

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – H
DATE: December 13-14, 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 programing for which credit shall be awarded.” To comply with this requirement, South Dakota State University (SDSU) seeks approval to enter into two agreements on academic cooperation with the University of Kinshasa, located in Kinshasa, Democratic Republic of the Congo and the University of Philippines Los Baños, located in Laguna, Philippines.

IMPACT AND RECOMMENDATION

The agreements result in the opportunity for the exchange of information among faculty, including within specific disciplines outlined in each agreement. Also, the institutions would exchange scientific and technical expertise, educational practices, and conduct joint research. Both institutions agree to discuss future collaborations and exchanges, including brief exchange visits, joint publication of research, student and faculty exchange, and other opportunities as appropriate.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation – SDSU & University of Kinshasa
Attachment II – Agreement on Academic Cooperation – SDSU & University of the Philippines Los Baños

DRAFT MOTION 20231213_5-H:

I move to approve South Dakota State University’s agreements on academic cooperation with the University of Kinshasa and the University of the Philippines Los Baños, as presented.

South Dakota
State
University
and the
University of
Kinshasa

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
UNIVERSITY OF KINSHASA**

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 University of Kinshasa (UniKin) 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 Geography and Geospatial Sciences, Agricultural and Biosystems Engineering, Economics, and English as a Second Language.
- 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 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.
- 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: Robert H. Watrel, Ph.D. Title: Department Head Office: Department of Geography and Geospatial Sciences Mailing Address: Wecota Hall 109, Box 506 Brookings, SD 57007 Email: robert.watrel@sdstate.edu Telephone: 605-688-6288 Fax: 605-688-4030</p>	<p>University of Kinshasa</p> <p>PRIMARY AND ACADEMIC UNIT CONTACT FOR AGREEMENT Name: Jean-Robert Bolambee Bwangoy-Bankanza Title: Associate Professor Office: Department of Geosciences Mailing Address: BP 125, Kinshasa, Kinshasa, Democratic Republic of Congo Email: bwangoy.bankanza@sdstate.edu Telephone: +243 99 99 99 881</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 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 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 the University of Kinshasa


Barry H. Dunn, President

Jean-Marie Ntumba Kayembe, MD, PhD
Rector

10-27-23
Date:

Date:

A

South Dakota

State

University

And

University of
the Philippines

Los Baños

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
BROOKINGS, SOUTH DAKOTA, USA
AND
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS
LAGUNA, PHILLIPINES**

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 University of the Philippines, Los Baños (UPLB) 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 cooperation shall cover academic disciplines to be determined and negotiated by both parties, and may specifically include the College of Agriculture, Food and Environmental Sciences.
- Article 2. The institutions agree to exchange research papers, 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. Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution's authorized representatives.
- 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. While advanced graduate and professional students may participate in cooperative activities as proposed in Article 1 above to conduct collaborative or independent research, this MOU does not provide for the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit at the host institution.

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 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.

Article 6. The following individuals at each institution will be responsible for coordinating this agreement:

South Dakota State University	University of the Philippines, Los Baños
<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 119, Box 2115 Brookings, SD 57007 USA Email: sally.gillman@sdstate.edu Telephone: +1-605-688-6094 Fax: +1-605-688-6540</p>	<p>PRIMARY CONTACT FOR AGREEMENT Name: Rommel C. Sulabo, Ph.D. Title: Professor Office: B. M. Gonzalez Animal Science Complex Mailing Address: UP Los Baños, 4031 College Laguna, Philippines Email: rcsulabo@up.edu.ph Telephone: +63-916-654-2032</p>
<p>ACADEMIC UNIT CONTACT Name: Robert Thaler, Ph.D. Title: Professor/Extension Swine Specialist Office: Animal Science Complex 114 Mailing Address: Box 2170 Brookings, SD 57007 Email: robert.thaler@sdstate.edu Telephone: +1-605-688-5435</p>	<p>ACADEMIC UNIT CONTACT Name: Rommel C. Sulabo, Ph.D. Title: Professor Office: B. M. Gonzalez Animal Science Complex Mailing Address: UP Los Baños, 4031 College Laguna, Philippines Email: rcsulabo@up.edu.ph Telephone: +63-916-654-2032</p>

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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 University of the Philippines, Los Baños



Barry H. Dunn, President

Jose V. Camacho, Jr., Chancellor



Date:

Date: