



BINGHAMTON UNIVERSITY STATE UNIVERSITY OF NEW YORK

## MEMORANDUM OF AGREEMENT BETWEEN VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE (AUTONOMOUS INSTITUTE OF THE GOVERNMENT OF MAHARASHTRA) MATUNGA, MUMBAI, INDIA AND THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON BINGHAMTON, NEW YORK, U.S.A.

This Memorandum of Agreement (MoA) establishes a formal mutually rewarding collaborative relationship and academic partnership between Veermata Jijabai Technological Institute (VJTI), located at 2VC4+VCQ, H R Mahajani Road, Matunga East, Mumbai, Maharashtra 400019, India and The State University of New York by and on behalf of the State University of New York at Binghamton (Binghamton University), located at 4400 Vestal Parkway East, Binghamton, NY, U.S.A. The collaboration aims to foster advancement in teaching, research, academic collaboration, and cultural understanding and to create avenues for enhancing learner experience at both entities, as well as strengthen both entities by finding ways of combining their complementary resources and strengths.

#### ARTICLE 1 PURPOSE AND SCOPE OF COOPERATION

For Binghamton University, the Thomas J. Watson College of Engineering and Applied Science shall be the college that leads the collaboration between the two universities.

For VJTI, E-MC<sup>2</sup> lab shall take the lead for the collaboration between the two universities.

Both Parties agree that the intention of this partnership is to create a specific foundation to encourage exchange and sharing of academic, scientific, and cultural experiences amongst their professors, students, and administrative personnel. As part of this collaboration, VJTI and Binghamton University will broadly explore the following avenues for cooperation:

- i. Short courses, seminars, workshops, and courses provided by Binghamton University to VJTI
- ii. Discussions on industry/university collaboration
- iii. Faculty and/or administrator visits
- iv. Support of conferences and workshops, the mode of support of which will be determined depending on topic, timing, and other considerations
- v. Discussions regarding joint degree programs
- vi. Discussions regarding collaborative academic programs

In a manner consistent with Article 4 of this MoA, any and all collaboration and cooperation between the Parties in any of the areas listed above shall be described in further detail in a separate written agreement (or agreements) to be entered at a later date, contain mutually acceptable terms and conditions, and specify the responsibilities, rights, and obligations of the Parties. Such separate written agreement(s) shall address issues such as, but not limited to, confidentiality of information, intellectual property rights, publication, funding, involvement of students and faculty, use of facilities, and disclosure of data.



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If the Parties enter into such a collaborative or cooperative agreement with respect to any of the areas addressed in this MoA, either Party shall be allowed to promote that the other Party has entered into a collaborative or cooperative agreement with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating Party in a manner that complies with the then-current logo use policy of that Party and is pre-approved in writing by the other Party. Each Party reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either Party must deliver examples of all requested materials within thirty (30) days. If the usage of the logo/name is unacceptable to the requesting Party, upon receipt of a written request from the requesting Party, the other Party must immediately stop publishing that usage of the logo and/or name and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

### ARTICLE 2 COMMUNICATION

Each Party will designate an individual to coordinate all endeavors that may derive from this MoA and to report on the results of this MoA to such Party. Either Party may change its designated liaison by written notification to the designated liaison of the other Party in accordance with the terms of this MoA. Each Party agrees to inform the other in the event that any of the following occur:

- Any material change(s) in the academic programs, standing, or accreditation of their respective institution; or
- Any change(s) in faculty, staff, or programs that directly affect areas of collaboration between the Parties pursuant to this MoA.

### ARTICLE 3 DURATION, TERMINATION, AND AMENDMENT

This MoA shall be effective as of the last date of the signatures hereto ("Effective Date") and shall remain in force for five (5) calendar years unless terminated as provided herein.

Either Party may terminate this MoA at any time during the term by providing 90 days prior written notice to the other Party. The termination of this MoA will not impact the status of other agreement(s) between the Parties, if any.

The provisions of this MoA may be amended at any time with the mutual consent of the Parties in writing. If any programs are in effect at the time this MoA expires or is terminated, the Parties will work together in good faith pursuant to the terms of the program agreement to ensure that the participating students, faculty, and staff are able to complete their academic program if practicable.

# ARTICLE 4

# FUTURE AGREEMENTS CONCERNING POTENTIAL COLLABORATIONS AND COOPERATIVE PROGRAMS

This MoA is not a contract and does not bind the Parties to any current or future financial expenditure(s) or commitment(s) or commit the Parties to any potential research, educational, or workforce development collaboration(s) or cooperative program(s). Each Party will bear its own costs associated with preparation of this MoA and any subsequent agreement(s) concerning potential collaboration(s) and cooperative



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program(s) as described in Article 1 hereof. Without limitation to the foregoing: (a) all funding and program requirements for such future potential collaboration(s) and cooperative program(s) consistent with the intent of this MoA will be subject to a separate written agreement before the start of any such project; (b) the Parties intend for this MoA to be non-binding, as material terms to the proposed transaction remain unresolved; (c) the Parties are not legally bound to each other unless and until a definitive separate written agreement is finalized and executed by duly authorized representative of each Party and, if applicable, upon the approval of the New York State Office of Attorney General (OAG) and New York Office of State Comptroller (OSC).

### ARTICLE 5 FREEDOM OF INFORMATION LAW

VJTI acknowledges that this MoA is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law.

## ARTICLE 6 GENERAL TERMS

<u>Merger</u>; <u>Amendments and Modifications</u>. This MoA sets forth the entire agreement of the Parties and supersedes all prior proposals, representations, communications, negotiations, and agreements between the Parties, whether oral or written, with respect to its subject matter. This MoA shall not be modified or supplemented except upon the mutual written consent of duly authorized representatives of the Parties hereto, and, if applicable, upon the approval of the OAG and OSC.

<u>Timing of Announcements.</u> The timing and content of any press or news releases concerning or relating to this MoA will be mutually agreed upon by the Parties. The Parties agree that their respective trademarks, service marks, and logos are registered trademarks or are owned by the respective Parties (the "Licensed Marks"). Consistent with the terms of this MoA, the Parties agree not to use, reproduce, copy, or create materials bearing each other's name, logos, or Licensed Marks without the prior review and approval of the owner Party.

Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and delivered in person or by courier, receipt acknowledged, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

STATE UNIVERSITY OF NEW YORK	VEERMATA JIJABAI TECHNOLOGICAL
BINGHAMTON UNIVERSITY	INSTITUTE
Address: 4400 Vestal Parkway East	Address: 2VC4+VCQ, H R Mahajani Road
P.O. Box 6000	Matunga East, Mumbai, Maharashtra
Binghamton, NY 13902	400019
U.S.A.	India
Attn: Office of International Education and	Attn: Prof. Sushama Wagh
Global Affairs	Phone: +91 22 3178 3034 (E-MC <sup>2</sup> Lab)
Phone: 607-777-2557	

Or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.





This MoA is prepared in two identical copies; each partner will hold one original copy duly signed by authorized representatives of each entity.

### SIGNATURES

IN WITNESS WHEREOF, the Parties to this Agreement by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

Prof. Sachin Kore Director Veermata Jijabai Technological Institute

2 2025 Date

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Prof. R.N. Awale Deputy Director Veermata Jijabai Technological Institute

2025

Date

Dr. K.K. Sangle Dean, Academic Programs Veermata Jijabai Technological Institute

14/02/2025

Date

Harvey G. Stenger, Ph.D. President Binghamton University

1/23 25

Date

Date

Donald E. Hall, Ph.D. Executive Vice President for Academic Affairs and Provost Binghamton University

Atul Kelkar, Ph.D. Dean, Thomas J. Watson College of Engineering and Applied Science Binghamton University

Feb 14th 2025

Date





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Dr. S.K. Bhil Co-Pl E-MC<sup>2</sup> Lab Veermata Jijabai Technological Institute

14th Feb 2025

Date

Dr. S.R. Wagh PI E-MC<sup>2</sup> Lab Veermata Jijabai Technological Institute

14th F15 2025 Date

Madhusudhan Govindaraju, Ph.D. Vice Provost for International Education and Global Affairs Binghamton University

Feb 14th 2025 Date