

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – I (1)
DATE: March 29-30, 2023

SUBJECT

Agreements on Academic Cooperation – NSU

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, Northern State University (NSU) seeks approval to enter into an agreement on academic cooperation and student exchange with Magdeburg-Stendal University of Applied Sciences, located in Magdeburg, Germany.

IMPACT AND RECOMMENDATION

The agreement results in the opportunity for student exchange, for a period not to exceed one academic year. Students will pay tuition at their home campus, and students will be responsible for all fees and expenses required by the host institution.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: Magdeburg-Stendal University of Applied Sciences

DRAFT MOTION 20230329_5-I(1):

I move to approve Northern State University’s agreement on academic cooperation with Magdeburg-Stendal University of Applied Sciences, as presented.



Student Exchange Agreement
between
**Northern State University and
Magdeburg-Stendal University of Applied Sciences**



Northern State University and Magdeburg-Stendal University of Applied Sciences conclude this Agreement to promote student exchange, based upon the Memorandum of Understanding (MoU) between Northern State University and Magdeburg-Stendal University of Applied Sciences.

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 institutions.

2. Numbers of Exchange Students

Each institution will work with the host institution on acceptance. The institutions 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 numbers of exchange students.

3. Status of Exchange Students

Each institution shall normally accept incoming exchange students as visiting students who do not plan to obtain a degree from the host university.

4. Acceptance Procedures

The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institutions, and the host institution shall make 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 study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institutions. 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 institutions 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 University. The home institution may give credit to each student according to its regulations.

7. Tuition, Fees, and Expenses:

Students from partner institutions pay tuition at their home campus. Therefore, they are not required to pay tuition at the host institution. Exchange students will be responsible for all fees and expenses required by the host institution. A list of required fees will be provided by the host institution each semester. In addition, all incoming exchange students to NSU will be required to pay the following:

- Round-trip airfare
- Mandatory university room or housing
- Mandatory meal plan as stipulated by university regulations
- Required South Dakota regental approved medical insurance
- Textbooks and living expenses
- Expenses related to entry and departure from the country
- All visa related fees
- Any fees associated with targeted courses at the host institution and required support fees.

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 details during the period of their exchange. The host institution will act as the point of contact with the student.

9. Financial Responsibility

Exchange students shall take out comprehensive health insurance which is valid in the host country and host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

10. 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 the Office of International Affairs at Magdeburg-Stendal University of Applied Sciences.

11. Indemnification

Magdeburg-Stendal University of Applied Sciences agrees to indemnify and hold the State of South Dakota, the System/University, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require Magdeburg-Stendal University of Applied Sciences to be responsible for or defend against claims or damages arising solely from errors or omissions of the State of South Dakota, the System/University, its officers, agents, or employees as set forth by South Dakota Codified

Law Ch. 3-21 and its related coverage documents.

12. Good Faith Resolution

The Parties agree that they shall endeavor to settle any dispute relating to this Agreement by negotiating with each other in good faith.

13. Continued Authorization

The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. Commencement and Duration of the Agreement

The Agreement shall enter into force on the date of its signing by both institutions and shall remain in force for five years.

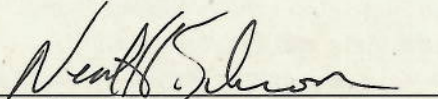
Either institution may, by giving six months written notice to the other institution, terminate the Agreement. In the absence of such and early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current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

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

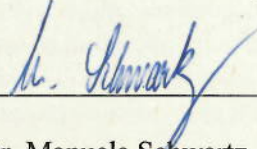
For Northern State University:



Dr. Neal H. Schnoor
President
Northern State University
USA

Date: 11-28-22

For Magdeburg-Stendal University of Applied Sciences:



Prof. Dr. Manuela Schwartz
President
Magdeburg-Stendal University of Applied Sciences
Federal Republic of Germany

Date: 26.9.22