

SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II – F (1)

DATE: April 1-2, 2015

SUBJECT: Memorandums of Understanding – SDSM&T

SDSM&T is requesting approval to enter into two memorandums of understanding for collaborative academic cooperation. First, the general agreement with Sardar Swaran Singh National Institute of Renewable Energy, Kapurthala, Punjab, India is intended to serve as a first step in their relationship with SSS-NIRE (see Attachment I) to establish collaborative academic, educational, and scientific goals. The initial forms of cooperation that will be pursued between the two institutions as outlined in the agreement are: 1) staff exchange and collaboration; 2) joint research activities and publications; 3) encouragement of continuing education and professional development for various academic staff; and 4) student exchange. Second, the agreement with South China University of Technology, Guangzhou, China is intended to serve similar goals as the first step in their relationship with SCUT (see Attachment II).

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the memorandums of understanding between South Dakota School of Mines and Technology and Sardar Swaran Singh National Institute of Renewable Energy; and South China University of Technology.

MEMORANDUM OF UNDERSTANDING

between

South Dakota School of Mines and Technology, Rapid City, USA

and

Sardar Swaran Singh National Institute of Renewable Energy, Kapurthala, Punjab, India

Sardar Swaran Singh National Institute of Renewable Energy of India (hereafter referred to as “SSS-NIRE”) and the South Dakota School of Mines and Technology of the USA (hereafter referred to as “SDSMT”), believe the development of collaborative academic, educational, and scientific goals are of mutual value, which are set forth in this Memorandum of Understanding (MOU).

All collaborative efforts will be entered into with due diligence given to ethical and professional considerations and standards. Cooperative activities will be developed on the basis of equality and reciprocity, and promoting sustainable partnerships.

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Staff exchange and collaboration
 - 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.
- Joint research activities and publications
 - Cooperative research is to be encouraged as individual scholars establish contact and develop mutual interests.
 - The Academicians/Scientists of SSS-NRE and SDSMT may formulate joint research projects and may submit for funding to any funding agencies.
 - The collaboration program between two parties shall be through a Coordination Committee consisting of one member from each organization appointed by the authorities of both the parties
 - All credits and benefits for collaboration work including the intellectually generated property jointly developed during the tenancy of project would be equally shared between them i.e. both parties shall be joint and equal owners of this IP.
 - The decision regarding patenting of the technology jointly developed shall be taken jointly by the Coordination Committee. In case the technology jointly developed is to be patented the cost of patent and benefits accrued shall be shared. Rights for commercialization shall rest jointly with both the parties and shall be decided by the Coordination Committee.
 - In case of any dispute that may crop-up during executing of MoU, the matter would be settled through arbitration by referring to Arbitration Committee

comprising of members nominated by each party and one member will be nominated jointly by both the parties.

- Each party will encourage continuing education and professional development for researchers, scientists, teachers, professors, and academic staff, which may include
 - Visits for studying teaching principles and methods
 - Exchange of academic materials and other information
 - Participation in seminars, congresses and meetings
 - Organizing training workshops
- Students/ Fellows exchange
 - Each party will recommend potential students to participate in an exchange for the matriculation of the other institute's appropriate academic programs on a reciprocal basis. The student's acceptance is subject to approval by the host institute. The host institution will provide guidance and identify options for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise agreed, students will be responsible for meeting their own costs of living and pay tuition and fees to the host institution.

SSS-NIRE and SDSMT agree to continue discussions on further cooperative activities as opportunities arise. Both institutions recognize that collaborative efforts will be of mutual benefit and will contribute to an enduring institutional linkage for cooperation in education and research.

Detailed descriptions of additional activities shall be defined in a separate addendum to the MOU. The addendum will include detailed information on the activity, including legal considerations for each institute's home country and governing body.

Both institutions agree that all additional activities are dependent on the availability of funds. Both institutions agree to seek financial support for the activities stated in this MOU.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party with six months notice, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both parties.

For Sardar Swaran Singh National
Institute of Renewable Energy:

For South Dakota School of Mines
and Technology:

Dr. Yogender Kumar Yadav
Director

Heather Wilson
President

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

between

**South Dakota School of Mines and Technology
Rapid City, South Dakota, USA**

and

**South China University of Technology
Guangzhou, China**

South China University Technology of Guangzhou, China (hereafter referred to as “SCUT”), and the South Dakota School of Mines and Technology of Rapid City, South Dakota, USA (hereafter referred to as “SDSMT”), believe the development of collaborative academic, educational, and scientific goals are of mutual value, which are set forth in this Memorandum of Understanding (MOU).

All collaborative efforts will be entered into with due diligence given to ethical and professional considerations and standards. Cooperative activities will be developed on the basis of equality and reciprocity, and promoting sustainable partnerships.

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Staff exchange and collaboration
 - 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.
- Joint research activities and publications
 - Cooperative research is to be encouraged as individual scholars establish contact and develop mutual interests.
- Each party will encourage continuing education and professional development for teachers, professors, and academic staff, which may include
 - Visits for studying teaching principles and methods
 - Exchange of academic materials and other information
 - Participation in seminars, congresses and meetings
- Student exchange
 - Each party will recommend potential students to participate in an exchange for the matriculation of the other university’s appropriate academic programs on a reciprocal basis. The student’s acceptance is subject to approval by the host university. The host institution will provide guidance and identify options for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise agreed, students will be responsible for meeting their own costs of living and pay tuition and fees to the host institution.

SCUT and SDSMT agree to continue discussions on further cooperative activities as opportunities arise. Both institutions recognize that collaborative efforts will be of mutual benefit and will contribute to an enduring institutional linkage for cooperation in education and research.

Detailed descriptions of additional activities shall be defined in a separate addendum to the MOU. The addendum will include detailed information on the activity, including legal considerations for each university's home country and governing body.

Both universities agree that all additional activities are dependent on the availability of funds. Both universities agree to seek financial support for the activities stated in this MOU.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party with six months notice, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both parties.

**Signed on behalf of
South China University of Technology
by**

**Signed on behalf of
South Dakota School of Mines and Technology
by**

**Signer's name
President (or other title)**

**Heather Wilson
President**

Date: _____

Date: _____