

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), is entered into on **October 07, 2025** (the “Effective Date”), by and between the South Dakota Mines Capstone Project Team **Jupyter SPICE** located at 501 E St Joseph St, Rapid City, South Dakota, 57701 (the “Team”), and **Jeff McGough** located at **501 East Saint Joseph Street** (“the Sponsor”).

Team and Sponsor may be referred to individually as “Party”, or collectively the “Parties”.

MISSION

The Capstone Design Project **Jupyter SPICE** on which the Parties are intending to collaborate, has the following planned mission in mind:

To develop and deliver a Product over the timeline of a two (2) semester Capstone Design course.

PURPOSE and SCOPE

The Parties intend for this MOU to provide a general understanding and expectations set forth by the Sponsor to deliver a Product after the second semester Capstone Design course.

The Sponsor understands that the mission of the Capstone Design course is education and advancement of knowledge, and, consequently, the development of a Product must further that mission. The Capstone Design course does not guarantee specific results or any results, and the Product will be developed only on a best-efforts basis. The Product is considered PROOF OF CONCEPT only and is NOT intended for commercial, medical, mission-critical, or industrial applications.

OBJECTIVES

The Parties shall endeavor to work together to discover the problem the Sponsor brought forth to the Team. Through the problem discovery process, the Team will use best practices, standards, and efforts to design a product that will meet or exceed the expectations of the Sponsor.

The Team will use project management processes and a systems engineering approach to build and deliver a solution to the Sponsor in the agreed-upon term.

The Team understands that failure to deliver a product or solution will constitute a failed grade in the Capstone Design course.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The Parties agree to regularly communicate general status or be responsive with each Party where applicable and reasonable. The Parties will decide on the preferred channel for this communication, which may include email, voice, or video platforms.

The Parties agree to set up a regular meeting where each Party can share status and scope changes or engage in further problem discovery or evaluation of solutions.

The Sponsor will make all attempts to attend, in person or via video call, the presentations by the Team, given appropriate and timely notice of the schedule by the Team.

The Sponsor will provide all necessary material, services, or software for the Team to build the solution.

The Team will not be responsible for any costs associated with developing a product.

The Team will abide by the common laws of copyright, trademark, and licensing when using third-party components in developing the Product.

The course instructor(s) will mediate between the Sponsor and the Team and resolve conflicts.

COMPENSATION

TERMS OF UNDERSTANDING

The term of this MOU shall be for nine (9) months from the Effective Date and could extend upon written mutual agreement of both Parties.

CONFIDENTIALITY

The Parties will treat the terms of this MOU and the documents submitted herewith in the strictest of confidence, and such terms will not be disclosed other than to those officers, representatives, advisors, directors, and employees of any Party who need to know to evaluate this MOU and who agree to keep such material confidential.

INTELLECTUAL PROPERTY RIGHTS

The Sponsor will retain exclusive interest in and ownership of hardware or software products, including source code, firmware, and documentation.

The Sponsor will retain an exclusive interest in and ownership of any ideas or concepts brought forth during the execution of the Product development process.

Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such, it simply intends that the signatories strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by members of the Team and the Sponsor and shall be effective as of the date first written above.

Signature	Name	Role
	Micah Greenfield	Team Member
	Marc Tchona	Team Member
	Jeremy Friedrichsen	Team Member
	Jonathan Gibbs	Team Member

Signature	Name	Role
	Jeff McGough	Sponsor