

COOPERATION FRAMEWORK AGREEMENT

P/209/14

Concluded on 16 June, 2014 in Wrocław, Poland

between:

Wrocław University of Technology

with its registered office in
27 Wybrzeże Wyspiańskiego St.
50-370 Wrocław
Poland

represented by:

Professor Eugeniusz Rusiński Ph.D., D.Sc.
Vice-Rector for Research

hereinafter referred to as the **University**

and

South Dakota School of Mines and Technology

with its registered office in
South Dakota School of Mines & Technology
501 East Saint Joseph Street
Rapid City, SD 57701
USA

represented by:

Heather Wilson, PhD President

hereinafter referred to as **SDSMT**

The Parties hereto mutually acknowledge that they have sufficient legal capacity to enter into this Cooperation Framework Agreement.

WHEREAS

The Parties intend to support each other in the implementation of research projects, inventions and other scientific studies. The Parties intend to closely cooperate and hereto agree as follows:

§ 1

The cooperation between SDSMT and the University would enable both institutions to achieve by both Parties additional measurable benefits from greater use of experience, expertise and potential of their business.

§ 2

The present agreement is a mutual declaration of the Parties to cooperate in the field of:

- Applying for and realizing research projects at national and international level
- Participation in projects initiated by One of the Parties
- Use of reports/papers and research results for scientific purposes by both Parties
- Scientific consultations
- Practices for students
- Scientific trainings for Ph.D. students and research employees of the University
- Within the scientific disciplines:
 - Biotechnology, in particular Bioprocess Engineering
 - Nanotechnology

§ 3

1. Both Parties hereto shall support each other within their realistic and legal capacity and to take into account the interests and rights of the Other Party in their own activity.
2. The detailed regulations of cooperation, obligations of both Parties hereto and any other provisions which are considered essential for the cooperation between the Parties shall be specified in separate agreements.

§ 4

1. To the extent to which this Agreement encompasses the University employees, the Rector will appoint the Coordinator responsible for the contacts with these people.
2. Coordinator from the **University is Prof. Anna Trusek-Hołownia.**
3. The University shall appoint employees necessary to perform work related to the subject matter hereof.
4. University employees working pursuant to full time work agreements or designation acts shall obtain the Rector' consent to undertake additional work/activity for SDSMT.

§ 5

The Agreement does not create any financial obligations for the Parties hereto.

§ 6

The Agreement is signed for the period of 6 years.

§ 7

The Agreement becomes effective as of the date of signature of the Parties.

§ 8

- 1. The Agreement can be terminated by either Party upon 1 month notice.
- 2. Both Parties may jointly decide to terminate the Agreement at any time.

§ 9

- 1. All amendments and supplements to this Agreement must be made in writing and accepted by both Parties or else shall be null and void.
- 2. If both Parties decide that one of the provisions hereof is or may become ineffective in the future, all the other provisions will remain fully effective and enforceable. The Parties hereto shall replace the ineffective provision by a regulation which is legal and as close the original provision possible.

The same refers to loopholes in the Agreement and the situation in which one of the provisions cannot be fulfilled for practical or economic reasons.

§ 10

The Agreement has been drawn up in four counterparts, two for each Party.

On behalf of Wrocław University of Technology:

On behalf of South Dakota School of Mines and Technology:

1 *Eugeniusz Juszczyński*

1 *Heather W.L.*

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Wrocław, date.....

June 17, date *2014*.....