EXCHANGE AGREEMENT

BETWEEN

TECHNISCHE UNIVERSITÄT, BERGAKADEMIE, FREIBERG, SAXONY, GERMANY

AND

SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY

The Technische Universität, Bergakademie, Freiberg (TU-B) and South Dakota School of Mines and Technology (SDSM&T) 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

Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.

i) 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. SDSM&T students going to Germany would pay tuition and fees to SDSM&T for courses in which they are enrolled at SDSM&T.

ii) Each exchange student will be provided with the same academic resources and support services that are available to all students at the host institution.

iii) 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.

iv) 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 instutition to the home institution.

v) 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. Numbers of Participants

i) The period of study for an exchange will be for one or two semesters, but the number is limited to one over parity in each semester for the duration of the agreement.

ii) 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 TU-B students each year who are relieved of any payments of tuition and fees to SDSM&T is limited to one over parity. All other TU-B students are welcome to study at SDSM&T, but will be required to pay full out-of-state tuition and fees. The selection of which students pay and which do not will be determined by TU-B.

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. Students, both undergraduate and post-graduate, are eligible to participate if they:

i) have completed at least one year of study at their home institution;

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; and

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.

v) For German students, we will accept in lieu of the TOEFL examination a favorable recommendation from a professor who is qualified to determine the student's English proficiency.

Each home institution will send completed applications for their students to the host institution at least twelve (12) weeks before the beginning of the entry semester. The host institution reserves the right of final approval on the admission of a student.

6. Financial Responsibilities of Institutions

Participating undergraduate students from SDSM&T will pay appropriate tuition and fees at SDSM&T as per the published tuition and fee schedule. Participating undergraduate students of SDSM&T are relieved of any payments of tuition and fees to TU-B except as cited in the following paragraphs. In addition, undergraduate participants of TU-B will pay tuition and fees at TU-B, if so required. Participating undergraduate students of TU-B are relieved of any payments of tuition and fees to SDSM&T except as cited in the following paragraphs.

Students attending SDSM&T on exchange agreements will pay all applicable special discipline fees, salary enhancement fees, incidental fees, the International Student Fee, and appropriate room and board fees. Students who enroll in a self-support course will pay all self-support tuition and delivery fees associated with the course.

Students attending TU-B on exchange agreements will pay the general activities/social fees required by the partner university. All living expenses shall be borne by the students of both institutions.

The host institution will provide the appropriate orientation program(s) to the students at no additional cost.

7. Financial Responsibilities of Exchange Students

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
  - SDSM&T has student insurance that is mandated through our governing Board of Regents, so students coming to SDSM&T must plan to purchase this insurance.

The home institution shall satisfy itself that a candidate for exchange has the ability to meet all his or her financial responsibilities as detailed above.

8. Accommodation

The host institution ensures 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. (Please note that this is specific to on-campus accommodations at SDSM&T. Many international students choose to live off campus. Assistance will be provided to those students who choose to live off campus.)

9. Exchange Students 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 SDSM&T does not have accommodations for married students with families.)

10. Faculty and Staff Exchanges

The two institutions agree in principle to the possibility of exchanges by General staff (Administrative and Technical) and Faculty members. 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. 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 three years, and renewable every three years thereafter. The Agreement may be terminated by either party provided six months written notice is given to the other party.

13. 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:

TU Bergakademie Freiberg
Name: Fr. Ingrid Lange
Position Title: Internationales Universitätszentrum
Address: Lessingstr. 45
09596 Freiberg
GERMANY
Telephone: +49 3731 39 2580
Facsimile: +49 3731 39 3659
e-mail: ingrid.lange@iuz.tu-freiberg.de

South Dakota School of Mines and Technology
Name: Ms. Suzi Aadland
Position Title: Director, Ivanhoe International Center
Address: 501 East Saint Joseph Street
Rapid City, SD 57701-3995
USA
Telephone: 01.605.394.6884
Facsimile: 01.605.394.6883
e-mail: Suzi.Aadland@sdsmt.edu

14. 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
Technische Universität Bergakademie, Freiberg
by

Prof. Dr. Bernd Meyer, Rector

Date: August 22, 2011

Signed on behalf of

South Dakota School of Mines and Technology
by

Robert A. Wharton, Ph.D.
President

Date: 7-6-11