

**COOPERATIVE EXCHANGE AGREEMENT BETWEEN
SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY
AND
UNIVERSITY OF SOUTH-EASTERN NORWAY**

This Cooperative Exchange Agreement (“Agreement”) is hereby made between South Dakota School of Mines & Technology (SDM), a university under the control and management of the South Dakota Board of Regents, existing under the laws of South Dakota, and located at Rapid City, South Dakota, hereinafter referred to as SDM and University of South-Eastern Norway, a Norwegian public university, located at Borre, Norway, hereinafter referred to as USN.

- I. Definitions
 - a. “Academic Year” shall have the meaning and duration assigned to it by each respective institution.
 - b. “Credits” shall have the meaning and equivalency assigned to it by each respective institution.
 - c. “Faculty” shall represent the appropriate academic entity at the respective institutions.
 - d. “Home institution” shall mean the institution in which a student is officially enrolled and from which the student intends to graduate, and in which a faculty or staff member is employed.
 - e. “Host institution” shall mean the institution that has agreed to receive an exchange student or accept a staff member from the home institution.
 - f. “Semester” shall have the meaning and duration assigned to it by each respective institution.
 - g. “Tuition and fees” shall mean the fees and costs charged for educational instruction during the relevant academic period by the respective institution. This term does not include incidental fees such as room and board, books, activity fees, travel costs, insurance or health costs, or recreational costs.
- II. Purpose
 - a. The Parties desire to establish educational relations and cooperation between the two institutions, in order to promote academic relationships and enrich the understanding of the cultures of the two countries concerned, and to promote collaborative research and educational developments.
 - b. Mainly Engineering and Science programs are offered for students at both institutions, however, students are allowed to take courses in any subject areas that there is an interest and availability at both schools.

- c. The Parties have expressed a mutual interest to initiate a strategic cooperation comprised of student exchange between the Institutions.
- d. The purpose of Student Exchange is to enable students from a Home Institution to take courses at, but not pursue a degree or graduate from, the Host Institution. Course credits earned at a Host Institution will be applied to a student's degree at their Home Institution.

III. Student Exchange:

- a. Each institution shall undertake all reasonable measures in order to give maximum effect to this exchange agreement.
- b. Each institution shall be responsible to inform the other institution of any changes to national, state, local, or internal rules and regulations that may impact the Agreement (e.g. definitional changes to what constitutes a Credit or full-time student).
- c. Each institution shall undertake to actively promote and give their students information about the student exchange program, the other institution, and suitable courses at the other institution.
- d. The obligations pertaining to participating students will be provided to and explained to interested students.
- e. Interested students will be screened for eligibility for admission by their Home Institution. Each institution shall respect the admission requirements and enrollment constraints of the Host Institution. Prospective student participants will be subject to the standard rules, regulations, and enrollment constraints of the Host Institution in the admission process. The Host Institution shall retain final authority on admission decisions.
- f. Selection and Enrollment of Students. An email with the link to requirements and application procedures will be sent when students are nominated.
 - i. It is expected that only highly motivated students will be selected to participate in an exchange program. The Home Institution will screen applications from its student body for exchange. Students are eligible to participate if they meet university-specific requirements. They:
 - 1. Have completed at least one year of study at the home institution;
 - 2. Are enrolled at the home and host institutions for the full period of the exchange;
 - 3. 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 Student and Scholar Services Office of subject availability, including enrollment limitations and conditions;

4. Have obtained agreement from their Home Institution faculty that, upon successful completion of subjects at the Host Institution, appropriate credit will be granted toward the degree at their Home Institution; and
 5. Are proficient in the language of instruction at the Host Institution.
- ii. Each Home Institution will endeavor to assist students with sending completed applications to the International Student and Scholar Services Office at the Host Institution at least twelve (12) weeks before the beginning of the entry semester. Flexibility under this section may be provided, depending on estimated student visa processing time.
 - iii. A Host Institution reserves all rights regarding the final approval of admission of a prospective student under this agreement.
- g. Each institution shall make clear to participating students that it is the responsibility of the participating student to obtain official approval from the student's Home institution for subjects taken at the Host institution. The Home Institution will have responsibility for all matters concerning credits for subjects taken. The planning of a student exchange occurs in consultation with the exchange student, the Home institution, and the Host institution. The exchange student is expected to meet the prerequisites of courses enrolled in during the exchange period. The exact program of study for each student will be determined by the student with the approval of the student's Home institution.
 - h. Unless otherwise specified within this agreement, each institution shall accept and enroll exchange students as full-time, non-degree seeking students for the duration of their exchange. Eligible students' placement or enrollment may be subject to completion and review of applicable program prerequisites for a student's program of interest.
 - i. Duration of Exchange:
 - i. An individual exchange student's exchange period may not exceed one academic year of full-time study. For purposes of this section, full-time study is defined as 15 undergraduate or 12 graduate credits per semester at SDM and 30 ECTS credits per semester at USN.
 - j. It is the responsibility of the participating exchange students to obtain a copy of his or her official transcript (or statement of academic results) covering the subjects taken during the period of exchange. Subject to applicable data

protection laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, the Host institution will forward a copy of the transcript to a participant's Home Institution International Student and Scholar Services Office. Exchange students will be responsible for paying any fees associated with having a transcript sent from the Host institution to the Home institution, and for providing any required consent to release information from one institution to the other.

k. Parity:

- i. Each party shall strive for an equal student exchange balance each academic year. The student exchange shall balance over a five-year period.
 1. The parties will negotiate the exact number of exchange students on a yearly basis to achieve the parity and balance set forth in this section.
- ii. The measure of the exchange will be that one semester at the Home Institution will be equal to one semester at the Host Institution. An academic year at the Home Institution will be equal to an academic year at the Host Institution.
- iii. Short-term program duration and student participant parity will be negotiated on a case-by-case by the parties in order to achieve the parity and balance contemplated by this section.
- iv. An individual exchange student's exchange period may not exceed one academic year of full-time study as defined by a student's Home Institution.

l. Finances:

- i. Exchange students shall pay tuition and other fees, if applicable, to their Home institution in accordance with federal, state, or local requirements.
- ii. Exchange students shall be exempt from tuition and other related fees at the Host institution, with the exception of the following:
 1. Students attending SDM in reciprocal exchange agreements will pay all applicable incidental charges, the international student fee, appropriate housing and food service fees, and possibly the TabletPC lease fee (if enrolled in a course that requires use of the TabletPC). They will not be charged the System mandatory fees or discipline fees, provided the exchange is in balance and the outgoing student receives a similar waiver of academic fees.

- iii. Students who enroll in an off-campus or online course will pay all off campus/online tuition and program delivery fees associated with the course.
- iv. Each exchange student is responsible for all personal costs in connection with the Student Exchange. Such costs include but are not limited to accommodation, travel (flight, vehicle rental, etc.), books, equipment, consumables, hospitalization, health insurance, personal travel within the Host country, and other incidental expenses arising out of the exchange. The Parties are not liable to each other or participating students for personal costs but will make reasonable efforts to inform students of commonly connected costs, in order for students to assess whether they are able to undertake the necessary expenses on an individual basis.
 - 1. Health insurance coverage is REQUIRED for all students.
 - a. SDM has student insurance that is mandated through our governing Board of Regents, so students coming to SDM must plan to purchase this insurance.
 - b. USN does not require students to purchase any particular insurance. Students must have valid health insurance that covers their entire stay, but students are free to choose their insurance providers. If insurance is not required or available, SDM students will purchase insurance through the approved insurance provider.
- m. The Host institution shall advise exchange students on available and suitable student housing who submit a timely application and will make reasonable efforts to assist the exchange students in arranging suitable accommodations. Students will be made aware that they are responsible for all costs associated with accommodation, including utility accounts and rental deposits. A Host institution cannot guarantee housing on campus. Accommodations for short term programs will be determined on an individual basis.
- n. Each exchange student will be provided with the same academic resources and support services, including appropriate orientation programs, that are available to all students at the Host institution.
- o. Each exchange student will be subject to the rules and procedures governing students as specified by the Host institution for the academic period in which the student is enrolled.
- p. Each exchange student is responsible for obtaining the necessary travel documentation, including but not limited to a passport and/or travel visa. The

Parties shall not be liable to each other or to any other party for the failure of the Exchange Student to obtain the necessary documentation.

- q. It is not anticipated the spouses, partners, or dependents will accompany an exchange student. If an exchange student wishes to be accompanied by a spouse, partner, or dependent, all additional expenses and arrangements for additional individuals are the sole responsibility of the exchange student. Special accommodation such as married or family housing may be available but will be not be guaranteed.

IV. Miscellaneous

- a. Both Parties will be responsible for a regular review of the exchange program on a yearly basis. Such review is essential to make appropriate and mutually agreed modifications and to ensure requirements regarding parity are met.
- b. The Parties will not deny participation, nor will they discriminate against students from the other institution within the framework of this Agreement, for any of the aspects, conditions, or natures prohibited by the anti-discrimination laws of their respective countries and jurisdictions.
- c. The Parties will, at all times, comply with all laws, regulations, and governmental requirements applicable to this Agreement

V. Force Majeure

- a. Either Party shall be excused from performance from this Agreement with respect to any obligation herein to the extent that failure to perform such obligation is due to a force majeure event. A force majeure event means any circumstance not within the reasonable control of an affected party, to the extent that such circumstance, despite reasonable diligence, cannot be or caused to be prevented, avoided or removed by a party; and such circumstance materially and adversely affects the ability of the party to perform its obligations under this agreement, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. Examples of a force majeure event include, but are not limited to, acts of war, invasion, acts of terrorists, riot, and sabotage; earthquakes, hurricanes, floods, pandemic or epidemic, or other such extreme weather or environmental conditions; strikes, lockouts, or labor disputes.
- b. A party wishing to invoke this section shall notify the other party as soon as possible after the occurrence of a force majeure event and the expected duration of the event. The invoking party shall thereafter keep the other party informed until such time as it is able to perform its obligations under this agreement.

- c. The parties shall use reasonable endeavors to overcome the effects of a force majeure event, mitigate the effect of any delay caused by a force majeure event, and ensure resumption of normal performance of this agreement as soon as reasonably practicable.
- VI. Term of Agreement and Termination
 - a. This Agreement will be effective from the date of signature by both parties and will remain in force for a period of five (5) years. It is renewable every five years thereafter if either party notifies the other in writing of their desire to renew the agreement within six months of the Agreement's expiration and the non-notifying party accepts the notice to renew. This agreement may be terminated by either party, without cause, provided that six months' written notice is given to the other party.
- VII. Relationship between the Parties
 - a. The relationship between the Parties is that of independent contractors and nothing contained in this Agreement shall be construed to give either Party the power to direct or control the day-to-day activities of the other. Neither party is a representative or partner of the other party nor has the authority to enter into any agreement or incur obligations or liability of or otherwise bind the other party.
 - b. Nothing in this Agreement grants either party a license of use or rights over the other party. The use of trademarks and/or denominations of one party by the other party without the owner's written consent is strictly prohibited.
- VIII. Funding Out
 - a. This Agreement depends on the continued availability of the appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal fund restrictions, this Agreement will be terminated by SDM. Termination for any of these reasons is not a default by SDM nor does it give rise to a claim against SDM.
- IX. Data Protection
 - a. Each party agrees that personally identifiable information such as education records of the students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable law.
- X. Academic freedom
 - a. The parties agree to promote and respect the academic freedom of the respective staff and students involved in the cooperation.
- XI. Dispute Resolution

- a. The Parties agree that they shall endeavour to settle any dispute relating to this agreement by negotiating with each other in good faith.

XII. Notices

- a. Any notice or other communication under this Agreement shall be given in writing and delivered by pre-paid post, electronic mail, or facsimiled transmission
- b. The following parties and addresses for any such notices are:
- i. South Dakota School of Mines & Technology
 - 1. Beth Riley, Director, Ivanhoe International Center
 - 2. international@sdsmt.edu
 - 3. +1-605-394-6884
 - ii. University of South-Eastern Norway
 - 1. Anette Staaland, Director of International Relations Office
 - 2. Anette.staaland@usn.no
 - 3. +47 35 57 50 32

XIII. Signatures:

- a. This Agreement constitutes the entire agreement between the parties. No amendments, consent, or waiver of the terms of this Agreement shall bind either party unless in writing and signed by both parties.

Signed on behalf of
South Dakota School of Mines & Technology
by

Brian Tande

Dr. Brian Tande
President

Date: 10/8/2025

Signed on behalf of
University of South-Eastern Norway
By

Prof. Pia Cecilie Bing-Jonsson

Dr. Pia Cecilie Bing-Jonsson
Rector

Date: 10/9/2025