

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 3 – F (3)

DATE: May 11-12, 2016

SUBJECT: Agreement on Academic Cooperation – NSU

Northern State University seeks approval to enter into a cooperative agreement with Universidad Mayor de Chile, to assist in facilitating international student educational opportunities (see Attachment I). The agreement would result in the opportunity for direct sharing of students between institutions (as non-degree seeking). Students participating in the exchange program will pay tuition and fees required by their home institution. Participating students are relieved of any payments of tuition and fees to the host institution, except as indicated by the host institution. A list of required fees will be provided by the host institution to participating students each semester. All living expenses shall be borne by the students of both institutions. In general, all other incidental costs are the responsibility of the participating students.

DRAFT MOTION 20160511_3-F(3): I move to approve the agreement on academic cooperation between Northern State University and Universidad Mayor de Chile.

**Memorandum of Understanding between
Northern State University, USA
and
Universidad Mayor, CHILE**

Northern State University, Aberdeen, South Dakota, USA and Universidad Mayor, Chile, recognizing the benefits to their respective universities through the establishment of international links, agree to formulate this Memorandum of Understanding (MoU), aiming to promote cooperation and exchange between the two parties.

Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Agreement.

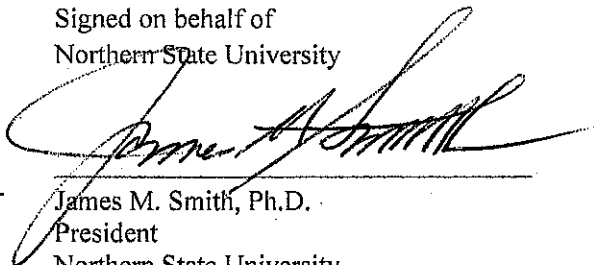
1. The development of collaborative partnerships that will include student, faculty and staff exchanges.
2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and/or the exchange of academic information and materials.
3. The promotion of other academic activities, as jointly agreed upon, to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Agreement will begin on the day it is signed by both parties and will continue thereafter for a period of five (5) years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.

An agreement for each specific exchange activity will be signed after friendly discussion and negotiation.

This Agreement is drawn in English and each copy has the same validity.

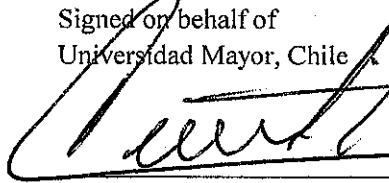
Signed on behalf of
Northern State University



James M. Smith, Ph.D.
President
Northern State University
USA

Date: 3/14/16

Signed on behalf of
Universidad Mayor, Chile



Rubén Covarrubias Giordano
President
Universidad Mayor
CHILE

Date: January 26th, 2016

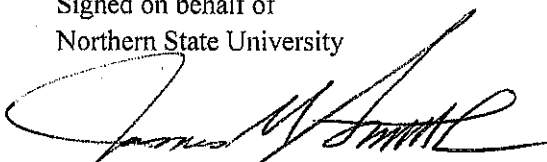


AGREEMENT ON ACADEMIC COOPERATION BETWEEN
NORTHERN STATE UNIVERSITY AND UNIVERSIDAD MAYOR

Northern State University and Universidad Mayor, Chile, recognizing the benefits to their respective universities through the establishment of international links, have concluded this agreement on academic cooperation ("Agreement").

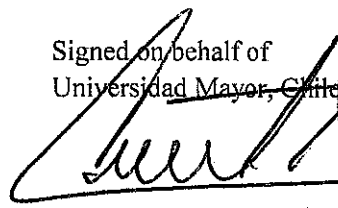
- 1 The purpose of this Agreement is to develop academic and educational cooperation and promote mutual understanding between the two universities.
- 2 Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity.
 - a. Exchange of faculty members, researchers, and administrative staff
 - b. Exchange of students
 - c. Implementation of collaborative research projects
 - d. Implementation of lectures and symposia
 - e. Exchange of academic information and materials
 - f. Promotion of other academic cooperation on which both parties have agreed
- 3 The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed on between the faculties, schools or institutes, which are to carry out the specific activities. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries.
- 4 It is understood that the implementation of any of the types of cooperation stated in Clause 2 shall depend upon the availability of resources and financial support at the universities concerned.
- 5 Should any collaborative research activities conducted under this Agreement have any potential for developing intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
- 6 This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.
- 7 This Agreement is valid for a period of five (5) years from the signature date of the representatives of both universities below. This Agreement may be renewed after being reviewed and renegotiated by both universities.
- 8 This Agreement may, at any time during its period of validity, be terminated by either university upon prior written notice to the other party made at least six (6) months prior to the termination date.
- 9 This Agreement shall be executed in English in two (2) copies; each university shall retain one copy.

Signed on behalf of
Northern State University


James M. Smith, Ph.D.
President
Northern State University
USA

Date: 3/16/16

Signed on behalf of
Universidad Mayor, Chile


Rubén Covarrubias Giordano
President
Universidad Mayor
CHILE

Date: January 26th, 2016



STUDENT EXCHANGE AGREEMENT
BETWEEN
NORTHERN STATE UNIVERSITY
AND
UNIVERSIDAD MAYOR

Northern State University and Universidad Mayor conclude this Agreement to promote student exchange, based upon the Memorandum of Understanding (MOU) between Northern State University and Universidad Mayor.

1. Duration of Stay

The duration of stay for exchange students shall not exceed a period of one academic year and shall be subject to the agreement of the host institution.

2. Numbers of Exchange Students

Each institution will work with the host institution on acceptance. The institutions will undertake to balance the numbers of students from each institution over the term of the Agreement. With the agreement of the host institution, the number of student exchanges in a particular year may change where it is necessary to "balance" the number of exchange students. Note: 2 students for a 4-6 week summer semester (2 courses, 6 credits) or 2 students for an 8 week summer research program is equivalent to 1 student for a full semester.

3. Status of Exchange Students

Each institution agrees to accept and enroll exchange students as full time, visiting students who do not plan to obtain a degree from the host institution.

4. Acceptance Procedures

It is assumed that highly motivated students of above-average academic quality will be selected as exchange students. The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institution, with the host institution making the final admission decisions in each case.

5. Study Program

Each exchange student shall determine the study program at the host institution in consultation with academic advisors at both the home and host institutions. Depending on the program of study, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institution. Exchange students will normally be permitted to enter a program in which there is space and no limits on access, provided the student meets the stipulated prerequisite requirements. Academic advisor contact information must be given to the host institution each semester.

6. Academic Record and Accreditation

The host institution shall evaluate the academic performance of each exchange student according to its rules. Students shall be responsible for requesting that transcripts be sent, at their expense, to their home institution. The home institution will have the responsibility for all matters regarding credit for subjects taken according to its regulations.



7. Financial Responsibilities of Exchange Students

Students participating in an exchange program will pay appropriate tuition and fees at their home institution, as per the current tuition and fee schedule. Therefore, participating students are relieved of any payments of tuition and fees to the host institution, except as indicated by the host institution. A list of required fees will be provided by the host institution to exchange students each semester. In addition to the required fees, all incoming exchange students will be responsible for:

- Travel to and from the host institution
- Mandatory university housing
- Mandatory meal plan as stipulated by university regulations
- Health coverage mandated by the Board of Regents
- Textbooks and other course-related materials
- Expenses related to entry and departure from the country
- All visa-related fees
- Fees associated with targeted courses at the host institution (program fees are assessed on biology, chemistry, geography, physics, art, music, computer science, accounting, business administration courses, and management information systems)

8. Government Requirements

Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact information during the period of their exchange. The host institution will act as the point of contact with the student.

9. Program Administration

Each institution shall designate an officer for general program administration, and shall inform the other institution of any changes in these arrangements. The officers shall be in regular contact with each other to make arrangements necessary to implement this Agreement. All programs are subject to the regulations and conditions as set forth by the Office of International Programs at Northern State University and Universidad Mayor.

10. Conditions for Collaboration

Nothing in the Agreement shall be construed by one Exchanging Institution as an indemnification of the other for liabilities of a party or third persons for property loss, damage, death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss, death or personal injury by an Exchanging Institution or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement, shall be determined according to applicable law.



11. Commencement and Duration of the Agreement

The Agreement will come into effect on the date of signing by both parties and shall remain in force for a period of five (5) years. This agreement is renewable every five years thereafter.

Either institution may, by giving six months written notice to the other institution, terminate the Agreement. In the absence of early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current Agreement.

In the event that either party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to the termination, as if the Agreement remained in force for the period of exchange.

The terms of this Agreement may be revised or modified at any time through joint review and recommendation by both institutions. No revision or modification shall come into effect until such time as both institutions have signed a letter agreeing to the revisions or modifications.

The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

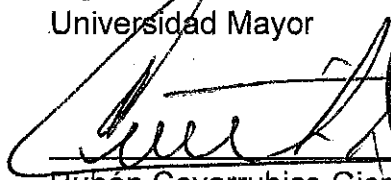
Signed on behalf of
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James M. Smith, Ph.D.
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Date: 3/16/16

Signed on behalf of
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Rubén Covarrubias Giordano
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Universidad Mayor
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