



MEMORANDUM OF UNDERSTANDING

BETWEEN

**SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA, UNITED STATES**

AND

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI, INDIA

In the field of Research Collaboration, Student and Faculty Exchange

1.0 Preamble

SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY, herein referred as “**SOUTH DAKOTA MINES**”, has its headquarters in Rapid City, South Dakota, United States. Founded in 1885 to provide instruction in the region’s primary industry, mining, today South Dakota Mines has evolved into one of the leading science and engineering universities in the region. South Dakota Mines is committed to excellence in science and engineering academics and research, and to developing the next generation of leaders and problem-solvers.

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI (IITG) is an autonomous body incorporated under the Institute of Technology Act 1961, as amended by the Institute of Technology (Amended) Act, 1994, having its address at Guwahati, 781039, Assam (hereinafter called “IITG” which expressions shall, unless repugnant to the context or meaning thereof includes its successors and permitted assigns) of the Second Part. IIT Guwahati is the only academic institution in India that occupied a place among the top 100 world universities – under 50 years of age – in world THE ranking, in the year 2014 and continues to maintain its superior position even today in various National and International Rankings. It is one of the most dynamic institutions India, with one of the most beautiful educational campuses in the country that provides an ideal setting for learning and research. The institute is fully residential for the students, enriched with world-class facilities and is empowered with a young dynamic faculty and staff.

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI (IITG) and SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY (SOUTH DAKOTA MINES), hereinafter collectively referred to as 'the Parties' and individually as 'the Party'.

2.0 Purpose:

Desiring to promote co-operation in academic education and research.

HAVE REACHED the following understanding:

Article 1: Forms of Cooperation

The Parties envisage the following cooperation within the scope of this Memorandum of Understanding (MoU):

Article 1.1: Exchange of Students

Organization of study visits and training, participation in Bachelors', Masters' and Doctoral courses, recognition of academic credits approved by respective statutory bodies, guidance and supervision of student's theses and project works. Unless otherwise specified in a supplemental written agreement, students will be responsible for meeting their own costs of living and paying tuition and fees to the host institution. Towards this purpose, a few scholarships to meet their living expenses partly or wholly may be explored from both sides.

Article 1.2: Exchange of Faculty members

Planning and handling of academic programs and courses organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research and industrial practice.

Article 1.3: Exchange in Research

Joint programmes in research and developments including exchange of publication and reports.

Article 1.4: Twin Programmes

Explore possibilities of joint twinning programs interdisciplinary areas of specialization of high relevance to both Parties.

Article 1.5: Centre of Excellence

Creation of Centre of Excellence in specialized fields of mutual interest in science, engineering, technology, math, and management.

Article 1.6: Others

To jointly organize short-term continuing education programmes, to organize seminars,

conferences, or workshops on topics of mutual interest, and invite faculty members from both the institutions to participate therein.

Article 2: Specific Co-Operation Projects

Specific co-operation projects shall be negotiated separately between the Parties and in each specific case shall be established as separate written agreements, stating the respective rights and obligations of the Parties. Such an agreement for collaboration or exchange programmes will be legitimised by the completion of a specific MoU. In case of any ambiguity or disagreement between the terms and conditions of this MoU and those of the separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail over the terms of this MoU.

Article 3: Financial Obligations

There will be no financial obligations on both the Parties under this agreement.

Article 4: General Coordinators

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. National regulations and customs shall be mutually respected.

Article 5: Intellectual Property Rights

IITG and SOUTH DAKOTA MINES agree to respect each other's right to intellectual property. Further, all rights linked to ideas, inventions and patents generated during the MoU, shall remain the common intellectual property of the Parties. The Parties shall not pass on or give usage rights of such property to any third party without the consent of the other party.

Article 6: Dispute Settlement

Any dispute, controversy, or claim arising out of or in relation to this MoU, including the validity, invalidity, breach or termination thereof, shall be settled by the parties amicably through mutual consultations and negotiations.

Article 7: Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

Article 8: Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall be constructed to create any legal relationship between the Parties.

Article 9: Coming into Force, Amendment and Termination

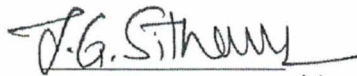
This MoU shall come into force from the date of its signatures and shall remain valid for a period of 5 years. This MoU may be modified, renewed or extended with the mutual written consent of the Parties. Either party may terminate this MoU by giving six (6) months' notice in writing to the other Party.

Done at Guwahati on this 25th day of March, 2021, in two originals in the English language, one for each Party.

IN WITNESS THEREOFF, both the parties have caused this MoU to be signed by their duly authorized representatives.

Signed on behalf of IITG:

Signed on behalf of SOUTH DAKOTA MINES:



**Prof. T.G. Sitharam
Director**

Indian Institute of Technology Guwahati
Assam - 781039, India

Date: 25/03/2021

Place: Guwahati



**Jim Rankin, PhD, PE
President**

South Dakota School of Mines & Technology
Rapid City, South Dakota 57701 USA

Date: 6/29/2021

Place: Rapid City, SD

Witnessed by:




[Prof. Mihir Kumar Purkait]
Dean
Alumni & External Relations
Indian Institute of Technology Guwahati,
Assam - 781039, India

Signed: IIT Guwahati

Date: 25/03/2021

Witnessed by:



[Susan R. Aadland]
Director
Ivanhoe International Center
South Dakota Mines
Rapid City, South Dakota 57701, USA

Signed: SDSMT

Date: 7/1/2021