SUBJECT: Cooperative Agreement – BHSU

Black Hills State University has submitted a cooperative agreement with Aalen University (Aalen, Germany) to be considered by the Board in April, 2014.

This agreement supports two different types of opportunities for students attending the institutions. The first is to establish an academic exchange program. This option requires the campuses to have equal number of participants. Outbound Exchange Students from BHSU, who study at MOU/MOA Universities, in addition to paying BHSU tuition for a minimum of 12 credit hours, will pay the University Support Fee and the General Activity Fee for each credit enrolled. Inbound Exchange Students from Aalen University will pay tuition and fees to their home institution and will pay to BHSU those Program Fees associated with specifically identified courses (lab fees, business course fees, etc.), incidental fees (field trip expenses, parking permit costs, etc.), the International Student Fee and Semester fees for the National Student Association (Requirement for every student studying in Germany). In general, all other incidental costs are the responsibility of the participating students.

A second option outlines a straight study abroad option. In this case, each participating student is responsible for all tuition and fees for study at the host institution and for all other incidental costs.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the cooperative agreements between BHSU and Aalen University.
Memorandum of Understanding
Memorandum of Agreement for Academic Cooperation Between

Aalen University of Applied Sciences, Aalen, Germany
Black Hills State University, Spearfish, South Dakota, U.S.A.

This Memorandum of Understanding - Agreement for Academic Cooperation (hereafter called the MOU-AAC) between Black Hills State University (BHSU), Spearfish, SD, USA and Aalen University of Applied Sciences, Aalen, Germany (AUoAS) is intended to promote mutual educational programs, such as the: One-to-one Academic Exchange Program (AEP), Study Abroad Program (SAP), faculty and staff exchanges and friendship. In addition, other activities may occur, such as, collaborative research between faculty, staff and faculty education, curriculum and institutional development, information dissemination and cooperative exchanges for faculty and staff. The MOU-AAC will continue in effect for a period of three (3) years and may be extended for additional three-year periods by mutual agreement.

This MOU-MOA AAC may be terminated by either institution upon 180-day written notification to the other institution.

The following activities have been approved for collaboration. These and other academic activities will be articulated by way of Addenda, which can be added to this MOU-AAC when developed and approved by the two institutions.

- BHSU and AUoAS agree to develop, encourage and facilitate an Academic Exchange Program (AEP) for undergraduate and graduate students (Addendum A).
- BHSU and AUoAS agree to develop, encourage and facilitate a Study Abroad Program (SAP) for undergraduate and graduate students (Addendum B).
- Where feasible, BHSU and AUoAS agree to facilitate programs related to research and involve any discipline to the extent that individuals are able to identify suitable collaborative counterparts at the other institution and will be articulated in an Addendum established for this purpose and added to this MOU/MOA.
- Facilitate the exchange of scholarly information, academic publications.
- Prior to finalizing individual faculty visits, representatives at both institutions shall secure approvals from their respective Department Heads, Deans, and other appropriate Institution Administrative Officers.
- The main contact at both universities for any communication pertaining to this agreement will be the Vice President for Academic Affairs at BHSU and the Vice Rector for International Relations at AUoAS.

Both universities agree that all expenses for BHSU and AUoAS students will be articulated within the Addenda. The International Exchange Officers at each University will notify one another if there are changes that affect student expenses on a semester by semester basis.

Both universities agree that all expenses for visiting faculty including research material, international and domestic travel, daily expenses, honoraria and all other costs, shall be the responsibility of the Home
University unless otherwise agreed upon. However, the Host University will do its utmost to make available on-campus living accommodations to visiting faculty and staff.

For conditions of the affiliation, and terms of agreement not covered by this MOU-AAC, or for problems that arise while the exchange agreement is in effect, both parties agree to refrain from unilateral action and to consult with one another to negotiate mutually agreeable decisions. Either party, upon written agreement, may amend this MOU-AAC. Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, gender, age, ethnicity, religion, national origin or other characteristics. The MOU/MOA and addenda will be drawn up in two (2) copies in English. One (1) copy of each will be retained at each University.

________________________________   _______________________________
Dr. Kay Schallenkamp     Prof. Dr. Gerhard Schneider
President        Rector
Black Hills State University    Aalen University of Applied Sciences

Date: ___________________________   Date:___________________________

Seal:       Seal:
ADDENDUM A
Academic Exchange Program
Between
Black Hills State University and Aalen University of Applied Sciences

This Addendum has been developed in accordance with stipulations set forth in the Memorandum of Understanding/Memorandum of Agreement between AUoAS and BHSU and provides specific elements that articulate the conditions of the Exchange Agreement Program.

1. **Student Balance – Parity:** During each three year contract period the number of Academic Exchange Program students, on an annual basis, will be balanced and if not, the partner University will not send Exchange Students until the balance is re-stored. The international education advisors of the two institutions shall review the program annually with the goal of maintaining balance in the Exchange of students.

2. **Student Numbers:** In its initial phase BHSU and AUoAS agree to Exchange students for a total of 2 semesters annually. Thus one student from each institution may participate for a full academic year, or two students may participate for one semester. The Home Institution will inform the Host Institution of the duration of time each Exchange Student will study at the Host Institution.

3. **Exchange student Enrollment:** Exchange students shall be enrolled as non-degree students at the Host University.

4. **Selection of Students:** Exchange Students will be selected by the Home University on the basis of academic merit and suitability for study at the Host University. Students from the Home University will be required to submit for advising from the Host University.

5. **Rejection of Candidates:** The Host University reserves the right to reject candidates, in which case additional candidates may be proposed.

6. **Home Institution Charges to Exchange Students:** Each home institution, if applicable, will charge tuition and applicable fees to each Outbound Exchange Student.

7. **Outbound BHSU Students Costs:** Outbound Exchange Students from BHSU, who study at MOU/MOA Universities, in addition to paying BHSU tuition for a minimum of 12 credit hours, will pay the following:
   a. University Support Fee
   b. General Activity Fee for each credit enrolled

8. **Inbound Student Costs:** Inbound Exchange Students will pay the following fees (if applicable):
   a. Tuition – no tuition charges will be applied.
   b. Application Fee – no application fee is required.
   c. Program Fees – fees associated with specifically identified courses (lab fees, business course fees)
   d. Incidental fees (Field trip expenses, parking permit costs)
   e. International Student Fee per semester (South Dakota Board of Regents Requirement)
   f. Semester fees for the National Student Association (Requirement for every student studying in Germany).

9. **Room & Board Expenses:** Each Exchange Student will pay his/her own room and board expenses, except as otherwise stipulated by agreement.

10. **Residence:** The Host University will provide appropriate assistance to Exchange students to find adequate housing either on or off campus depending on the University requirement for students to live on campus.

11. **Other Expenses:** All other expenses required or incurred for the purpose of taking part in the Exchange Student Program will be the responsibility of each student. The Home institution is free to provide any financial assistance, or other assistance it may desire. Such expenses include but are not limited to: transportation, meals during vacations, independent travel in and beyond the host country and field trips.

12. **Health Insurance:** Upon arrival at BHSU, South Dakota Board of Regents (SDBOR) Policy requires that all Inbound and Outbound Exchange Students are required to purchase Student Health Insurance from an
approved South Dakota Board of Regents health insurance provider and which meets the insurance requirements of the J-1 Exchange Visitor Visa. The BHSU Office of International Studies will assist all AUoAS students as they sign up for SDBOR health insurance. AUoAS students are encouraged to purchase travel insurance to and from the United States. SDBOR Health Insurance will be purchased by each Aalen Exchange Student.

13. **Books & Other Expenses:** Books and other incidental and personal expenditures will be the individual responsibility of each Exchange Student.

14. **Academic Record:** The Official Transcript of each Exchange Student’s academic performance will be sent directly to the Home institution. It shall be the responsibility of the Home institution to arrange with the student the number of credits issued by the Host institution that will be accepted by the Home institution.

15. **Minimum Number of Credit Hours:** BHSU students must take at least 12 US semester credit hours of classroom instruction (1 credit hour is equivalent to 1 classroom hour of instruction for one semester) or at least 24 ECTS credits. AUoAS students will be required to take at least 18 US Semester Credits equivalent to 36 ECTS Semester Credits (per academic year – equivalent to two semesters).

16. **Rights and Responsibilities:** Academic Exchange Program students shall be subject to the Rules, Regulations and Responsibilities of the Host University and Country. Exchange students will have the same rights and privileges enjoyed by all students who attend the Host University.

17. **Negotiated Specific Details:** The principal individuals in authority at each University agree that specific details of cooperation necessary to implement Addendum A and must be negotiated and agreed upon.

18. **Modification of Student’s Program:** If, in the course of a student’s studies, he/she becomes unable to meet the academic requirements of the program or behaves in a way detrimental to fellow students, the program directors, after mutual consultation, reserve the right to modify the student’s program. Any expense incurred by the student in regard to program modification and/or dismissal shall be borne by the student.

__________________________________  Date

Prof. Dr. Gerhard Schneider  
Rector

Seal

__________________________________  Date

Dr. Rodney Custer, Provost  
Vice President Academic Affairs

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1. **Numbers of Students**: Each party of the agreement shall accept up to fifteen (10) full-time undergraduate from the home Institution for one or two semesters. Study Abroad Students from AUoAS and BHSU must stipulate the duration of their Study Abroad experience (one semester or two semesters) prior to departure from their Home institution. The Home Institution will inform the Host Institution of the duration of time each Study Abroad Student will study at the Host Institution.

2. **Study Abroad Student Enrollment**: Study Abroad Program students shall be enrolled as non-degree students at the Host University.

3. **Selection of Students**: Study Abroad Students will be selected by the Home University on the basis of academic merit and suitability for study at the Host University. Students from the Home University will be required to submit for advising from the Host University.

4. **Rejection of Candidates**: The Host University reserves the right to reject candidates, in which case additional candidates may be proposed.

5. **Students will pay the Host Institution**: Each Host institution will charge tuition and applicable fees to Inbound Study Abroad Program students.

6. **Outbound BHSU Student Expenses**: BHSU Outbound Study Abroad Program students, who study at AUoAS, will pay AUoAS:
   a. Semester fees for the National Student Association (Requirement for every student studying in Germany).
   b. And be in charge to pay his/her own room, board and insurance expenses and any other expense associated with their study at AUoAS.

7. **Inbound AUoAS Student Expenses**: AUoAS Inbound Study Abroad Program students, who study at BHSU, will pay BHSU:
   a. Application Fee: No application Fee
   b. Tuition and Fees for a minimum of 12 credit hours (SEVIS requirement for International Students to enroll in full-time study) additional tuition and fees are required for credit hours above 12.
   c. Room & Board
   d. International Student Fee per semester (South Dakota Board of Regents Requirement)
   e. Student Health Insurance; and,
   f. Any other expense associated with their study at BHSU

8. **Residence**: The Host University will provide appropriate assistance to Study Abroad Program students to find adequate housing either on or off campus.

9. **Other Expenses**: All other expenses required or incurred for the purpose of taking part in the Study Abroad Program will be the responsibility of each student. The Home institution is free to provide any financial assistance, or other assistance it may desire. Such expenses include but are not limited to: transportation, meals during vacations, independent travel in and beyond the host country and field trips (voluntary).

10. **Health Insurance - Inbound**: South Dakota Board of Regents (SDBOR) Policy requires that all Inbound Study Abroad Program Students, upon their arrival at BHSU, are required to purchase Student Health Insurance from a SDBOR approved health insurance provider which meets the insurance requirements of the J-1 Exchange Visitor Visa.
11. **Health Insurance - Outbound**: South Dakota Board of Regents (SDBOR) Policy requires that all Outbound Study Abroad Program Students are required to purchase Student Health Insurance from a SDBOR approved health insurance provider, prior to their departure from BHSU.

12. **Books & Other Expenses**: Books and other incidental and personal expenditures will be the individual responsibility of each Study Abroad Student.

13. **Academic Record**: The Official Transcript of each Study Abroad Student’s academic performance will be sent directly to the Home institution. It shall be the responsibility of the Home institution to arrange with the student how many of the credits issued by the Host institution will be accepted for credit by the Home institution.

14. **Minimum Number of Credit Hours**: BHSU students must take at least 12 US semester credit hours of classroom instruction (1 credit hour is equivalent to 1 classroom hour of instruction for one semester) or at least 24 ECTS credits. AUoAS students will be required to take at least 18 US Semester Credits equivalent to 36 ECTS Semester Credits (per academic year – equivalent to two semesters).

15. **Rights and Responsibilities**: Study Abroad Program students shall be subject to the Rules and Regulations of the Host University and country. They will also have the same rights and privileges enjoyed by all students of the Host University.

16. **Program Participant Notification**: Each institution should inform the other of its selection at least four months prior to the beginning of the program. It is expected that all participants will be in good academic and behavioral standing at the time of acceptance.

17. **Negotiated Specific Details**: The principals at each University agree that specific details of cooperation necessary to implement Addendum B must be negotiated and agreed upon.

18. **Modification of Student’s Program**: If, in the course of a student’s studies, he/she becomes unable to meet the academic requirements of the program or behaves in a way detrimental to fellow students, the program directors, after mutual consultation, reserve the right the modify the student’s program. Any expense incurred by the student in regard to program modification and/or dismissal shall be borne by the student.

______________________________  Date______________________________
Prof. Dr. Gerhard Schneider
Rector

Seal

______________________________  Date______________________________
Dr. Rodney Custer, Provost
Vice President Academic Affairs

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