

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – I (2)
DATE: March 29-30, 2023

SUBJECT

Agreements on Academic Cooperation – SDSU

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, South Dakota State University (SDSU) seeks approval to enter into an agreement on academic cooperation with Chitkara University, located in Chandigarh, India.

IMPACT AND RECOMMENDATION

The agreement results in the opportunity for joint research, faculty collaboration, and potential student and faculty exchange. The academic disciplines for collaboration may specifically include Agricultural and Biosystems Engineering, Civil and Environmental Engineering, Construction and Operations Management, Electrical Engineering and Computer Sciences, Mathematics and Statistics, and Mechanical Engineering.

Additionally, the agreement includes an Articulation Agreement creating a 2+2 collaborative undergraduate degree program. Students at Chitkara University will be able to complete the first two years of undergraduate studies, students would be able to enroll and complete the bachelor’s degree in Agricultural and Biosystems Engineering, Civil and Environmental Engineering, Construction and Operations Management, Electrical Engineering and Computer Science, Mathematics and Statistics, and Mechanical Engineering.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: Chitkara University

DRAFT MOTION 20230329_5-I(2):

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

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
CHITKARA UNIVERSITY**

On the basis of a mutual commitment to further international understanding and friendship, to share academic knowledge and to establish and develop mutually beneficial academic contacts, South Dakota State University (SDSU) and the Chitkara University (ChitkaraU) agree to the following:

I. Scope of the Cooperation

- Article 1. The institutions agree to exchange experience and information on questions of pedagogy, organization and contents of instruction, and the training of faculty and students, as appropriate. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties, and may specifically include Agricultural and Biosystems Engineering, Civil and Environmental Engineering, Construction and Operations Management, Electrical Engineering and Computer Science, Mathematics and Statistics, and Mechanical Engineering.
- Article 2. The institutions agree to exchange scientific and technical expertise, educational practices, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 4. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, student and faculty exchange, and other similar projects as appropriate.

II. Appointment of Coordinators

- Article 5. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for maintaining, revising, and/or renewing the agreement, as appropriate. In addition, each institution shall name at least one academic contact, and this person will coordinate the specific aspects of the agreement.
- Article 6. The following individuals at each institution will be responsible for coordinating this agreement:

<p>South Dakota State University</p> <p>PRIMARY CONTACT FOR AGREEMENT Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Mailing Address: Briggs Library, Suite 119 Brookings, SD 57007 Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540</p> <p>ACADEMIC UNIT CONTACT Name: Rajesh Kavasseri, Ph.D. Title: Associate Dean for Research Office: Jerome J. Lohr College of Engineering Mailing Address: Crothers Engineering Hall 201(E) Brookings, SD 57007 Email: Rajesh.Kavasseri@sdstate.edu Telephone: 605-688-4371 Fax: 605-688-5878</p>	<p>Chitkara University, Punjab and Himachal Pradesh</p> <p>PRIMARY CONTACT FOR AGREEMENT Name: Sangeet Jaura Title: Pro-Vice Chancellor Office: Office of International Affairs Mailing Address: SCO 160-161, Sector 9 C, Chandigarh – 160009, India Email: sangeet.jaura@chitkara.edu.in Telephone: +91 98760 47895 Fax: NA</p> <p>ACADEMIC UNIT CONTACT Name: Dr. Rajnish Sharma Title: Pro-Vice Chancellor Office: Academic Mailing Address: Chandigarh-Patiala, National Highway (NH-64), Near Rajpura – 140401, Punjab, India Email: acadaffairs.cuiet@chitkara.edu.in Telephone: +91 97794 50706 Fax: NA</p>
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Article 7. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

VI. Terms of Agreement

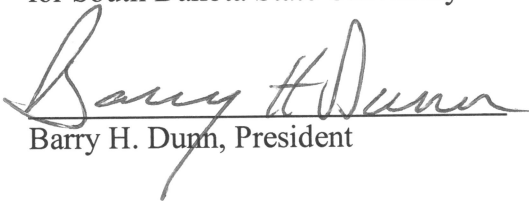
- Article 8. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution and may be terminated by either party by giving written notice to the other institution six months in advance of the date of termination. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
- Article 9. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, will require the execution of a separate agreement.
- Article 10. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 11. Nothing in the above agreement shall be construed as being legally binding.

Article 12. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this 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.

In the spirit of international friendship and cooperation, we hereby set our signatures:

for South Dakota State University

for Chitkara University


Barry H. Dunn, President

Dr. Madhu Chitkara, Pro- Chancellor

11-19-2022
Date:

Date:

**ARTICULATION AGREEMENT
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY, USA AND
CHITKARA UNIVERSITY, INDIA**

Chitkara University (ChitkaraU) and South Dakota State University (SDSU), through its Jerome J. Lohr College of Engineering, in order to enrich their educational and research programs and to strengthen cooperation between both universities (Parties), hereby agree to establish a collaborative undergraduate degree program in the field of Engineering and Computer Science under the conditions set forth by this agreement.

I. SCOPE OF THE COOPERATION

The Parties agree to establish a collaborative undergraduate degree program, a so-called 2+2 program (the Program) in the following majors in the College of Engineering: Agricultural and Biosystems Engineering, Civil and Environmental Engineering, Construction and Operations Management, Electrical Engineering and Computer Science, Mathematics and Statistics, and Mechanical Engineering. Under this Program, ChitkaraU students will commence and complete the first two years of their undergraduate studies at ChitkaraU where they will be advised to take as many of the available courses at ChitkaraU as possible that would be required for their intended major at South Dakota State University. Upon successful completion of the first two years and meeting all Program and SDSU admission requirements, ChitkaraU students participating in the Program will be allowed to transfer to SDSU where they will complete their undergraduate studies in Engineering or Computer Science from SDSU. Students who successfully complete the Program will earn a Bachelor of Science degree from SDSU Jerome J. Lohr College of Engineering.

II. ADMISSION PROCEDURE

- A. ChitkaraU will ask each participant fill out an SDSU online transfer student application form.
- B. ChitkaraU will advise each student to pay the application fee directly to SDSU.
- C. To help insure the success of the students, it is the responsibility of ChitkaraU to nominate students for the Program with a minimum cumulative GPA of 2.0 on a scale of 4.0. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following: Internet-based TOEFL Test (iBT) score, minimum-61, Paper-based TOEFL Test (PBT) score, minimum-500, and IELTS score, minimum-5.5, or a minimum TOEIC score of

650. TOEFL or IELTS or TOEIC scores must be submitted within two years of examination date.

- D. After all application materials have been submitted and reviewed, SDSU will admit qualified ChitkaraU students to the Program for full-time degree study in Agricultural and Biosystems Engineering, Civil and Environmental Engineering, Construction and Operations Management, Electrical Engineering and Computer Science, Mathematics and Statistics, and/or Mechanical Engineering..

III. SDSU'S PROGRAM IMPLEMENTATION

- A. SDSU will accept qualified ChitkaraU students to the Program each academic year.
- B. SDSU Jerome J. Lohr College of Engineering will provide academic advising.
- C. SDSU will appoint an administrator or faculty member to oversee the overall academic program and well-being of the students, and to work directly with ChitkaraU.
- D. SDSU-Office of International Affairs (SDSU-OIA) will provide ChitkaraU with a list of anticipated costs each year.
- E. SDSU-OIA will provide ChitkaraU with application materials, updated cost information and pre-departure information by email.
- F. SDSU-OIA will provide each admitted student with the documents necessary to apply for a U.S. student visa at the appropriate U.S. Embassy or Consulate overseas. The visa type will be a F-1.
- G. SDSU-OIA will provide orientation activities during the first days of the ChitkaraU students' arrival to include introductions to staff/teachers, academic orientation, orientation to housing and meals, review of the schedule, orientation to campus facilities, explanation of rules and regulations, and campus tour.
- H. SDSU-OIA will arrange for airport pickup on arrival day each semester.

III. CU RESPONSIBILITIES:

- A. **ChitkaraU** will have each participant fill out an SDSU application form and Residential room application form and will submit all necessary application documents.
- B. **ChitkaraU** will have each participant pay the applicable tuition, fees, and related costs for the credits in which they enroll at SDSU, directly to SDSU. The rate of tuition charged will be non-resident, and all mandatory and course/discipline fees will be assessed.

- C. **ChitkaraU** will have each participant provide for the international travel costs of the **ChitkaraU** group to and from Brookings, SD, including all airport transfers and taxes.
- D. **ChitkaraU** will have each participant arrange for visas and related travel documents.
- E. Each student will pay directly and separately to their student account designated by SDSU.
- F. **ChitkaraU** students will obtain major medical insurance coverage through SDSU’s International Student Accident & Medical Insurance Plan.
- G. **ChitkaraU** will have participants comply with all university rules and regulations.

IV. APPOINTMENT OF COORDINATORS

Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for maintaining, revising, and/or and renewing the agreement, as appropriate. In addition, each institution shall name at least one academic contact, and this person will coordinate the specific aspects of the agreement.

The following individuals at each institution will be responsible for coordinating this agreement:

<p>SOUTH DAKOTA STATE UNIVERSITY PRIMARY CONTACT FOR AGREEMENT Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Mailing Address: Briggs Library, Suite 119, Box 2115, Brookings, SD 57007 USA Email: sally.gillman@sdstate.edu Telephone: 605-688-6094</p> <p>ACADEMIC UNIT CONTACT Name: Sanjeev Kumar, PhD, PE, F.ASCE Title: Jerome J. Lohr Endowed Dean/Professor Office: Jerome J. Lohr College of Engineering Mailing Address: Crothers Engineering Hall 201(E) Box 2219, Brookings, SD 57007 USA Email: Sanjeev.Kumar@sdstate.edu</p>	<p>CHITKARA UNIVERSITY PRIMARY CONTACT FOR AGREEMENT Name: Sangeet Jaura Title: Pro-Vice Chancellor Office: Office of International Affairs Mailing Address: Chandigarh-Patiala National Highway (NH-64), Near Rajpura, Punjab, India Email: sangeet.jaura@chitkara.edu.in Telephone: +91 98760 47895</p> <p>ACADEMIC UNIT CONTACT Name: Dr. Rajnish Sharma Title: Pro-Vice Chancellor Office: Academic Mailing Address: Chandigarh-Patiala National highway (NH-64), Near Rajpura, Punjab, India Email: acadaffairs.cuiet@chitkara.edu.in</p>
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Telephone: 605-688-4161

Telephone: +91 97794 50706

The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.


V. TERMS OF AGREEMENT

- A. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution and may be terminated by either party by given written notice to the other institution six months in advance of the date of termination. A termination of the agreement will not affect persons who have already begun a 2+2 program under its provisions.
- B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, will require the execution of a separate agreement.
- C. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- D. Nothing in the above agreement shall be construed as being legally binding.
- E. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this 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.

In the spirit of international friendship and cooperation, we hereby set our signatures:

for South Dakota State University

for Chitkara University



Barry H. Dunn, President

11-18-2022

Date:

Dr. Madhu Chitkara, Pro-Chancellor

Date: