INTERNATIONAL MEMORANDUM OF AGREEMENT
BETWEEN THE PONTIFICIA UNIVERSIDAD JAVERIANA
AND
SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY

I. GENERAL

The Pontificia Universidad Javeriana, Bogotá, Colombia (hereinafter “PUJ”) represented by its
Rector, Father Joaquin Sánchez Garcia, S.J., and South Dakota School of Mines and Technology,
(hereinafter “SDSMT”) represented by its President Dr. Robert A. Wharton, hereby agree to
cooperate under the terms described below.

A. Purpose of the Agreement

With the objective of promoting academic cooperation in education and research, and
considering that the Parties to the agreement are united by common interests in academic,
scientific and cultural affairs, the Parties agree to enter into this Memorandum of Agreement.

B. Modes of Collaboration

Subject to mutual consent, the areas of cooperation shall include any academic program offered
by both universities, considered of interest to the Parties, and that according to the latter, will
contribute to the fostering and development of cooperation initiatives, which include but are not
limited to:

1. Exchanges of faculty, researchers and staff for short-term and, as funding and other
circumstances permit, longer-term visits.

2. Student exchange programs implemented with, or without, external funding at the
graduate and undergraduate level.

3. Promoting scientific, academic and cultural activities such as short term courses,
seminars, workshops and conferences of mutual interest, and the exchange of
publications and other academic material.

4. The design of collaborative research projects; development of formal proposals for
funding of such research; participation in international calls for research proposals.

5. Development of joint academic programs.

6. Inter-institutional internship programs.
II. TERMS OF THE AGREEMENT

A. Faculty and Researchers' Exchange

Exchanges of faculty and researchers shall be conducted under the following guidelines:

1. The Parties shall — for duration to be determined on a case-to-case basis and after mutual agreement — invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.

2. At the time of invitation, the Parties will determine funding conditions related to travel expenses and living costs for faculty and research visitors.

3. The Parties shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.

4. Each faculty and research exchange participant must obtain medical insurance coverage during the exchange period. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting scholars.

5. Exchange faculty and researchers shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits or approvals.

6. The Parties to the agreement shall inform one another regularly about the curricular programs offered by each institution, and especially about research seminars, scientific conferences, and symposia organized by each. The Parties will exchange documentation and publications issued from these activities.

7. Should any faculty and research collaboration result in any potential for intellectual property, the Parties shall meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Parties.
B. Student Exchange

1. With the objective of granting students from both institutions the opportunity to learn about the culture and academic life of the counterpart, students that are enrolled as full time students in an academic program offered by either Party may participate in the Student Exchange Program.

2. The responsibility for the selection of participating students in the Exchange Program will fall upon the home institution and will be carried out according to its norms and regulations concerning academic records and any other established criteria. The home institution will provide the host institution with the list of students that have qualified for the exchange.

3. It is the host institution’s prerogative to accept the exchange students presented by the home institution, subject to the exchange seats available.

4. The exchange student should demonstrate language proficiency in the language(s) of instruction of the host University.

5. The student exchange program’s duration is of one (1) academic semester, after which the exchange student must return to their home institution. This period of time may be extended subject to mutual consent, but must not exceed an additional term of one (1) academic semester.

6. The Parties agree to foster student exchange through tuition and fees waiver at the host institution; said fees will be paid by the exchange student at the home institution, with the following exception

   a. Students attending SDSMT 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 are also responsible for purchasing books and supplies as required by the courses they are taking. SDSMT will provide a cost estimate for these fees annually.

7. All other costs associated with the exchange, such as traveling and living expenses, accommodation and health insurance will be the exchange student’s responsibility. SDSMT has student insurance that is mandated through our governing Board of Regents, so students coming to SDSMT must be prepared to purchase this insurance. The host institution shall assist exchange students in finding suitable accommodation, but does not guarantee the same.
8. Exchange students will be enrolled as full-time non-degree students at the host institution. Thus, exchange students must take sufficient courses at the host institution to be considered full time students.

9. The number of exchange students will be defined and agreed upon annually on the basis of exchange seats available in both institutions.

10. Exchange students will have the same rights and duties as students of the host institution. Therefore, exchange students must abide by all statutes, rules and regulations of the host institution for the duration of the exchange.

11. Students who wish to enroll in a degree program at the host university must have undergone the normal admission procedures of that institution and will pay tuition and fees as a degree-seeking student.

12. The student exchange program shall be open to undergraduate and graduate students (Master and PhD Degree programs). This program shall be developed according to the following general guidelines:

   a. Academic achievements at the host university shall be recognized by the home university according to the latter's standards and procedures.

   b. Specifics of each exchange student's course of study in the host institution must be clarified and mutually agreed upon by means of a Learning Agreement before the beginning of the student's exchange experience.

   c. At the end of the exchange program, the host university will certify the grades and credits achieved by the exchange student. At SDSMT, this will be a transcript of courses and grades.

   d. The undergraduate exchange student should have completed at least two (2) years of study at the home institution, before participating in the program.

   e. The Parties will determine on a case-to-case basis, the period of study that Graduate exchange students should have completed at the home institution, before participating in the program.

13. Exchange students shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits or approvals.

14. Exchange students must purchase appropriate medical, accident, civil liability and repatriation insurance before leaving their home country. This coverage is included in the insurance policy approved by our governing South Dakota Board of Regents. However, it is also recommended that students purchase short-term travel insurance.
III. ADMINISTRATIVE GUIDELINES

1. The terms of cooperation for each specific activity not contemplated by this Memorandum of Agreement shall be mutually discussed and agreed upon in writing by both Parties, prior to the initiation of the activity. Such agreements will constitute appendices to this Memorandum of Agreement and will state the objective, duration, budget, activities to be carried out by each Party, conditions concerning intellectual property, and shall be approved by the corresponding authority of each institution.

2. The designated liaison officers for this Memorandum of Agreement are:

For Pontificia Universidad Javeriana

Name: Maria Margarita Lombana
Position: Director of International Relations
Address: Cra. 7º No. 40-62 Edificio Emilio Arango, Piso 6
Telephone: (57 1) 3208320 Ext. 2021
Fax: (57 1) 3208320 Ext. 3908
E-mail: lombana.m@javeriana.edu.co

For South Dakota School of Mines and Technology

Name: Susan R. Aadland
Position: Director, Ivanhoe International Center
Address: 501 East Saint Joseph Street, Rapid City, SD 57701
Telephone: 1.605.394.6884
Fax: 1.605.394.6883
E-mail: ivanhoe@sdsmt.edu

Notification of any changes in liaison officers shall be made in writing. No amendments to this Memorandum of Agreement are required for that purpose.

IV. LEGAL PROVISIONS

1. Intellectual Property: The Parties agree that the specific agreements of cooperation shall include the necessary provisions for the protection of property rights to inventions, copyright and other intellectual property that result from joint work or collaborative research activities.

2. Civil Liability: Neither Party shall be liable for any damage caused by force majeure or acts of God, and particularly by the suspension of academic or administrative activities at
either institution. Once these difficulties have been surmounted, activities shall be resumed.

3. **Employment Relationship:** This Memorandum of Agreement is essentially an academic agreement between the Parties. Therefore, this agreement does not originate an employment relationship between the home institution and the faculty and researchers of the host institution, and vice versa, nor shall it bind the parties to provide welfare or social security benefits to visiting scholars.

4. **Duration and Amendment:** This Memorandum of Agreement shall remain in force for a period of five (5) years from the date of signature with the understanding that it may be terminated by either Party provided that a written notice is given with ninety (90) days in advance, unless an earlier termination is mutually agreed upon. The Memorandum of Agreement may be amended or extended by mutual written consent. In case of termination, the Parties shall take the necessary measures to ensure the conclusion of commenced activities.

5. **Conflict Resolution:** The Parties hereto shall carry out all the activities under this agreement in good faith. In case of disagreement, the Parties agree to make every reasonable effort, with common goals to resolve such dispute directly and willingly, through their Presidents or designees.

6. **Entire Agreement:** This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

In witness hereof, the Parties hereby affix their signatures to this document in two counterparts on the _23_ day of _April_ of 2012.

For Pontificia Universidad Javeriana For South Dakota School of Mines and Technology

Father Joaquin Sanchez García, S.J. Robert A. Wharton, Ph.D.
Rector President