



MEMORANDUM OF UNDERSTANDING

BETWEEN

NEW JERSEY INSTITUTE OF TECHNOLOGY
(Newark, New Jersey, USA)

AND

DAYANANDA SAGAR UNIVERSITY
(Bangalore, India)

FOR

INTER-INSTITUTIONAL COOPERATION

This Inter-Institutional Memorandum of Understanding (“MOU”) is a general enabling document to facilitate inter-institutional cooperation and discussions regarding activities of mutual benefit, entered into by and between **New Jersey Institute of Technology** (“NJIT”), a public research university duly organized and existing under the laws of the State of New Jersey, USA, and within the system of higher education of the State of New Jersey, USA, with its principal office at 323 Dr. Martin Luther King Boulevard, Newark, NJ, 07102, United States of America and **Dayananda Sagar University** (“University”), a private university, accredited by the University Grants Commission and the National Assessment and Accreditation Council duly organized and existing under the laws of India, with its principal office at Bengaluru, India. NJIT and University shall be referred to herein individually as a “Party” and collectively as the “Parties”.

PART I

PURPOSE AND AREAS OF COOPERATION

The purpose of this MOU is to promote international understanding, scholarly collaboration, cultural interaction, and friendship by supporting educational, professional, and cultural activities among faculty and students of the Parties. Accordingly, the Parties intend to facilitate discussions, subject to mutual consent and execution of more definitive agreements as necessary, concerning the establishment, development, and management of activities that the Parties determine to be mutually beneficial to themselves, their staff, and, where applicable, their students, including but not limited to activities regarding: 1) research and development; 2) student exchange; 3) joint education programs; and 4) exchanges of academic personnel.

PART II

SCOPE OF COOPERATION

Specific areas of cooperation between the Parties, subject to the availability of funds and the approval of the administration and governing boards of the Parties, aim at exploring educational partnerships.

The terms of such mutual assistance and necessary budget for each specific program and activity that is implemented under the terms of this MOU shall first be mutually discussed and agreed upon in further writing by both Parties prior to the initiation of the particular program and activity. Each Party will designate a liaison officer to develop and coordinate specific activities or programs. Each Party will bear its own costs associated with the negotiation, preparation, and execution of any activity or program agreement. No funds are committed in this MOU. All agreements contemplated by this MOU shall be at the sole discretion of the Parties to determine the availability and appropriation of funds.

PART III

LIAISON OFFICERS

The Parties designate the following coordinators to be the liaison officers for the activities and programs created pursuant to this MOU and to facilitate implementation of this MOU. Any notice or other

communication in connection with this MOU must be in writing and sent by electronic mail, prepaid priority letter (air mail, if international), or courier to the address mentioned below, as applicable to each Party:

New Jersey Institute of Technology:

Katie Hageman, Chief of Staff
Office of the President
And

Marieta Chemishanova, Ed.D.
Executive Director, PDSO/RO
Office of Global Initiatives

New Jersey Institute of Technology
Fenster Hall, Room 180
323 Dr. Martin Luther King Jr. Blvd.
University Heights
Newark, N.J. 07102-1982
marieta.p.chemishanova@njit.edu
P: +1.973.596.3602

Dayananda Sagar University:

Supriya Mathew, Vice President
International Affairs & Admissions
Dayananda Sagar University
Innovation Campus, Hosur Main Road
Kudlu Gate
Bangalore-560114
Ph No: +91 - 97051 70007

**PART VI
GENERAL PROVISIONS**

This MOU shall remain in force for a period of five (5) years from the date of last signature. Representatives from both Parties will discuss the terms of a renewal at least six (6) months before the natural termination of the current MOU. This MOU may be terminated by either Party by giving the other Party at least three (3) months prior written notice of the same, or at any time by mutual written agreement. Early termination of this MOU shall have no effect on the validity of any program or activity agreement entered between the Parties as a result of this MOU that is already in progress as of the date of notification of termination (e.g., exchange student studies), and both Parties will continue to fulfill their existing obligations at such time. This MOU may be modified only by prior written agreement by the Parties.

The Parties agree that each Party shall have responsibility for its own actions and those of its directors, officers, employees, students and agents. Neither Party shall be liable for the actions of the other Party or of third parties who may participate in the activities or programs described in this MOU. The Parties will not discriminate against any student on the basis of race, gender, age, marital status, familial status, religion, or sexual orientation, creed, national origin, ancestry, or disability.

The Parties agree to keep each other informed as far in advance as possible with respect to matters covered by this MOU. This MOU states the understanding between the Parties regarding its subject matter and supersedes any prior or contemporaneous agreements, discussions, understandings, or correspondence.

Nothing in this MOU prevents the Parties from pursuing any other activities. This MOU is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions that are not a party to this MOU. This MOU does not create any exclusive relationship between the Parties that would prevent the Parties from pursuing any activity with any other partner.

This MOU does not constitute or create, and may not be deemed to constitute, a legally binding document. This MOU does not give rise to any legal relationship between the Parties or create any enforceable rights or duties between the Parties. Nothing in this MOU obliges a Party to incur any cost or expense, undertake any work, or take any action. Nothing in this MOU shall obligate either Party to enter into any future agreement with the other Party. Termination of this MOU by either Party shall be without any resulting liability. There are no intended third party beneficiaries to this MOU.

Any academic programs and/or course offerings created as a result of this MOU will be subject to the terms of a separate, written agreement, and will meet the regular academic standards and requirements of the host Party. Each Party shall have complete control over and responsibility for any registration, admission,

curriculum, student records, tuition, and the like related to this MOU. Neither Party shall disclose any student records except in accordance with applicable privacy laws, including, to the extent permissible, the U.S. Family Educational Rights and Privacy Act.

Any research and/or scientific information that the Parties may wish to disclose to one another with respect to future research activities may be subject to the provisions of the U.S. Export Administration Act of 1979 and the U.S. Export Administration Regulations promulgated thereunder, the U.S. Arms Export Control Act, and the U.S. International Traffic in Arms Regulations, and each Party agrees to comply with the same to the extent applicable.

Neither Party will use the name of the other, nor any of its employees or agents, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other Party. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement, commitment or representation as to any matter. Neither shall be bound by the act of the other.

This MOU is executed in English. The Parties agree that if this MOU is translated into any other language, the version of this MOU executed in English will prevail to the extent of any inconsistency.

IN WITNESS WHEREOF, the Parties hereto have offered their signatures:

DAYANANDA SAGAR UNIVERSITY
BANGALORE, INDIA

NEW JERSEY INSTITUTE OF TECHNOLOGY
NEWARK, NEW JERSEY, USA

SIGNED: _____
PRINTED NAME: SUPRIYA MATHEW
TITLE: VICE PRESIDENT
DATE: _____

SIGNED: _____
PRINTED NAME: TEIK C. LIM
TITLE: PRESIDENT
DATE: _____

WITNESSETH

Signed: _____
Printed Name: HONORABLE PHILIP D. MURPHY
TITLE: GOVERNOR, STATE OF NEW JERSEY
DATE: _____

Signed: _____
Printed Name: Dr. PUTTAMADAPPA C
Title: REGISTRAR, DAYANANDA SAGAR UNIVERSITY
DATE: _____