

Memorandum of Understanding
Between
New Jersey Institute of Technology (NJIT)
Newark, New Jersey, USA
And
Heritage Institute of Technology (HIT)
Kolkata, West Bengal, India

This Memorandum of Understanding (hereinafter “MOU”) is entered into as of the date of the last signature hereto (hereinafter “Effective Date”), by and between the **Heritage Institute of Technology** (hereinafter “HIT”), Chowbaga Road, Kolkata, West Bengal India 700/07 and **New Jersey Institute of Technology**, University Heights, Newark, New Jersey U.S.A. 07102 (hereinafter “NJIT”). HIT and NJIT shall be referred to herein individually as a “party” and collectively as the “parties”.

PART I: RECITALS

HIT, established in 2001 and managed by Kalyan Bharti Trust, is a private engineering college which has always been ranked among the top engineering colleges in eastern India. HIT offers both undergraduate and graduate engineering courses. All HIT courses are approved by the All India Council for Technical Education (AICTE), Government of India and the Department of Higher Education, Government of West Bengal. HIT also has accreditation from the National Board of Accreditation (NBA) and has been duly granted autonomous status.

Founded in 1881, NJIT is New Jersey’s public, technological research university offering 136 bachelors, 41 masters and 19 doctoral degree programs. It is accredited by the Middle States Commission on Higher Education with individual programs carrying additional accreditations (ABET, AACSB, NAAB). NJIT is recognized as a top-tier research university and is among the top university’s graduating minority engineers and computer scientists.

PART II: SUMMER RESEARCH PROGRAM

1. The summer research program (hereinafter "Program") will include selected students from HIT and its other Associate Engineering Colleges (hereinafter "students"). Students will participate in a six-week summer learning research experience starting mid-June and continuing until early August each academic year. During such time, students will register at NJIT during the 1st or 2nd Summer Sessions for one independent research course consisting of three (3) credits. The Program will culminate with the students presenting their research work at NJIT's International Summer Research Symposium held at the end of July each academic year.
2. The Program will be divided into three (3) sequential parts. The first part is the first week of the summer research experience during which students will be given a group orientation session about NJIT, its facilities, and the surrounding area. Since most participating students will have just completed their sophomore or junior year at HIT, they will likely have little or no background in various research concepts. Consequently, there will also be introductions to faculty research programs based upon students' discipline and proposed intent.
3. The second Program part will focus on the students' individual research projects. Each student will work with his or her NJIT faculty mentor and the mentor's graduate students on their research projects. Students will attend group meetings involving all participating Program students. At these meetings, the students will discuss the status of their research projects and any problems they have encountered. It is expected that these meetings will foster a sense of community and camaraderie among the participants.
4. Additionally, students will attend workshops which will provide students with non-technical skills needed to perform research, to prepare for the workplace, and to apply to graduate school. Typical topics will include the characteristics of a research proposal, principles of leadership, presentation skills, resume writing and interview skills, graduate admissions, dressing for success, and etiquette. Toward the end of the Program, each student will prepare a final technical report and a poster presentation. A final presentation session will be held at the end of the program at NJIT's International Summer Research Symposium.

5. The third and final part of the Program occurs after the on-campus research experience has concluded. Students can continue to interact with their faculty mentors and the mentors' graduate students, typically via email, subject to mutual consent. Faculty mentors will be encouraged to publish the results of student projects if significant progress was made, either as a stand-alone topic or as part of a more encompassing paper at appropriate conferences or in related journals. It is expected that students will co-author these publications and whenever possible will attend and participate at conferences.
6. In addition to the Program research experiences, students will be exposed to the vast cultural landscape of the United State of America especially, its work culture. Student chaperones will accompany the students to visit New York City and other local cultural centers. NJIT will also guide the students if they plan to visit other out of state locations such as Washington, DC and/or Niagara Falls.

PART III: RECRUITMENT, REGISTRATION AND TUITION

1. HIT will coordinate recruitment and Program participation by all of the students, including those from its other Associated Engineering Colleges. All HIT undergraduate students completing their sophomore or junior year in engineering, computer science, or related degree programs will be preferred to participate in the Program. HIT selected students will possess current, measured academic achievement and a documented desire to undertake serious research. Factors to be considered in the selection process will include: appropriate background courses taken; academic performance; strong commitment to independent research projects; personal reasons for applying to the Program; and self-motivation.
2. HIT and NJIT will mutually make the final determination with respect to the final student count each academic year. Students will meet all NJIT requirements and deadlines pertaining to application for admission and registration. All completed applications and supporting documents should be submitted to NJIT's Admissions Office for timely processing and in order for all visas to be applied for in a timely manner. Students are expected to abide by all

NJIT applicable policies and procedures in effect at the time of their application for admission to NJIT and during their participation in the Program.

3. HIT will guarantee the payment of all agreed upon tuition, fees, room and board and other necessary costs (in U.S. dollars) on behalf of its students and shall pay NJIT the same prior to the students beginning their studies after their arrival at NJIT. Students will also be required to obtain health insurance or show proof of the same before assuming studies at NJIT. The fees are assessed for the students to use the NJIT campus facilities such as the library, computer lab, printing privileges, gym facilities as well as to cover miscellaneous incidental costs. The room and board will include food provided by campus food services and an outside vendor as required and on-campus residence hall living. NJIT prefers that all students stay on campus and participate in the campus food services program. NJIT will have no financial responsibility to provide off-campus room and board to any student.
4. NJIT shall establish an international student development and cultural exchange fund applicable to HIT students to discount their out-of-state tuition rates to amounts comparable to NJIT's in-state tuition amounts. Students shall be individually responsible for: transportation and airfare; visa costs and passport fees; books and supplies; and other necessary living and personal expenses. NJIT shall provide accommodation for one (1) HIT faculty or staff member accompanying the students for the entire Program period each academic year.
5. All students shall be subject to compliance with entry and visa requirements of India and the United States and the requirements of the parties as well. Students may need to provide financial attestation of resources available to them, in accordance with U.S. government requirements, for travel and temporary residency in the U.S., under appropriate student visa status. NJIT makes no promise, representation or guarantee of students obtaining the necessary visa for study in the U.S.
6. HIT agrees that NJIT shall have sole and final authority and oversight with respect to all academic matters regarding NJIT's degree programs, including but not limited to admission and registration processes, tuition and fees (including increases), conferring of degrees and maintenance of all of its own official student records. HIT recognizes that NJIT is bound to

comply with the U.S. Family Educational Rights and Privacy Act of 1974 (Buckley Amendment), as it may be amended from time to time, in the handling of student educational records.

7. All final NJIT academic decisions about the Program shall be made by NJIT, after reasonable consideration of any comments and/or suggestions by HIT, through NJIT administrative process, including review and/or approval as may be required by law, regulation, or by the respective policies of the Board of Trustees of NJIT, including all matters requiring review and/or approval by the New Jersey Secretary of Education and/or NJIT's appropriate accreditation boards (e.g., Middle States Commission on Higher Education).

PART IV: TERM AND TERMINATION

1. This MOU shall continue for seven (7) years from the Effective Date and may be renewed for successive seven (7) year periods upon subsequent signed mutually acceptable agreement.
2. This MOU may be terminated by either party upon three (3) months prior written notice. However, any such termination will not be effective until the end of the summer Program session then in progress and will not adversely impact the students enrolled prior to the termination of this MOU. In the event that this MOU is terminated early, NJIT commits that it shall make a good faith effort to formulate a "teach-out" plan applicable to all then enrolled HIT students.

PART V: CONFIDENTIALITY

1. Both parties will keep confidential all information marked and/or identified as confidential and/or proprietary at the time of disclosure provided by the other party other than to the extent disclosure is required to perform this MOU.
2. "All information" referred to in this Section excludes information: (a) generally available to the public otherwise than by disclosure in breach of the terms of this MOU; (b) known to the receiving party prior to the time of disclosure; (c) lawfully obtained by the receiving party from

a third party; (d) independently developed by or for the receiving party; or (e) required by any law, regulation, subpoena, statute and/or court or administrative order to be disclosed. The terms of this confidentiality Section shall survive expiration and/or termination of this MOU for three (3) years thereafter.

PART VI: GENERAL PROVISIONS


1. Subject to the other party's prior approval, each party will be authorized to use the other party's name and logo on a non-exclusive basis in conjunction with Program brochures, publications, advertisements, letterhead, and material, which make reference to this MOU. Each party agrees to follow any reasonable trademark usage and/or branding guidelines provided by the other party in connection with its exercise of this permitted use.
2. Any notices relating to this MOU should be in writing (which includes facsimile) and shall be sent to the recipient's address set forth above (or at such other addresses as may be stated in notices similarly given) and directed to the Provost and Senior Executive Vice President of NJIT and the concerned executive authority of HIT, with copies to Durga Misra, Ph.D., Professor and Associate Chair for Graduate Studies, Electrical and Computer Engineering Department, NJIT, University Heights, Newark, N.J. 07102.
3. To the extent allowable by applicable law, each party hereby assumes any and all risks of personal injury, property damage and third party claims attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.
4. The parties have not and did not intend to create any enforceable rights of any third party under this MOU including without limitation the students. This MOU shall not be construed to create a partnership, joint venture or agency relationship between the parties.
5. In the event of a dispute regarding this MOU, the parties shall first attempt to settle it by negotiation within thirty (30) days before any other action is taken. Should consent prove to be unfeasible, the dispute shall be settled by arbitration, in conformity with the Arbitration Rules of the United Nations Committee for International Trade Law (UNCITRAL), such arbitration

to be set up in a timely fashion and in conformity with the rules aforesaid. Construction and/or interpretation of this MOU shall be governed by the laws of the State of New Jersey (U.S.A.), without regard to its conflicts of law principles.

6. Neither party shall have any liability to the other for consequential, exemplary, special, incidental or punitive damages even if advised of the possibility of such damages, including without limitation lost profits and opportunity. Except as otherwise contained herein, each party disclaims all warranties and representations, either express or implied, with respect to its programs and/or any courses or services to be performed by either party hereunder.
7. If the performance of any obligation under this MOU on the part of either party should be prevented or delayed by an event of force majeure beyond its reasonable control, including but not limited to acts of war, revolution, insurrection, terrorism, civil unrest, strikes or work stoppages, fire, flood, earthquake or other natural disaster, then the affected party's duty to perform its obligations under this MOU shall be excused as reasonably required or justified by the circumstances.
8. In the performance of this MOU, the parties will not discriminate against any student or person involved with the Program on the basis of race, gender, age, marital status, familial status, religion, affectional or sexual orientation, creed, national origin or ancestry, disability. HIT recognizes that NJIT shall perform all activities required under this MOU in accordance with all applicable U.S. federal and state laws, rules, and requirements, as these requirements may be amended from time-to-time, including but not limited to: (a) U.S. Export Control Act and U.S. Export Administration Regulations; (b) U.S. Foreign Corrupt Practices Act; and (c) U.S. Anti-Boycott laws and regulations.
9. This MOU contains the entire understandings between the parties. This MOU shall not be varied in any way except with the written agreement of both parties. This MOU may not be assigned or delegated by either party.

[Signatures on following page]

The following parties have executed this MOU as of the dates set forth below.



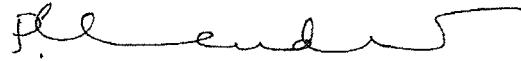
Signature

Dr. Atam Dhawan
Vice Provost for Research and
Executive Director of Undergraduate Research
And Innovation

Name

For: **New Jersey Institute of Technology**
United States

Dated: 30 July 2014



Signature

Prof (Dr.) Pranay Chaudhuri
Principal

Name

For: **Heritage Institute of Technology**
India

Dated: 13.8.2014