

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**THE COLLEGE OF NEW JERSEY**

Ewing, New Jersey, United States of America

**AND**



**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR**

JLN Marg, Malviya Nagar, Jaipur – 302017, Rajasthan, India

**Preamble**

Recognizing the mutual benefits of establishing equitable, international links, The College of New Jersey (TCNJ), a public university located in Ewing, New Jersey, United States of America, and Malaviya National Institute of Technology Jaipur (MNIT Jaipur) located in Rajasthan, India, wish to establish this Memorandum of Understanding (hereinafter “MOU”)

**Areas of Cooperation**

The purpose of this MOU is to provide high-impact global engagement opportunities that advance our research and education programs with emphasis on public health, safety, and welfare, as well as global, cultural, social, environmental, and economic constraints.

The partners intend to collaborate and exchange knowledge in support of the following areas of cooperation:

- Joint research projects between faculty that may involve hosting students for short periods in each other’s labs and be supported by external grants.
- Joint workshops, seminars, and classes to advance comparative understanding of targeted applied research areas programs.
- Joint supervision of Ph.D. candidates and opportunities to obtain certificates in relevant areas at our respective institutions.

The terms of each specific collaboration including characteristics of each activity, program operations, financial obligations, and other areas of administration shall be negotiated and formalized in a written addendum to this MOU. The addendum will be signed by the responsible representative at each institution prior to the initiation of the particular activity or program.

**Intent of MOU**

This MOU is intended as a good-faith expression of the parties’ desire and intent to engage in negotiations for mutually advantageous collaboration(s). This MOU is not intended to create any binding material, financial, or other obligation between the Parties, except for Articles pertaining to Compliance with Laws, Intellectual Property, Confidentiality, and Publicity.

**Compliance with Law**

All activities undertaken by each Party pursuant to this MOU shall be undertaken in accordance with and subject to all laws, regulations, and policies applicable to such Party.

**Liaisons**

Each Party will name an office and individual who will be responsible for the coordination of activities under this MOU, and for reporting on the results of this MOU to such Party.

**Funding and Expenses**

This MOU does not bind the Parties to any current or future financial commitment(s). Each Party will bear its own costs associated with preparation and planning under this MOU and any subsequent agreements unless the Parties otherwise agree in writing. All funding for the operation of future projects relating to this MOU will be subject to a separate written agreement before the start of any such project.

**Intellectual Property**

Each Party shall retain ownership and/or interest in its Background Intellectual Property, defined below. Neither Party may use any of the other Party's Background Intellectual Property rights without prior written authorization. For the purposes of this MOU and any future collaborative project, "Background Intellectual Property" means all confidential or proprietary information or rights, including inventions, ideas, trade secrets, computer programs, formulae, industrial processes, business plans and strategy, data, materials, know-how, patents, design patents, patent and design applications, registered designs, copyrights, trademarks, and all similar results of intellectual effort, whether developed, owned by, or licensed to a Party prior to the Effective Date of the MOU.

**Confidentiality**

All Confidential Information, defined below, will be held in strict confidence by the Parties and may only be used by Parties for the purposes of collaborating on the MOU. Each Party shall keep in strict confidence and shall ensure that its various personnel shall keep in strict confidence, all financial, commercial, and technical information belonging to the other Party or which was developed jointly by the Parties in relation to any project or contract arising under this MOU ("Confidential Information"). Without the prior written consent of the other Party, neither Party shall at any time disclose any Confidential Information to any third party. Confidential Information shall not include information that becomes public knowledge through no fault of the receiving Party.

The provisions of this Article shall apply for three (3) years after the termination or expiration of this MOU.

**Publicity**

If a Party wishes to issue a press release, public announcement, advertisement, or any other form of publicity concerning its efforts in connection with this MOU, such party shall obtain written approval of the duly authorized representative of the other party prior to such publicity.

**Dispute Resolution**

The parties agree that this instrument is produced in good faith, so any dispute arising from its interpretation, implementation, or execution will be resolved through mutual agreement between the parties.

**Prevailing Language**

In the event this MOU is presented in more than one language, the parties agree that the English translation of this MOU shall be considered the official version of the MOU.

**Miscellaneous**

Valid Period: This MOU will be valid for three (3) years from the date of its signature, and may be extended through mutual written agreement by the Parties.

Modification: Any addition, deletion, or modification of this MOU requires written approval of the parties and shall be appended to this MOU.

Independent Contractors: This MOU does not constitute a partnership, joint venture, agency, employment, fiduciary, or any other form of business association. Nothing in this MOU shall grant either Party a right to make commitments of any kind on behalf of the other Party.

Termination: Either party reserves the right to terminate this MOU by giving the other party not less than six (6) months' written notice.

**The College of New Jersey**

**Malaviya National Institute of Technology Jaipur**

Jeffrey M. Osborn  
Jeffrey M. Osborn (Sep 7, 2023 06:14 EDT)

Signature

*(N) raved*  
Signature

Jeffrey Osborn, Provost

Sep 7, 2023

Date

Prof. N.P. Padhy, Director

14<sup>th</sup> September 2023.

Date