Memorandum of Understanding for Academic Collaboration

BETWEEN

BINGHAMTON

STATE UNIVERSITY OF NEW YORK

AND

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI

This Memorandum of Understanding (the "MoU") establishes a formal mutually rewarding collaborative relationship and academic partnership between **Binghamton University**, **State University of New York at Binghamton** (hereinafter referred to as **BU-SUNY**), a premier public research university in the state of New York and one of the four university centers in the State University of New York (SUNY) System, and **National Institute of Technology Tiruchirappalli** (hereinafter referred to as **NITT**), an esteemed technological university situated in the heart of Tamil Nadu.

ARTICLE 1 OBJECTIVES

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 market position through various methods that both institutions collectively agree upon.

Both parties agree that through this agreement entered, the intention is to create a specific foundation to encourage exchange and sharing of academic, scientific and cultural experiences amongst their professors, students and administrative personnel.

ARTICLE 2 SCOPE OF COOPERATION

As part of this collaboration, BU-SUNY and NITT will broadly explore the following avenues for cooperation:

- i. the identification of topics for joint research followed by the development of research activities;
- ii. mutual invitations for faculty members to teach courses, present lectures, or participate in conferences, scientific sessions, symposia, and seminars;
- iii. exchange of information of interest to either university including notification of research activities, publications, and conferences;
- iv. opportunities for graduate students to receive training or conduct research;
- v. student academic exchange and/or study abroad programs.

The specific terms of collaboration for each initiative implemented under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular activity or program. These terms will be attached hereto as an addendum. Each party will designate a Liaison Officer to develop specific activities or initiatives under this MoU for approval of both parties.

ARTICLE 3 ACADEMIC FREEDOM

Basic principles of academic freedom will be applicable to all educational and research activities undertaken, by or under the direction of, students or faculty who participate in the initiatives contemplated by this MoU

ARTICLE 4 INTELLECTUAL PROPERTY

Both parties agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with official policies of both parties.

ARTICLE 5 DURATION, TERMINATION, AND AMENDMENT

- 5.1. This MoU will be effective from the date of signing by both parties up to a period of **five (5) years**, and may be subject to extensions by mutual consent.
- 5.2. Either party may terminate this MoU by giving six months advance notice in writing.
- 5.3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.
- 5.4. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed between the parties.

ARTICLE 6 SPECIAL PROVISIONS

- 6.1. This agreement shall be governed by and construed in accordance with the laws of the State of New York and India, as appropriate, depending upon where the activity under this agreement takes place.
- 6.2. The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU informally.
- 6.3. The two parties agree to generously exercise openness and transparency in transactions related to this agreement, and to provide necessary documentary support.
- 6.4. Nothing contained herein or in the activities conducted hereunder shall constitute either party being the agent or employee of the other party. Each party shall be fully and solely responsible for its own actions and obligations.
- 6.5. Any use of either parties name including any of its programs, or logos in advertisements, publications or notices relating in any way to the activities described in this MoU shall be subject to prior written approval of the other party.

ARTICLE 7 DESIGNATED CONTACTS

The below mentioned individuals are representatives of the respective parties responsible for the development and coordination of the activities contemplated by this MoU. All notices or communications hereunder should be directed to the below mentioned persons unless another addressee is hereinafter designated by written notice.

7.1. BU-SUNY contact

Krishnaswami (Hari) Srihari, Ph.D.

Dean and Distinguished Professor

Thomas J. Watson School of Engineering and Applied Science

Director - Watson Institute for Systems Excellence

Binghamton University, Binghamton, New York 13902-6000

Phone: (607) 777-2871

7.2. NITT contact

Srinivasan Sundarrajan, Ph.D. Director National Institute of Technology Tanjore Main Road National Highway 67, Tiruchirappalli-620015 Phone: 0431-2500370

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signature this (date) at (place).

Signed for and on behalf of:

C. Peter Magrath, Ph.D.

President

Binghamton University, SUNY

Srinivasan Sundarrajan, Ph.D.

Director

National Institute of Technology Tiruchirappalli

WITNESSES

Bahgat Sammakia, Ph.D.
Interim Vice President for Research

Binghamton University, SUNY

G. Kannabiran, Ph.D.Dean, Research and Consultancy

National Institute of Technology Tiruchirappalli