

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**  
**Consent**

**AGENDA ITEM: 5 – I (2)**

**DATE: April 2-3, 2025**

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**SUBJECT**

**Agreements on Academic Cooperation – USD**

**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, the University of South Dakota (USD) seeks approval to enter into an agreement on academic cooperation with Cadi Ayyad University, located in Marrakech, Morocco.

**IMPACT AND RECOMMENDATION**

The agreement with Cadi Ayyad University 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 – USD & Cadi Ayyad University

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**DRAFT MOTION 20250402\_5-I(2):**

I move to approve the University of South Dakota to finalize and execute the agreement on academic cooperation between USD and Cadi Ayyad University in substantially similar form to that set forth in Attachment I.

## Memorandum of Understanding

### between Cadi Ayyad University, Morocco and University of South Dakota, USA

The President of the Cadi Ayyad University (hereinafter referred to as UCA), Marrakech, Morocco, and the Chair of the Department of Computer Science at the University of South Dakota, USA affirm their intent to promote such academic collaboration and exchanges as will be of mutual benefit to their respective Institutions and agree to:

#### Article 1: PURPOSE AND SCOPE

The universities, in accordance with their nature and objectives, are destined to play an essential role about the strengthening of friendship between the nations and their economic, social, and cultural development. This agreement is made as a gesture of good will between the two universities/institutions.

#### Article 2: AREA OF COOPERATION

The areas of collaboration may include any activity at either institution that could help foster and develop the relationship, such as:

1. Exchange of faculty and staff,
2. Exchange of students for studying and/or practical training/internships,
3. Special short-term academic programs and new forms of studying,
4. Cooperation concerning research projects including joint-supervision and accomplishment of doctoral theses,
5. Exchange of information, documentation, and materials where appropriate,
6. Acceptance of transfer of credits among the institutions,
7. Organizing joint conference and meetings,
8. Identifying and exploring further activities of mutual interest.

Details of the implementation of any exchange or cooperation resulting from this agreement shall be negotiated between the two educational institutions as such specific areas arise.

#### Article 3: IMPLEMENTATION AND EXECUTION

The collaboration on any activity, including the above listed activities, shall be subject to securing appropriate funding based on the approval of each institution's respective authority and to entering into separate agreements upon terms and conditions mutually agreed to by the parties.

Each Institution shall designate a liaison officer to develop and coordinate the specific activities. These are those individuals at the date of the signing of this agreement:

UCA (Morocco) – contact person:

International Relations Office

Cadi Ayyad University

Av. Abdelkrim El Khattabi, B.P. 511 – 40000, Marrakech, Morocco

Contact: (+212) 5.24.434.885 (tel) | [vp-ri@uca.ma](mailto:vp-ri@uca.ma) (email)

USD (USA) – contact person:

KC Santosh, PhD

Professor and Chair, Computer Science Department

University of South Dakota

414 E Clark St, Vermillion, SD 57069, USA

Contact: (+1) 605.658.6841 (tel) | [kc.santosh@usd.edu](mailto:kc.santosh@usd.edu) (email)

Each Institution agrees not to use the other's name or logo in publicity without written consent from the Senior Executive of the other Institution or his/her designate.

#### **Article 4: INTELLECTUAL PROPERTY**

The intellectual property policies in place at each Institution shall apply to the activities initiated and implemented by the respective researchers.

#### **Article 5: SELECTION OF PARTICIPANTS**

Participants under this Memorandum of Understanding will be selected based on merit and without regard to race, national or ethnic origin, color, religion, age, sex, marital status, physical handicap, or sexual orientation. UCA and USD will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met.

#### **Article 6: VALIDITY**

This Memorandum of Understanding shall remain in force for a period of five (5) years from the date of last signature. It can be renewed after an evaluation for a period of one-year unless either university gives a written notice of intent to discontinue six months prior to its expiration.

#### **Article 7: SETTLEMENT OF DISPUTES**

Any disputes between the Parties regarding the interpretation or implementation of this Agreement shall be settled amicably.

This agreement has been signed in two copies, texts in English language, and each institution will receive one copy.

Cadi Ayyad University, Morocco

University of South Dakota, USA

\_\_\_\_\_  
Marrakech

Place, Date

\_\_\_\_\_  
John Dudley

Dean, College of Arts & Sciences

\_\_\_\_\_  
Signature

The President

\_\_\_\_\_  
Sheila K. Gestring

President, University of South Dakota