

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – K
DATE: May 9, 2023

SUBJECT

Agreements on Academic Cooperation – SDSMT

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 programing for which credit shall be awarded.” To comply with this requirement, South Dakota School of Mines and Technology (SDSMT) seeks approval to enter into two agreements on academic cooperation and student exchange with the University of Mines and Technology in Tarkwa, Ghana and Universidad Catolica del Norte in Antofagasta, Chile.

IMPACT AND RECOMMENDATION

Both agreements result in the opportunity for student and faculty/staff exchanges. Students will pay tuition at their home campus, and students will be responsible for all fees and expenses required by the host institution, along with their living expenses.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Memorandum of Understanding: University of Mines and Technology
Attachment II – Exchange Agreement: Universidad Catolica del Norte

DRAFT MOTION 20230509_5-K:

I move to approve South Dakota School of Mines and Technology’s agreements on academic cooperation with the University of Mines and Technology and the Universidad Catolica del Norte, as presented.

MEMORANDUM OF UNDERSTANDING

between

**South Dakota School of Mines & Technology
Rapid City, South Dakota, USA**



And

**University of Mines and Technology
Tarkwa, Ghana**



JANUARY, 2023

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made this [DATE]

Between

The University of Mines and Technology, a Public University in Ghana, established by Act 677 of the Parliament of the Republic of Ghana on 3rd November 2004 and empowered to award its own degrees, diplomas and certificates. The University of Mines and Technology (hereinafter referred to as "UMaT" which shall include its agents, assigns, officers and successors in title), acting per the Vice Chancellor Professor Richard Kwasi Amankwah, on the one part.

And

The South Dakota School of Mines & Technology is a public university in Rapid City, South Dakota. It was founded in 1885 and governed by the South Dakota Board of Regents. South Dakota Mines offers bachelor's, master's, and doctoral degrees. The South Dakota School of Mines & Technology of Rapid City, South Dakota, USA (hereafter referred to as "South Dakota Mines"), acting per the president Dr. Jim Rankin on the other part.

UMaT and South Dakota Mines, believe the development of collaborative academic, educational, and scientific goals are of mutual value, which are set forth in this Memorandum of Understanding (MOU).

All collaborative efforts will be entered into with due diligence given to ethical and professional considerations and standards. Cooperative activities will be developed on the basis of equality, reciprocity, and promoting sustainable partnerships.

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 faculty members and general staff (administrative and technical). 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 participation
 - Each party will recommend potential students for 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 options for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise specified in a supplemental written agreement, students will be responsible for meeting their own costs of living and paying tuition and fees to the host institution.

UMaT and South Dakota Mines 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.

Detailed descriptions of additional activities shall be defined in a separate addendum to the MOU. The addendum will include detailed information on the activity, including legal considerations for each university’s home country and governing body.

Both universities agree that all additional activities are dependent on the availability of funds. Both universities agree to seek financial support for the activities stated in this MOU.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five (5) years with the understanding that it can be terminated by either party with six (6) 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.

<p>Signed on behalf of University of Mines and Technology By</p>	<p>Signed on behalf of South Dakota School of Mines & Technology By</p>
<p>Professor Richard Kwasi Amankwah Vice Chancellor</p>	<p>Jim Rankin, PhD PE President</p>
<p>Date:</p>	<p>Date:</p>



EXCHANGE AGREEMENT BETWEEN UNIVERSIDAD CATOLICA DEL NORTE, ANTOFAGASTA, CHILE AND SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY, RAPID CITY, SOUTH DAKOTA, USA

The Universidad Católica del Norte, Antofagasta, Chile (hereafter referred to as “UCN”) and South Dakota School of Mines and Technology, Rapid City, USA (hereafter referred to as “SDSMT”) recognizing the educational and cultural exchanges which can be achieved between our two institutions, enter into this agreement to facilitate the exchange of students and scholars.

1. Definitions

- i) For the purposes of this agreement "home" institution shall mean the institution at which a student intends to graduate, and " host" institution shall mean the institution which has agreed to accept the student from the home institution.
- ii) Semester or academic year shall normally refer to the period relevant to the host institution.
- iii) "Faculty" shall represent the appropriate academic entity at the respective institutions.

2. Purpose of the Agreement

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.
- ii) The purpose of exchanges between Faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit which will be applied towards their degree at their home institution.

3. Responsibilities of Participating Institutions and Students

- i) Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.
- ii) Each institution agrees to accept and enroll exchange students as full-time, "non-degree" students for the duration of their exchange. Exchange students will be exempt from the host institution's tuition and course-related fees, with certain exceptions as specified in item number 6 of this document. SDSMT students going to UCN shall pay tuition and fees to SDSMT and UCN students going to SDSMT shall pay tuition and fees to UCN, if required.
- iii) Each exchange student will be provided with the same academic resources and support services that are available to all students at the host institution.
- iv) It is the responsibility of each exchange student to obtain official approval from his or her home institution for subjects taken at the host institution.

- v) It is the responsibility of each exchange student to ensure that he or she obtains a copy of his or her official statement of results (transcript) covering the subjects taken during the period of exchange. In addition, each host institution will forward a copy of the statement of results to the home institution's International Office. Exchange students will be responsible for paying any fees associated with having a transcript sent from the host institution to the home institution.
- vi) Exchange students will be subject to the rules and procedures as specified by the host institution for the academic period in which the student enrolls. The home institution will have responsibility for all matters concerning credit for subjects taken.

4. Balancing the Exchange

- i) It is the objective under this agreement that there will be parity in the number of students exchanged. For the purpose of computing this parity, the exchanges will be weighed as follows:
 - a. One short-term, credit-bearing program (less than 4 weeks) = 0.25 units; one summer session (4 - 11 weeks) = 0.5 units; one summer term (12 weeks) = 1.0 unit; one semester = 1.0 unit; one academic year = 2 units. However, each institution should be prepared to consider a disparity in any given semester or year during the period of this agreement. Any and all imbalances shall be resolved by the end of the period of this agreement.
- ii) The period of study for any individual exchange student will be for no longer than two semesters, but the number is limited to one unit over parity in each semester for the duration of the agreement.
- iii) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year. Each institution will make every effort to keep the number of students participating balanced. The number of UCN students each year who are relieved of any payments of tuition and fees to SDSMT is limited to one unit over parity. All other UCN students are welcome to study at SDSMT but will be required to pay full out-of-state tuition and fees. The home institution shall select which students participate in the exchange under this agreement, and which students do not.

5. Selection and Enrollment of Students

It is expected that only highly motivated students of above-average academic quality will be selected to participate in an exchange program. The home institution will screen applications from its student body for exchange. Undergraduate and graduate students are eligible to participate if they:

- i) have completed at least one year of study at their home institution (University-specific programs, such as research, may have additional requirements);
- ii) are enrolled at their home and host institution for the full period of the exchange;

- iii) have an enrollment proposal, approved by their home Faculty and host institution, and are deemed academically qualified to successfully complete the selected subjects at the host institution. Each institution will inform the relevant International Office of subject availability, including enrollment limitations and conditions;
- iv) have obtained agreement from their home Faculty, that upon successful completion of the subjects at the host institution, appropriate credit will be granted towards the degree at their home institution. In some circumstances, a student may undertake a clinical or practical assignment as part of an exchange program; and
- v) are proficient in the language of instruction at the host university. For UCN students, SDSMT will accept in lieu of the TOEFL or IELTS examination a favorable recommendation from a professor who is qualified to determine the student's English proficiency.

SDSMT students who plan to take courses held in Spanish at UCN are advised to show proof of language skills of at least level upper intermediate or better. For SDSMT students, UCN will accept in lieu of an official language examination a favorable recommendation from a professor who is qualified to determine the student's Spanish proficiency.

Each home institution will endeavor to send completed applications for their students to the International Offices at the host institution at least twelve (12) weeks before the beginning of the entry semester. This may be somewhat flexible, depending on estimated student visa processing times. The host institution reserves the right of final approval on the admission of a student.

6. Financial Responsibilities of Institutions

- i) Participating students from SDSMT will pay appropriate tuition and fees at SDSMT as per the published tuition and fee schedule. Participating students of SDSMT are relieved of any payments of tuition and fees to UCN except as cited in the following paragraphs. In addition, participants of UCN will pay tuition and fees at UCN, if so required. Participating students of UCN are relieved of any payments of tuition and fees to SDSMT except as cited in the following paragraphs.
- ii) Students attending SDSMT in reciprocal exchange agreements will pay all applicable incidental charges, the international student fee, appropriate housing and food service fees, and possibly the TabletPC lease fee (if enrolled in a course that requires use of the TabletPC). They will not be charged the system mandatory fees or discipline fees, provided the exchange is in balance and the outgoing student receives a similar waiver of academic fees. Students who enroll in an off-campus course will pay all off-campus tuition and program delivery fees associated with the course.
- iii) Students attending UCN on exchange agreements will pay the student semester fee/general activities/social fees required (if any) by UCN.

- iv) All living expenses shall be borne by the students of both institutions.
- v) The host institution will provide the appropriate orientation program(s) to the students at no additional cost. Excursions offered throughout the summer programs and the semester will be charged in full or in part to the student.

7. Financial Responsibilities of Exchange Students

- i) Exchange students will be financially responsible for:
 - travel to and from the host institution
 - books, stationery, etc.
 - travel documentation, visas, etc.
 - accommodation and living expenses
 - personal travel within the host country
 - nominal fee for official transcripts and/or Statement of Results
 - health coverage relevant to the exchange institution and country
 - SDSMT has student insurance that is mandated through our governing Board of Regents, so students coming to SDSMT must plan to purchase this insurance.
 - UCN has student insurance that is mandated through the Federal Government, so students coming to UCN must plan to purchase this insurance.
- ii) The home institution shall confirm that a candidate for exchange has the ability to meet all of his or her financial responsibilities as detailed above.

8. Accommodation

- i) The host institution ensures assistance with accommodation for incoming students who submit a timely application. Students will also be made aware that they are responsible for all costs associated with accommodation, including utility accounts and rental deposit. The host institution cannot guarantee housing on campus.
- ii) Accommodations for short term programs will be determined on an individual basis.

9. Exchange Student Families

It is not anticipated that spouses and dependents will accompany an exchange student. Where such arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses and workload are the responsibility of the exchange student. (Please note that SDSMT does not have accommodations on campus for married students with families.)

10. Faculty and Staff Exchanges

The two institutions agree in principle to the possibility of exchanges by Faculty and general staff (Administrative and Technical). 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.

11. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required, and to identify new opportunities for cooperation in scholarship and research.

12. Non-Discrimination and Equal Opportunities.

The parties will not deny participation, nor will they discriminate against students from the other institution within the framework of this Agreement, for any of the aspects, conditions or natures prohibited by the anti-discrimination laws of their respective countries, thus guaranteeing equal opportunities.

The UCN declares and guarantees that its actions comply with the Law No. 21,369, its purpose is to promote comprehensive policies aimed at preventing, investigating, punishing and eradicating sexual harassment, violence and gender discrimination, along with protecting and redressing victims in the field of higher education.

13. Period of Agreement

This Agreement will come into effect from the date of signature by both parties, and will remain in force for a period of five (5) years, and renewable every five years thereafter. The Agreement may be terminated by either party, without cause, provided six months written notice is given to the other party.

14. Notices

- i) Any notice or other communication under this Agreement shall be given in writing and delivered by hand, sent by pre-paid post or facsimiled transmission.
- ii) The address for any such notices is as follows:

Universidad Catolica del Norte

Name: Ms. Karol Trautmann
Position Title: Director of International Relations
Address: Av. Lib. B. O`Higgins 292, of. 22
Santiago de Chile
CHILE
Telephone: +56 2 22226216
Mobil: +56 975 390 640
e-mail: dri@ucn.cl / io@ucn.cl

South Dakota School of Mines and Technology

Name: Ms. Susan Aadland
Position Title: Director, Ivanhoe International Center
Address: 501 East Saint Joseph Street
Rapid City, SD 57701-3995
USA
Telephone: +1-605-394-6884
Facsimile: +1-605-394-6883
e-mail: international@sdsmt.edu

15. Signatures

This Agreement constitutes the entire agreement between the parties. No amendments consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by both parties.

**Signed on behalf of
Universidad Catolica del Norte
by**

**Signed on behalf of
South Dakota School of Mines and
Technology
By**

**Rodrigo F. Alda Varas, PhD
President**

**Jim Rankin, PhD PE
President**

Date:

Date: