

Memorandum of Understanding

Between

**The State Government of Karnataka, Republic
of India**

And

**The New Jersey Department of State, United
States**

The State of Karnataka, Republic of India ("State of Karnataka" or "Karnataka"), and the New Jersey Department of State, United States ("NJDOS") (Karnataka and NJDOS hereinafter individually referred to as a "Party" and jointly as the "Parties");

1

WELCOMING the growing partnership between the Parties including the strengthening of collaboration in technological fields. Both Parties share the interest of further developing and strengthening cooperative technological innovation and research. It is the intention of the Parties to promote sustainable long-term economic growth in these sectors by advancing bilateral trade, investment, and cooperation.

WHEREAS State of Karnataka, through its expertise and innovations will position Karnataka on a global platform amongst the leaders in Information Technology and Biotechnology. The State of Karnataka has undertaken various policy initiatives and has attained a leadership position in key areas of the life sciences and technology fields. State of Karnataka has created Focused Vision Groups with Industry and Academic Leaders to assist the Department of Electronics Information Technology, Biotechnology, and Science & Technology in the formulation and implementation of these policies.

WHEREAS the State of New Jersey maintains one of the most innovative economic ecosystems in the United States. New Jersey is home to an innovative economy of collaboration and connectivity through a broad interconnection of industry and academia. NJDOS recognizes these characteristics and the importance of promoting innovation and technology and is committed to promoting* further development and progress in these areas.

The Parties intend to harness and enhance collaborative initiatives and relationships utilizing available resources to foster trade, investment, and educational exchange. The Parties intend to provide the fullest possible mutual assistance to one another within the terms of this Memorandum of Understanding ("MOU"). The MOU will provide a framework for deepening cooperation on innovation and technology between the Parties. Each Party is expected to be responsible for the expenses of its own representatives attending meetings, activities, or projects under this MOU as well as any expenses incurred in carrying out its role in cooperative activities or projects under this MOU. This MOU operates subject to the domestic laws and regulations of each Party and does not modify or supersede any laws or regulatory requirements in force in, or applying to, the State Government of Karnataka or the State of New Jersey. This MOU sets forth only a statement of intent and accordingly does not create any enforceable rights and is not legally binding on the Parties. Nothing herein shall be construed as creating legal rights or obligations upon the Parties.

The Parties have reached the following understanding:

ARTICLE 1

SCOPE

1. The scope of the cooperation between the Parties shall include the specific actions identified in the Annex to this MOU.
2. The Parties may mutually show the intention in writing upon written execution by both Parties to extend the scope of co-operation beyond the actions identified in the Annex within the limits of: (1) Soft landing/Startup support initiatives; (2) Focus sectors: Lifesciences, Deep Technology, and Electronics; and (3) Ecosystem connections across Industry, Academia, and Government.
3. In order to further the purposes of this MOU, NJDOS may work with partner institutions. If there are any specific projects or programs, the Parties, if necessary, may enter into specific written agreements to facilitate completion of such projects or programs.
4. This MOU confirms the intention of the Parties to encourage and foster cooperation between their respective innovation and technology communities.

ARTICLE 2

COMPETENT PARTIES

The competent points of contact for implementation and execution of this MOU shall be designated by the Parties upon its implementation.

ARTICLE 3

DISPUTE RESOLUTION

Any dispute between the Parties arising out of the interpretation or application of this MOU shall be settled amicably through consultation or negotiation between the Parties and shall create no legal cause of action in any forum.

ARTICLE 4

CONSULTATIONS

1. The Parties intend to have consultations from time to time to analyze the implementation and execution of this MOU and to consider further areas of co-operation. The format and time of such consultations will be arranged between the Parties as appropriate.
2. The Parties intend to appoint representatives and contact persons to oversee the pace and progress of actions identified in the Annex of this MOU. The appointed representatives and contact persons are responsible for maintaining cooperative relations between the Parties, including planning and organizing

meetings and follow-up sessions. The representatives and contact persons are envisioned to develop action plans, projects, initiate dialogues, and report progress as appropriate.

ARTICLE 5

AMENDMENT

This MOU may be amended at any time by mutual written consent of the Parties.

ARTICLE 6

INTELLECTUAL PROPERTY

If the Parties contemplate execution of further agreements, they will consider whether specific provisions are desirable concerning the protection of intellectual property and confidential information. For any cooperative activity, that may give rise to the creation of intellectual property or inventions, the Parties intend to execute separate arrangements related to the allocation of intellectual property generated during the course of such cooperative activity.


ARTICLE 7

ENTRY INTO FORCE, DURATION AND TERMINATION

- _1. The Parties agree that notwithstanding any provision to the contrary, this MOU shall have no legal effect and shall not impose any legally binding obligation on the Parties, nor on any employees, agencies or all other organizations belonging to the Parties. Neither party shall be liable for the actions of third parties who may participate in the activities described in this MOU.
2. This MOU constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of this MOU.
3. This MOU will enter into force on the date of the last signature.
4. This MOU will remain in force for a period of two years from the date of entry into force according to sub-Article 7.1. It shall be extendable upon mutually accepted terms and conditions with the written consent of the Parties, unless it has been terminated in accordance with the terms of sub-Article 7.5.
5. Either Party may terminate this MOU at any time by way of the terminating Party giving at least 30-calendar days written notice in advance to the other Party.
6. Termination will not affect any other separate agreements entered into prior to termination, which shall continue with full force and effect until its completion, unless otherwise agreed to by the Parties in writing.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this MOU.

Done in two originals in the English language.

FOR AND ON BEHALF OF the Government of Karnataka	FOR AND ON BEHALF OF the Department of State of New Jersey
<hr/> Dr. Ekroop Caur, IAS Secretary to Government Department of Electronics, Information Technology, Biotechnology and Science & Technology Government of Karnataka	 <hr/> Lt. Governor Tahesha Way Esq. Secretary of State New Jersey
DONE at _____	DONE at _____
on this _ _ _ _ _ day	on this <u>11th</u> _____ day
of _____ 2025	of <u>September</u> _____ 2025

Witneesth Thereof	Witneesth Thereof
<div>_____</div> <div>Mr. Priyank Kharge Minister of Electronics, Information Technology, Biotechnology and Science & Technology Government of Karnataka</div>	<div>_____</div> <div>Phil Murphy Governor of New Jersey</div>
DONE at _____	DONE at _____
on this _ _ _ _ _ day of __2025	on this _ _ _ _ _ day of __2025

ANNEX

To the Memorandum of Understanding ("MOU") between the State of Karnataka, Republic of India ("State of Karnataka" or "Karnataka"), and the New Jersey Department of State, United States ("NJDOS") (Karnataka and NJDOS hereinafter individually referred to as a "Party" and jointly as the "Parties"):

The Parties intend to develop and intensify the mutually beneficial cooperation and bilateral trade relationship focused on the main interest areas of academic and industry under the following sub-focus areas:

- 1. 1. Soft landing/Startup support:** Karnataka startups who wish to deepen their engagement within New Jersey, and similarly New Jersey startups wishing to deepen their engagement within Karnataka, will receive support from the Parties about how to pursue market access and soft-landing opportunities in the Parties' respective territories. Such support may include, but need not be limited to, informational resources and guidance, education and training programs, and introductions, networking and other mentorship opportunities designed to facilitate industry connections and collaborative relationships in each Party's state.
- 2. Focus Sectors:** The Parties intend to concentrate their cooperation on the following identified mutually beneficial areas: Lifesciences (Allied Health Sciences), Deep Technology (Cybersecurity and Artificial Intelligence), and Electronics & Semiconductors (Technological Collaboration).
- 3. Twin City Collaborators:** The Parties will work to promote twin city collaboration between New Brunswick, New Jersey, and Bengaluru, India, in the mutually identified above focus areas.
- 4. Ecosystem Connections:** The Parties intend to promote collaboration and cooperation between their respective-technological ecosystems through the following ways:
 - a. Mutually work to increase awareness of innovation and startup ecosystems of both Karnataka and New Jersey.
 - b. Encourage students, researchers, companies, and research and development professionals from Karnataka and New Jersey to connect, co-operate, and meet regularly.
 - c. Develop skilled development programs in co-operation with universities in New Jersey and in Karnataka, especially for the duration of this MOU.
 - d. Initiate strategic collaborations with existing New Jersey and Karnataka industries and companies currently present in both states.
 - e. Encourage mutual invitations to events, webinars, workshops, and seminars.

- f. Foster communication initiatives regarding the positive impacts of the collaboration between the Parties via press releases and social media posts.