

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – G (1)
DATE: October 4-5, 2023

SUBJECT

Agreements on Academic Cooperation – DSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

BOR Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programming for which credit shall be awarded.” To comply with this requirement, Dakota State University (DSU) seeks approval to enter into an agreement on academic cooperation with Griffith University in Queensland, Australia.

IMPACT AND RECOMMENDATION

The agreement results in the opportunity for student and faculty/staff exchanges, remote and in-person teaching, remote and in-person research collaboration, and campus visits by administration and faculty. The agreement specifically focuses on the cyber field.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation - DSU

DRAFT MOTION 20231004_5-G(1):

I move to approve Dakota State University’s agreement on academic cooperation with Griffith University, as presented.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Dakota State University, USA

AND

Griffith University, Australia

This Memorandum of Understanding (MOU) sets the terms and understanding between Dakota State University (DSU) and Griffith University (Griffith) to develop an international collaboration and exchange program in cyber security, artificial intelligence and related fields.

Background

WHEREAS, DSU, founded in 1881 had its mission expanded by the South Dakota legislature in 1984 to focus on computer science. Since then, DSU has grown to offer doctorate, master's, bachelor's and associate degree programs as well as certificates in numerous fields of study, including through its nationally recognized programs in technology, computer science and cyber security.¹ The work of DSU is primarily carried out on a residential campus in Madison, South Dakota, through online courses, and Rapid City, South Dakota; and,

WHEREAS, Griffith is a body corporate established pursuant to the *Griffith University Act 1998* (Qld) of Parklands Drive, Southport in the State of Queensland, Australia; and,

WHEREAS, DSU and Griffith in recognizing their common expertise, goals and capabilities seek to build a relationship between their institutions to enhance collaboration, cooperation, exchanges and achievements in various areas of study and research in cyber and related fields; and,

WHEREAS, in this agreement, the term "cyber" will be used to describe an evolving range of academic disciplines, research and development, technologies, career specializations, and the like that may form part of this agreement. For example, cyber disciplines may include computer science, cyber operations, cybersecurity/defense, artificial intelligence, machine learning, information systems, data science, health informatics, cyber intelligence, quantum computing and other emerging subfields. Cyber credentials may include credit-bearing degrees and certificates, as well as non-credit digital badges, certificates, and other micro-credentials.

Intent

The intent of this partnership and agreement is to build an enduring relationship that serves our students, researchers, the reputations of both institutions in the cyber field, and the security and prosperity of our countries. This relationship will commence with near-term, short duration, remote activities in agreed areas. Over time, this relationship will grow into a multi-level endeavor involving diverse activities that may include remote and in-person teaching, remote

¹ DSU has received multiple Center of Excellence designations in education, research and regional resource development from the National Security Agency and U.S. Department of Homeland Security.

and in-person research collaboration, campus visits by administration and faculty, short duration student exchanges, semester-length student exchanges and other activities as deemed beneficial to the institutions.

The terms of specific activities shall be further considered and agreed upon in writing by DSU and Griffith prior to the initiation of any particular activity. Any specific activities will be subject to mutual consent, availability of funds and approval of both DSU and Griffith.

Scope

More specifically, through this agreement we seek to:

1. Identify near-term activities that can achieve practical engagement in 2023-2024 that build a growing awareness of faculty and students about each other's institutions. This might include simple activities such as faculty delivering remote lectures to courses.
2. Identify appropriate research activities that will enable remote collaboration with a goal to grow to in-person visits or exchanges as visa and other administrative matters can be resolved.
3. Establish a faculty, research and/or undergraduate exchange program. This could be semester length for individuals, variable length for small group exchanges on specific projects, or a mix.
4. Undertake faculty sabbatical exchanges.
5. Exchange ideas and approaches to how respective applied research capabilities (such as that which occurs in DSU's Madison Labs and the newly established Applied Research Corporation) can be used to enhance cooperative research and education.

Noting the institutions' relationship with their respective national cyber agencies (US National Security Agency and Australian Signals Directorate); the focus on enhancing cybersecurity, AI capabilities, and quantum computing under the AUKUS framework; and the challenges inherent in growing national cybersecurity workforces; DSU and Griffith will seek to capitalize on their respective relationships to build national agency support for establishing and expanding the relationship between our institutions.

Costs and Expenses

Unless otherwise agreed, each of the parties agrees it will bear its own costs and expenses incurred in carrying out their respective duties and obligations set forth in this Agreement.

Agreement

This MOU shall enter into force upon signature by both Parties and remains in force for a period of five (5) years from the latest date of signature, unless terminated by either Party upon ninety (90) days written notice to the other Party.

Non-Binding

The Parties agree that this MOU is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences, but it is only a definite expression and record of the intention of the Parties to which the Parties are bound in honor only.

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective agencies, has signed this MOU.

Done on the ____ 11th ____ of ____ August _____, 2023.

Signed on behalf of
Dakota State University

Signed on behalf of
Griffith University



Dr. José-Marie Griffiths _____
President _____
Dakota State University _____
USA _____

Prof Lee Smith
Deputy Vice-Chancellor (Research)
Griffith University
Australia