

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

MANIPAL ACADEMY OF HIGHER EDUCATION
(Manipal, India)

FOR

INTER-INSTITUTIONAL COOPERATION

This Inter-Institutional Memorandum of Understanding (“MOU”) is a general enabling document for inter-institutional cooperation 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 **Manipal Academy of Higher Education** (“MAHE”) a deemed to be university under Sec 3 of the UGC Act, 1956 having its registered office at “manipal.edu building” Madhav Nagar, Manipal-576104, Karnataka, India (hereinafter referred to as “MAHE”) NJIT and MAHE shall be referred to herein individually as a “party” and collectively as the “parties”.

PART I

SCOPE OF THE 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 areas of cooperation will include, subject to mutual consent and execution of additional agreements as necessary, any program offered by either party which in their judgment fosters and develops the cooperative relationship between them.

PART II

AREAS 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 the necessary budget for each specific program and activity that is implemented under the terms of this MOU, shall be mutually discussed and agreed upon in further writing by both parties prior to the initiation of the particular program or activity. Each party will designate a liaison officer to develop and coordinate specific activities or programs.

PART III

PROGRAM COORDINATORS

The parties designate the following coordinators to be the liaison officers for the program 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 contacts below, as applicable to each party:

New Jersey Institute of Technology:

Manipal Academy of Higher Education:

Katie Hageman
Chief of Staff
Office of the President
And
Marieta Chemishanova, Ed.D.
Executive Director, PDSO/RO
Office of Global Initiatives

Lt. Gen. (Dr.) M. D. Venkatesh
Vice Chancellor
Madhav Nagar

Manipal - 576 104
Karnataka, India

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Dr Anup Naha
Director International Collaborations
Manipal Academy of Higher Education
Email: director.intl@manipal.edu
Intl.collaborations@manipal.edu
Cc to: legal.mahe@manipal.edu
Ph: +91 820 2923443/1

PART IV GENERAL PROVISIONS

This MOU shall remain in force for a period of five (5) years from the date of last signature, with the understanding that it may be terminated by either party by giving the other party thirty (30) days prior written notice of the same. Early termination of this MOU shall have no effect on activities already in progress, which may be subject to a specific separate agreement, 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. Representatives from both institutions will discuss the terms of a renewal at least six months prior to the natural termination of the current Memorandum of Understanding.

This MOU does not constitute or create, and may not be deemed to constitute, a legally binding document. It does not give rise to any legal relationship between the parties, nor does it 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. The parties agree that each party shall have responsibility for its own actions and those of its directors, officers, employees, students and agents. This MOU also does not create any exclusive relationship between the parties that would prevent the parties from pursuing, in any activity with any other partner, activities similar to those executed pursuant to this MOU, or any other activity.

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 will agree and 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. This MOU may be modified only by prior written agreement of the parties.

Any future academic programs and/or course offerings will be finally determined solely by the host party and will meet the regular academic standards and requirements of the same. Each party shall have complete control over and responsibility for any future 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 by 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,

nor shall either Party be liable for the actions of the other party or of third parties who may participate in the activities described in this MOU.

Each party will bear the its own costs associated with the negotiation, preparation, and execution of any activity or program executed pursuant to this MOU. 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.

This MOU may be executed in any number of counterparts, all of which together will constitute one and the same document, executed either electronically/digitally or physically as per the parties' mutual convenience. If the parties choose to sign this MOU electronically/digitally, then such electronically/digitally signed Agreement shall be valid and binding as if the same has been physically signed by the parties.

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 there are any inconsistencies between the two.

In witness whereof, the parties hereto have offered their signatures:

MANIPAL ACADEMY OF HIGHER EDUCATION MANIPAL, INDIA	NEW JERSEY INSTITUTE OF TECHNOLOGY NEWARK, NEW JERSEY, USA
SIGNED: _____	SIGNED: _____
PRINTED NAME: LT. GEN. (DR.) M D VENKATESH	PRINTED NAME: TEIK C. LIM
TITLE: VICE CHANCELLOR	TITLE: PRESIDENT
DATE: _____	DATE: _____
	WITNESSETH
SIGNED: _____	SIGNED: _____
DR ANUP NAHA	PRINTED NAME: HONORABLE PHILIP D. MURPHY
DIRECTOR INTERNATIONAL COLLABORATIONS	TITLE: GOVERNOR, STATE OF NEW JERSEY
DATE: _____	DATE: _____