

Memorandum of Understanding

Between

New Jersey Institute of Technology

&

Vignana Jyothi Institute of Management

This Memorandum of Understanding (“MOU”) is entered into by and between New Jersey Institute of Technology (“NJIT”), a public research university duly organized and existing under



VJIM
VIGNANA JYOTHI
INSTITUTE OF MANAGEMENT
ESTD. 1993

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 **Vignana Jyothi Institute of Management (“VJIM”)**, an autonomous B-School duly organized and existing under the laws of India, with its principal office at Bachupally, Nizampet, Hyderabad – 500 090, Telangana, India, to facilitate inter-institutional cooperation and collaboration regarding activities of mutual benefit. This MOU is effective as of the date of the last signature hereto (“Effective Date”). Individually, NJIT and VJIM shall be referred to individually as a “Party,” and collectively as the “Parties.”

I. PURPOSE:

1. 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. The purpose of this MOU is to establish, develop, and expand a cooperative relationship between the Parties to strengthen cross-cultural ties and promote international understanding, academic excellence, international research and development, and education for students, faculty, and staff of both Parties.
2. The Parties intend to facilitate discussions, subject to mutual consent and execution of additional agreements as necessary, concerning the establishment, development, and management of activities that the Parties determine to be mutually beneficial, including but not limited to activities regarding:
 - a. Research and development;
 - b. Student exchange;
 - c. Joint education programs; and/or
 - d. Exchanges of academic personnel.

II. TERM AND TERMINATION

1. This MOU shall remain in force for a period of five (5) years from the Effective Date. Representatives from both institutions will discuss the terms of a renewal at least six (6) months before the natural termination of the current MOU.
2. This MOU may be terminated by one Party giving the other Party at least three (3) months’ prior notice in writing; or at any time by mutual written agreement. Termination of this MOU by either Party shall be without any resulting liability. There are no intended third-party beneficiaries to this MOU.
3. Early termination of this MOU shall have no effect on the validity of any program or activities agreement entered into 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.



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4. This MOU may be modified only by prior written agreement of the Parties.

III. SCOPE

1. Nothing in this MOU prevents the Parties from pursuing any other activities.
2. 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 any mutual assistance and necessary budget for each specific program or activity that is implemented as a result of this MOU shall first be mutually discussed and agreed upon in further writing by both Parties before starting the particular program or activity.
3. 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.
4. 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.
5. This MOU does not:
 - a. Constitute or create, and may not be deemed to constitute, a legally binding document;
 - b. Give rise to any legal relationship between the Parties; or
 - c. Create any enforceable rights or duties between the Parties.
6. Nothing in this MOU shall obligate either Party to enter into any future agreement with the other Party.
7. Nothing in this MOU obliges a Party to:
 - a. Incur any cost or expense;
 - b. Undertake any work; or
 - c. Take any action.

IV. NOTICES

1. 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 and contact mentioned below, as applicable to each Party.



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New Jersey Institute of Technology:	Vignana Jyothi Institute of Management:
<p>Katie Hageman, Chief of Staff Office of the President</p> <p>And</p> <p>Marieta Chemishanova, Ed.D. Executive Director, PDSO/RO Office of Global Initiatives</p> <p>New Jersey Institute of Technology Fenster Hall, Room 180 323 Dr. Martin Luther King Jr. Blvd. University Heights Newark, NJ 07102-1982 Email: marieta.p.chemishanova@njit.edu Phone: +1-973-596-3602</p>	<p>Bharat Bhushan Singh, Director</p> <p>Bachupally, Nizampet, Hyderabad – 500 090, Telangana, India</p> <p>Email: director@vjim.edu.in Phone: +91 99497 79915</p>

2. If one Party changes its principal point of contact, as set forth above, it shall immediately inform the other Party in writing and the new principal point of contact shall be substituted for the contact listed herein.

V. GENERAL

1. 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.
2. 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. 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.
3. 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.



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4. 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.
5. Neither Party will use the name of the other, nor any of its employees or agents, in any publicity, advertising, news release, brochures, or similar material 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 Party shall be bound by the act of the other Party.
6. 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.
7. 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.

Signatures on next page

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as follows:



**VIGNANA JYOTHI INSTITUTE OF
MANAGEMENT HYDERABAD, TELANGANA,
INDIA**

SIGNED: _____

PRINTED NAME: BHARAT BHUSHAN SINGH

TITLE: DIRECTOR

DATE: _____



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**NEW JERSEY INSTITUTE OF TECHNOLOGY
NEWARK, NEW JERSEY, USA**

SIGNED: _____

PRINTED NAME: TEIK C. LIM

TITLE: PRESIDENT

DATE: _____

WITNESSETH

SIGNED: _____

PRINTED NAME: HONORABLE PHILIP D. MURPHY

TITLE: GOVERNOR, STATE OF NEW JERSEY

DATE: _____