

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – G (2)

DATE: March 28-30, 2017

SUBJECT: Agreement on Academic Cooperation – SDSM&T

South Dakota School of Mines and Technology seeks approval to enter into a Memorandum of Understanding with National Institute of Technology Durgapur, West Bengal, India, to assist in facilitating collaborative opportunities between the two universities (see Attachment I). The agreement may result in the opportunity for joint research, faculty collaboration and potential student exchange. The agreement specifies that both inbound and outbound students are responsible for payment of tuition and fees to the host institution. All expenses, including tuition, fees, living and incidental expenses shall be borne by the participating students.

DRAFT MOTION 20170328_4-G(2): I move to approve the Memorandum of Understanding between South Dakota School of Mines and Technology and National Institute of Technology Durgapur, West Bengal, India.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made between

- (A) National Institute of Technology Durgapur, West Bengal-713209, INDIA**
- (B) South Dakota School of Mines & Technology, Rapid City, South Dakota 57701, USA**

To develop an academic exchange and cooperation program in academics and research, South Dakota School of Mines & Technology and National Institute of Technology Durgapur, India have agreed to the following under this Memorandum of Understanding:

1. Based on the principles of mutual benefit and respect for each other's independence, the two institutions will foster:
 - a) Joint supervision of Ph.D. research
 - b) Joint supervision of projects of postgraduate students
 - c) Formation of joint research groups and undertaking collaborative research activities through participation in nationally/internationally funded projects
 - d) Exchanges of scientific and technical information
 - e) Organization of joint events such as international conferences
 - f) Exchange of students and faculty
2. Visiting faculty will be given a workplace and the necessary support by the host institution and may be permitted to take guest lectures.
3. The host institution will help visiting faculty and students find suitable accommodation and support their academics and research. However, expenses for food and lodging and travels shall be borne by the visiting members. Unless otherwise agreed, students will be responsible for paying tuition and fees to the host institution, if applicable.
4. Both parties will participate in joint research projects and apply for appropriate funds to national or international funding agencies. If both parties agree, additional partners could also participate in the projects.
5. It is implicit that every activity undertaken under this MOU is approved by the appropriate officials at each institution and must fall within each institution's academic and fiscal constraints.
6. This MOU comes into effect on the date of signature for an initial period of three years and can be renewed for another three-year period after the previous MOU has expired. Extension of MOU is an active step six month before expiry of the previous MOU and subject to prior existence of actual cooperation activities in the previous three-year period of MOU. If the MOU is not actively renewed, it expires automatically. In order to terminate this MOU, a one year written notice must be issued by either party.
7. This MOU may be modified at any time after due consultation between the two institutions.
8. No party shall have the right to use the name or emblem of another party without the prior approval of that party in writing.

9. Issues relating to intellectual property rights shall be resolved by both parties for each joint project separately before the start of the project.
10. Both parties agree that this MOU does not contain any financial obligations for either side, and that measures will be pursued on the condition that national or international funds are available for the specific purpose.
11. This document can not be treated as a legal document and be produced in a court of law.
12. In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by the Directors of both the institutions. All such decisions shall take into account the status of students working/projects under this arrangement and the interest of such students/ projects shall be guarded as much as possible.

Director

Heather Wilson, President

Date

Date

Witness

Witness

1.

1.

2.

2.