

SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II - D

DATE: December 17-18, 2009

SUBJECT: Memorandum of Understanding - NSU

Northern State University requests approval for a memorandum of agreement between NSU and Pukyong National University, Busan, Korea. (Attachment I) The agreement promotes staff and student exchange, joint research and seminar activities, and exchange of academic information. The Council of Presidents and Superintendents has reviewed this request and the Executive Director recommends approval.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the memorandum of agreement between NSU and Pukyong National University, Busan, Korea.

MEMORANDUM OF AGREEMENT

BETWEEN

**NORTHERN STATE UNIVERSITY
ABERDEEN, SOUTH DAKOTA (U.S.A.)**

AND

**PUKYONG NATIONAL UNIVERSITY
BUSAN, KOREA**

Northern State University (NSU) and Pukyong National University hereby agree to this memorandum of agreement on academic exchange for the mutual interest of both institutions. The goal of this agreement is to enhance academics and research to the combined benefit of both institutions. The following items are prescribed to facilitate mutual understanding between the constituents of both institutions through exchanges.

Objectives of Cooperation

This agreement intends to promote academic research exchanges, student and faculty exchanges, and mutual cooperation between the two institutions, and strives to augment the effect of these international exchanges through respect, collaboration, and mutually agreed upon goals.

Areas of Cooperation

The specific areas of cooperation between the two institutions are as follows:

- Student exchanges;
- Faculty exchanges;
- Joint research and seminars;
- Exchange of academic information

The terms of such mutual cooperation implemented under the terms of this agreement shall be mutually discussed and agreed upon by both parties. Furthermore, special programs and other special activities shall be agreed upon in writing by the two institutions prior to implementation. Specific details not prescribed in this agreement can be discussed and may be put into practice through mutual discussion, and subsequent documents shall be produced.

Student Exchanges

- A. In an academic term, each institution will endeavor to send an agreed upon number of students to the partner university. The agreed upon number of students will be reached with the mutual consent of the two parties. This number may vary in any given year, provided a balance of exchange is obtained over the five-year contract period. The international education advisors of the two institutions shall review the program annually with the goal of maintaining a reasonable balance in the exchange.
- B. Exchange students are allowed to apply to any academic program offered by the host institution. Testing may be required to assure that students have adequate skills to succeed in individual courses.
- C. Applications and all other required documents stipulated by each institution shall be forwarded no later than two months prior to the commencement of each semester.
- D. Exchange students shall be responsible for all expenses, including:
- Tuition paid to their home institution
 - Round-trip airfare
 - Mandatory university room or housing fees
 - Mandatory meal plan as stipulated by university regulations
 - Required medical insurance
 - Textbooks and living expenses
 - Expenses related to entry and departure from the country
 - All visa related fees
 - Any fees associated with taking courses at the host institution. Examples of Northern State University fees include: 1) University Support Fee, 2) General Activity Fee, 3) International Student Fee (a one-time charge), 4) Official Transcript Fee, Other fees may include 1) Lab Course Fees (assessed for lab courses only), 2) Business Salary Enhancement Fee (assessed on business courses only).
- E. Exchange students shall agree to abide by all the rules and regulations of the host institution and the host country. It is understood and agreed that students who violate these rules will be subject to disciplinary procedures and actions by the host institution.
- F. Any academic credit earned at the host institution may be transferred to the home institution. At the student's request, each institution agrees to provide the home institution with an official academic report for all exchange students at the end of each semester. The student may be assessed a fee for an official transcript provided by the host institution.
- G. The host institution shall provide exchange students with academic guidance, counseling, and student support services.

Faculty Exchanges

Upon mutual agreement, the institutions will exchange faculty under terms acceptable to each institution and the affected faculty members.

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 or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or 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.

Amendment, Extension, and Termination of the Agreement


This agreement shall be effective from the date of signature for five (5) years, at which time it will be reviewed for possible extension. Either party may revise, or terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notification must be received by the other party at least six months prior to the effective date of termination.

Since the term of agreement extends beyond the current fiscal year, it is made contingent upon the Legislature of South Dakota making necessary appropriations for the expenditures hereunder after such current fiscal year shall be expired.

It is noted that Northern State University is a state sponsored institution, and that Pukyong National University acknowledges that legislative action may require the curtailment or termination of some or all of Northern State University's education programs. Pukyong National University acknowledges further that Northern State University is obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail exchange programs. Although the possibilities of such actions are remote and unlikely, termination of an exchange program in response to a failure of appropriations shall not be deemed to be in breach of this agreement.

For Northern State University

For Pukyong National University



Dr. James M. Smith
President



Dr. Maeng Eon PARK
President

Date: *August 10, 2009*

Date: *August 3, 2009*

SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II - E

DATE: December 17-18, 2009

SUBJECT: Memorandum of Understanding - SDSMT

The South Dakota School of Mines and Technology requests approval for a memorandum of agreement between SDSMT and The University of Calabria, Italy. (Attachment I) The agreement addresses staff exchange and collaboration, joint research activities, and student exchange. The Council of Presidents and Superintendents has reviewed this request and the Executive Director recommends approval.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the memorandum of agreement between SDSMT and The University of Calabria, Italy.

MEMORANDUM OF UNDERSTANDING

between

South Dakota School of Mines & Technology, USA

and

The University of Calabria, Italy

University of Calabria, Italy and the South Dakota School of Mines & Technology of the USA (hereafter referred to as "SDSMT"), believe the development of scientific and technical cooperation and exchange is of mutual value. The two parties hereby confirm their intention to collaborate to promote academic and educational exchange.

All exchanges will be entered into with due diligence given to ethical and professional considerations and standards. Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Staff exchange and collaboration
 - The two institutions agree in principle to the possibility of exchanges by general staff (administrative and technical) and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.
- Joint research activities and publications
 - Cooperative research is to be encouraged as individual scholars establish contact and develop mutual interests.
- Each party will encourage continuing education and professional development for teachers, professors, and academic staff, which may include
 - Visits for studying teaching principles and methods
 - Exchange of academic materials and other information
 - Participation in seminars, congresses and meetings
- Student exchange
 - Each party will recommend potential students to participate in an exchange for the matriculation of the other university's appropriate academic programs on a reciprocal basis. The student's acceptance is subject to approval by the host university. The host institution will provide guidance and identify option for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise agreed, students will be responsible for meeting their own costs of living and pay tuition and fees to the host institution.

The University of Calabria, Italy and SDSMT agree to continue discussions on further cooperative activities as opportunities arise. Both institutions recognize that collaborative efforts will be of mutual benefit and will contribute to an enduring institutional linkage for cooperation in education and research.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party with twelve months notice, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both parties.

For the University of Calabria:

IL RETTORE
(Prof. Giovanni LATORRE)



Name, Title

28 SET. 2009

Date:

For South Dakota School of Mines & Technology:

Dr. Robert Wharton, President

Date:

10-26-09

SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II - F

DATE: December 17-18, 2009

SUBJECT: Agreement on Research and Diagnostic Cooperation - SDSU

South Dakota State University requests approval for an agreement on research and diagnostic cooperation between SDSU and the Shanghai Academy of Agricultural Science Institute of Animal Science and Veterinary Medicine. (Attachment I) The agreement promotes activities for mutual visits of research scientists and diagnostic experts, joint research and seminar activities, and exchange of scientific materials and publications. The Council of Presidents and Superintendents has reviewed this request and the Executive Director recommends approval.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR


Approve the agreement on research and diagnostic cooperation between SDSU and the Shanghai Academy of Agricultural Science Institute of Animal Science and Veterinary Medicine.

AGREEMENT ON RESEARCH AND DIAGNOSTIC COOPERATION
 BETWEEN SHANGHAI ACADEMY OF AGRICULTURAL SCIENCE
 INSTITUTE OF ANIMAL SCIENCE AND VETERINARY MEDICINE, AND
 SOUTH DAKOTA STATE UNIVERSITY
 Animal Disease Research and Diagnostic Laboratory

Shanghai Academy of Agricultural Science, P.R.C and South Dakota State University, U.S.A., desirous of strengthening friendly relationships between the two institutions and promoting the development of cooperation in the fields of Veterinary Science, recognizing the importance of research and diagnostic cooperation, have agreed as follows:

1. Based upon the principles of respect for each others independence and mutual benefit, the two institutions will engage in the following activities:
 - (1) Mutual visits of research scientists and diagnostic experts;
 - (2) Collaborative activities such as joint research, diagnostic collaborations, lectures, symposia, and other educational and cultural activities;
 - (3) Exchange of scientific materials, publications, and other information of mutual interest.
2. In order to carry out any of the above activities, a detailed plan may be drawn up after consultation between the two institutions. Such a plan shall be the result of negotiation between the institutions concerned in each specific case.
3. This agreement shall impose no financial obligations on either institution. Since the term of this agreement extends beyond the current fiscal year, it is made contingent upon the Legislature of South Dakota making the necessary appropriations for the expenditures hereunder after such current fiscal year shall have expired. Shanghai Academy of Agricultural Science (SAAS) acknowledges that legislative action may require the curtailment of termination of some or all of South Dakota State University's educational programs and SAAS acknowledges further that South Dakota State University is obligated to respond to such legislative action and may determine that it is necessary, in the public interest, to curtail exchange programs. Termination of an exchange program in response to a failure of appropriations shall not be deemed a breach of this agreement.
4. This agreement is made in Chinese and English with both texts being equally authentic.
5. This agreement will apply for a period of five years from the date of signing, but is subject to change, renewal, or termination at any time by mutual consent between the two institutions.

For
 Shanghai Academy of Agricultural Science
 P.R.C.


 8.27, 2009

 (Signature and date)


Dr. Aizhong WU, Ph. D.
 Director General
 Shanghai Academy of Agricultural Science


 8/24/09

 (Signature and date)

Dr. Yonghong LU, Ph.D.
 Director
 Institute of Animal Science and
 Veterinary Medicine

For
 South Dakota State University,
 U.S.A.


 9-21-09

 (Signature and date)

David Chicoine, Ph.D.
 President
 South Dakota State University


 8/20/09

 (Signature and date)

David H. Zeman, DVM, Ph.D.
 ADRDL Director
 South Dakota State University

SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II - G

DATE: December 17-18, 2009

SUBJECT: Affiliation Agreement - USD

The University of South Dakota requests approval for an affiliation agreement between International Studies Abroad and USD. (Attachment I) The agreement defines the terms and conditions to provide students greater opportunities and incentives to study abroad. The Council of Presidents and Superintendents has reviewed this request and the Executive Director recommends approval.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the affiliation agreement between USD and International Studies Abroad.

Affiliation Agreement

between International Studies Abroad and The University of South Dakota

Purpose of the Agreement: To define the terms and conditions of a new affiliation between International Studies Abroad (hereinafter referred to as ISA) and the University of South Dakota.

Purpose of the Affiliation: To provide the University of South Dakota students greater opportunities and incentives to study abroad.

TERMS AND CONDITIONS OF THE AFFILIATION:

I. ISA commitments and promises:

- A. When this affiliation agreement is signed, a one-time \$750 credit will be applied to a University of South Dakota grant fund. This grant may be distributed as University of South Dakota sees fit to any University of South Dakota student(s) applying to an ISA program after the signing of the agreement.
- B. ISA will also (*please select one of the following*)
 - Designate \$200 towards a grant fund for each University of South Dakota student who participates on an ISA program after the signing of this affiliation agreement. University of South Dakota may use the grant fund towards ISA programs as University of South Dakota sees fit. The grant does not apply to University of South Dakota students who participate in ISA Customized Programs. Deposits to the grant fund will be made at the end of each calendar year. Calculation of student participants will begin at the date of the signing of this affiliation. When calculating the amount to be deposited into the grant fund, only students who have paid in full for their ISA program at that time will be included in the calculations. Students who applied to an ISA program prior to the signing of this affiliation agreement will not be included in the calculations. When the University of South Dakota has identified the students that will receive a portion of the grant fund, ISA must be notified before the final forms and payment deadline for those students' programs, allowing the grant amount to be deducted from the students' final balance before it is due.
 - Give a \$200 discount to any University of South Dakota student who applies to an ISA program after the signing of this affiliation agreement. The discount does not apply to University of South Dakota students who participate on ISA Customized Programs.
- C. ISA will include the University of South Dakota in its list of U.S. universities whose students are eligible for ISA scholarships.
- D. ISA will periodically invite a University of South Dakota representative to participate in an ISA site visit. ISA site visits are approximately one week in duration and are designed to give participants an opportunity to familiarize themselves with various aspects of the ISA program at the visited site. ISA covers the following expenses for the University of South Dakota representative who participates in the visit: hotel accommodations (double-occupancy) in host country; all group meals listed on the site visit itinerary (most of the meals during the visit are

group meals) and ground transportation in host country for the entire length of the visit. Participants must attend all of the events listed on the itinerary (except for those marked "optional") and complete an evaluation of the sites visited.

- E. ISA will waive the standard late-fee for any University of South Dakota students who apply to an ISA program after the expiration of the published deadline. ISA does reserve the right to reject a student's application; nonetheless, if the application is accepted, the late fees will be waived. Once the late application is accepted, the student will be given 10 days in which to send ISA all supporting documentation, forms, and full payment (or financial aid documentation). If the late applicant does not meet this special 10 day deadline, late fees will once again be applicable.
 - F. ISA will provide the University of South Dakota with a supply of ISA catalogs, which contain a description of ISA programs, fees, dates and application deadlines. ISA will inform the University of South Dakota Coordinator for Global Learning of any modification of the academic content, services or sites that appear in the ISA catalog.
 - G. ISA will monitor the participation of University of South Dakota students in the ISA program and inform the University of South Dakota immediately if a student withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work or when a student is in danger of being dismissed from the program.
 - H. All students who complete an ISA program will earn an official transcript from the host university where they complete their coursework. The possible exception to this rule would be that of students participating in ISA's Experiential Learning Abroad Programs (ELAP). ELAP participants often do not complete any coursework, focusing exclusively on their service learning. For all ISA participants completing coursework abroad, ISA will forward the official transcripts of student's work to the University of South Dakota registrar upon completion of the program.
 - I. ISA agrees not to award any Title IV financial assistance to the University of South Dakota students and to inform the University of South Dakota if a student receives an ISA scholarship. ISA will work with the University of South Dakota Financial Aid Office to ensure that any University of South Dakota student who needs financial aid to pay for their ISA program can complete the necessary financial aid paperwork in a timely manner. Furthermore, if a University of South Dakota student does not plan to receive his/her necessary financial aid disbursement until after the beginning of his/her ISA program, ISA will allow that University of South Dakota student to begin participation in the program without having paid ISA the full program fees. However, this permission will only be granted to the student if and when the student provides ISA with copies of the necessary financial aid documentation. Please note also that no student will be exempt from paying the initial ISA \$200 deposit.
 - J. ISA agrees to follow the guidelines of the Family Educational Rights and Privacy Act (20 USC 1232g).
- II. The University of South Dakota commitments and promises:
- A. The University of South Dakota will allow an ISA representative to visit campus at least once every semester. The University of South Dakota will announce the campus visit before the ISA representative's arrival.
 - B. The University of South Dakota will display an ISA poster on any bulletin board reserved for postings about abroad opportunities available through program providers.

- C. The University of South Dakota will invite an ISA representative to attend any study abroad fairs hosted by the University of South Dakota.
- D. The University of South Dakota will include ISA in its list of affiliated programs. Should the list of affiliated programs appear in a University of South Dakota handout or brochure, ISA will be included in that list.
- E. The University of South Dakota will allow ISA to include the University of South Dakota in its list of universities that have affiliations with ISA. ISA is free to distribute this list to anyone who inquires about this type of information. Furthermore, ISA reserves the right to include this list in its official catalog.
- F. The University of South Dakota will provide a link to the ISA website on the University of South Dakota web site in any section where affiliated programs are listed.
- G. The University of South Dakota will allow any University of South Dakota student to utilize federal financial aid for participation on ISA programs if he/she will be enrolling as a full-time student while abroad (ELAP participants might not be eligible) and if all appropriate financial aid procedures have been followed by the student. The University of South Dakota agrees to continue the enrollment of students at the University of South Dakota while participating in the program. Students shall be subject to the rules and regulations of the University of South Dakota Office of Financial Aid and Title IV financial assistance regulations, including those regulations regarding full-time student status and progress toward a degree.
- H. The University of South Dakota agrees to accept credit for the course work provided under this agreement as per federal regulations governing Title IV student assistance programs.

Effective Dates:

This agreement shall continue in effect for one (1) year after the date that the agreement is signed. After this initial term, this agreement shall continue from year to year unless one party shall give the other one hundred and eighty (180) days prior written notice of intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such one hundred and eighty (180) days; or (b) when all University of South Dakota students enrolled in the ISA program at the time such notice is given have completed their respective courses of study under the ISA program, whichever event occurs last.

Confidential Information.

The terms of this agreement are confidential. Each party shall hold the terms of the agreement in confidence.

Program Representatives:

The following individuals are designated to facilitate implementation of this agreement:

FOR the University of South Dakota:

James W. Abbott
President
The University of South Dakota
414 E. Clark St
Vermillion, SD 57069
605.677. 5641
James.Abbott@usd.edu

FOR ISA:

Rafael Hoyle Ph.D.
Exec. Vice President, Academic Affairs
International Studies Abroad
1112 W. Ben White Blvd
Austin, TX 78704
Ph. (800) 580-8826
rafael@studiesabroad.com

Signed and effective the _____ day of _____, 20_____.

For the University of South Dakota:

For ISA:

Signature

Signature

James W. Abbott _____
Name

Gustavo J. Artaza _____
Name

President _____
Title

President _____
Title

Date

Date

Signature

Lynn B. Rognstad _____
Name

Associate V. P. for Academic Affairs
Title

Date