

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – H (1)
DATE: June 26-27, 2024

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 & Technology (SDSMT) seeks approval to enter into an agreement on academic cooperation with the Universidad Polit cnica de Puerto Rico in San Juan, Puerto Rico.

IMPACT AND RECOMMENDATION

The agreement with the Universidad Polit cnica de Puerto Rico will allow the two universities to explore staff exchange and collaboration, joint research activities and publications, continuing education and professional development opportunities, and student exchanges.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation – SDSMT & Universidad Polit cnica de Puerto Rico

DRAFT MOTION 20240626_6-H(1):

I move to approve South Dakota School of Mines & Technology to finalize and execute the agreement on academic cooperation between SDSMT and the Universidad Polit cnica de Puerto Rico in substantially similar form to that set forth in Attachment I.



MEMORANDUM OF UNDERSTANDING

between

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

and

**Universidad Politécnica de Puerto Rico
San Juan, Puerto Rico, USA**



Universidad Politécnica de Puerto Rico, San Juan, Puerto Rico (hereafter referred to as “Universidad Politécnica”) and the South Dakota School of Mines & Technology of Rapid City, South Dakota, USA (hereafter referred to as “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.

“Universidad Politécnica” 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 years with the understanding that it can be terminated by either party, without cause, with six 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 Universidad Politécnica de Puerto Rico By:</p>	<p>Signed on behalf of South Dakota School of Mines & Technology By:</p>
<p>Eng. Ernesto Vázquez Martínez President</p>	<p>Jim Rankin, PhD PE President</p>
<p>Date:</p>	<p>Date:</p>