

SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II – F

DATE: June 10-11, 2015

SUBJECT: Agreement on Academic Cooperation – NSU

Northern State University seeks approval to enter into a cooperative agreement with Robert Gordon University, Scotland, to assist in facilitating student exchange opportunities (see Attachment I). The agreement results in the direct sharing of students between institutions and thus is consistent with the requirements set forth in section 4 of Board of Regents [Policy 5:5:4 Tuition and Fees](#). Under such an agreement the outbound exchange students from the Regental institution studying at the partner institutions will pay tuition as well as the University Support Fee and the General Activity Fee for each credit enrolled. Students attending the partner institution on exchange agreements will pay the student semester fee/general activities/social fees required by the partner university. Inbound exchange students from either partner institution will pay tuition and fees to their home institution and will pay to the Regental campus all applicable special discipline fees, salary enhancement fees, incidental fees, the International Student Fee, and appropriate room and board fees. Students who enroll in a self-support course will pay all self-support tuition and delivery fees associated with the course. 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.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the agreement on academic cooperation between Northern State University and Robert Gordon University.



northern *State* university

Contract of Collaboration in Respect of Student Exchange

between

Robert Gordon University, a body corporate incorporated under The Robert Gordon University (Establishment) (Scotland) Order 2006, a Scottish Charity (Charity Number SC013781) and having its principal administrative office at Garthdee House, Garthdee Road, Aberdeen, AB10 1QB ("RGU")

and

Northern State University, located in Aberdeen, South Dakota, USA ("NSU")

(each a "Party" and together the "Parties")

1. Purpose of this Contract

1.1 This Contract sets out the arrangements for collaboration between RGU and NSU in respect of Student Exchange.

2. Period of Contract

2.1 This Contract shall be effective from the last date of signature hereof and shall remain in force for a period of three academic sessions (three academic years), unless either institution gives one year's prior written notice of termination to the partner institution. Notice to terminate must be such that course delivery for all registered students can be completed.

2.2 In the event of either Party contravening or permitting the contravention of any of the provisions of this Contract, the other Party may at its discretion, and without prejudice to any other remedies competent to it under this Contract, terminate this Contract forthwith.

2.3 In the case of either Party contravening or failing to implement the terms of this Contract, where such failure or contravention is capable of being remedied, the other Party will not exercise its right to terminate the Contract without first having given written notification requiring the same to be remedied within a reasonable timescale.

3. Principal Aspects of the Contract

3.1 This Contract provides for students to undertake study periods ("Exchange Students") with the relevant partner institution, and for Exchange Students to be assessed and receive academic credit for such study periods.

- 3.2 Exchange Students shall, for the duration of the study period, have the same access to the facilities of the partner institution and be subject to the same regulatory and disciplinary provisions as students of the partner institution.
- 3.3 If, in a given academic session, no reciprocal study periods are undertaken this need not nullify this Contract.
- 3.4 Exchange Student placements shall occur on a one-for-one basis at undergraduate level. Parity in numbers of exchange students is the essence of this Contract. Exchange Student placement numbers should be counted in semester units: 1 semester = 1 unit, 1 academic year = 2 units. However, the Parties should be prepared to consider a disparity in any given semester or year during the period of this contract provided that the Parties use their best endeavours to ensure that any and all imbalance in Exchange Student placement numbers shall be resolved by the end of the term of this Contract.
- 3.5 If, at the end of this Contract, there is an outstanding imbalance in the numbers of Exchange Student placements, then an express condition of any renewed contract between the Parties shall be that the said imbalance is resolved.

4. Student Welfare

- 4.1 The Parties shall take all reasonable steps to assist incoming Exchange Students to secure suitable accommodation and orientate themselves to the new learning environment.
- 4.2 Exchange Students shall be advised to subscribe to a comprehensive health insurance plan.
- 4.3 The Parties will take all necessary steps to ensure that Exchange Students are not unnecessarily placed in a high risk situation with regards to Health and Safety, and that the host University abides by the national legislation governing their country.

5. Academic Issues and Quality Control

- 5.1 All Exchange Students shall be given full academic recognition by their own institution for work successfully completed during their study period.
- 5.2 Prior to the study period, members of staff from the home institution shall confirm in writing to the host institution the names of the Exchange Students, specifying their academic level and the duration of the study period. It is expected that only highly motivated and appropriately qualified students will be selected to participate in an exchange program. The home institution will screen applications from its student body for Exchange. Each institution will send the other completed applications for their students by April 15th before the beginning of the Fall (Autumn) semester and November 15th before the beginning of the Spring semester. The host institution reserves the right of final approval on the admission of a student.

- 5.3 Exchange Students shall be briefed by their own institution concerning regulations, procedures and the nature of the course at the host institution. The host shall designate a member of staff who shall be responsible for providing students with academic advice, and shall ensure that a key contact is assigned to each student.
- 5.4 The Parties agree to accept and enrol exchange students as full-time, "non-degree seeking" students for the duration of their Exchange.
- 5.5 The host institution shall provide an academic progress report on each Exchange Student after completion of the study period and, in any event, prior to the conclusion of the academic session in which the study period took place.
- 5.6 The Parties shall have responsibility for the quality assurance and quality control of their own academic courses and awards.

6. **Financial Arrangements**

- 6.1 Exchange Students shall, as appropriate, pay tuition and other fees to their home institution in respect to the period to be spent at the partner institution.
- 6.2 Exchange Students shall be responsible for all travel costs to and from the host institution, all visa-related fees, all expenses related to entry into and departure from the country, and all other expenses incurred in relation to their Exchange placement.
- 6.3 Exchange Students shall be provided a list of required fees by the host institution each semester. Students participating in the exchange under this agreement will not be required to pay tuition fees. Exchange Students shall be responsible for all other expenses as indicated below:
 - Mandatory university housing
 - Mandatory meal plan as stipulated by university regulations
 - Health coverage mandated by the South Dakota Board of Regents
 - Textbooks and other course-related materials
 - Fees associated with targeted courses at the host institution.

7 Jurisdiction

7.1 This Contract is governed by and interpreted in accordance with South Dakota Law. **IN WITNESS WHEREOF** these presents consisting of this and the preceding three pages are executed as follows -

SUBSCRIBED for and on behalf of **The Robert Gordon University** at Aberdeen by

..... *John Harpen* Authorised Signatory
 JOHN HARPEN Print Full Name
 Deputy Principal Position
 18/3/15 Date

and

..... *Lesley Wilson* Witness
 LESLEY WILSON Print Full Name
 c/o RCU Address

SUBSCRIBED for and on behalf of **Northern State University** at Aberdeen, USA by

..... *James M. Smith* Authorised Signatory
 James M. Smith Print Full Name
 President, NSU Position
 4/3/15 Date

and/before this witness

..... *Judith Lapka* Authorised Signatory/Witness
 Judith Lapka Print Full Name
 4/3/15 Date
 c/o Northern State Address of Witness