



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CONFEDERATION OF INDIAN INDUSTRY
AND
THE NEW JERSEY DEPARTMENT OF STATE
AND
ROWAN UNIVERSITY

This Memorandum of Understanding (“MOU”) is made by and between **The Confederation of Indian Industry (“CII”)**; **The Department of State** of the State of New Jersey (“**NJDOS**”), United States of America; and **Rowan University (“Rowan”) of the State of New Jersey, United States of America** (hereinafter collectively referred to as the “Parties” and individually as a “Party”). The overarching goal of this MOU is to create a strong linkage between technological research and development in the global technology centers of India and New Jersey.

WHEREAS, CII is a society registered under the Societies Registration Act of 1860 in India. CII is a non-profit and industry-managed organization with its Central Office located at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi - 110 003, India. CII is a non-governmental, non-profit trade body, which is an industry-led and industry-managed organization. CII works to create an environment conducive to the growth of industries in India through advisory and consultative processes. CII plays a key role in driving change by working closely with the Indian government on policy issues by interfacing with thought leaders, and enhancing efficiency, competitiveness, and business opportunities through a range of specialized services and strategic global linkages;

WHEREAS, NJDOS is a principal department within the Executive Branch of New Jersey State Government with purposes that include promoting international relations, overseeing cultural, historical and business advocacy programs, and supporting the State’s innovation economy. New Jersey is home to more than 10,000 technology companies and is a hub for emerging technology sectors. The State is home to more than 150 higher education institutions and maintains the highest concentration of scientists and engineers in the Nation. Within NJDOS is the New Jersey India Commission which was established to enhance important and valuable bilateral trade, investment, and economic development between New Jersey and India, promote cultural and educational exchanges between New Jersey and India, and explore policy issues of mutual interest;

WHEREAS, Rowan is a nationally acclaimed public university in New Jersey established as an institution of higher education and research. As a top 100 ranked research institution in the nation Rowan is dedicated to expanding educational access and leading technological growth and innovation. Rowan is the third fastest-growing public research university in the nation and has earned national recognition for innovation;



WHEREAS, to accomplish this purpose, the Parties seek to promote and foster technological development partnerships between the Parties to expand the basis for collaborations by way of this MOU;

WHEREAS, the Parties, in recognition of the substantial economic activity between New Jersey and Indian industry, intend to encourage an enduring and productive relationship based on mutual interests;

WHEREAS, the Parties share the objective of deepening their already well-established economic cooperation and trade relations to strengthen business development and job creation in both New Jersey and India;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS

ARTICLE I: Purpose and Objectives

The Parties, by signing this MOU, express their commitment to collaborate with each other and work cooperatively in accordance with the existing laws and treaties applicable to their respective jurisdictions on the issues as set forth below:

- i) Exchange information on all activities and initiatives pertaining to India and New Jersey's economic relations in both India and New Jersey, and in all other states and countries where both organizations are active, ensuring that such exchanges comply with all applicable laws and regulations.
- ii) Exchange professional experience to facilitate the development of mutually beneficial relationships especially between startups in the critical and emerging technology spaces as specified under the United States of America and India's Innovation Handshake Initiative.
- iii) Exchange information on all economic and commercial matters concerning New Jersey and India specifically including sectors relevant to both regions, and especially those sectors relevant to the initiative on Critical and Emerging Technology to further the interconnected innovation ecosystems of the Parties, ensuring that such exchanges comply with all applicable laws and regulations.
- iv) Actively promote events and initiatives that are mutually agreeable to the Parties.
- v) Encourage connections between academia and industry in order to help New Jersey and Indian startup companies take their innovative ideas and products to market.
- vi) Engage in any other mutually acceptable forms of cooperation that contribute to the goals of this MOU.

ARTICLE II: Financials

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear their own respective costs of carrying out the obligations under this MOU. Each party is responsible for its own respective tax liability and compliance in respect to the deliverables envisaged herein and shall not



hold the other party responsible for any such taxes or legal compliance with any law, regulation, or otherwise. This MOU is intended to serve as a broad understanding between the parties in furtherance of the common intention to accomplish the objectives mentioned herein above. This MOU is an expression of the intent of the Parties to explore the potential for various collaborative activities and is not a legally-binding agreement. In the future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties, as applicable, shall be delineated through separate agreements on a case-by-case basis.

- i) Both the Parties shall be free to collaborate with and seek financial support and donations from national and international organizations and other partners for cooperative activities to be undertaken pursuant to this MOU.

ARTICLE III: Coordination Between Key Contacts

The Parties commit to good-faith collaboration and maintaining open lines of communication to ensure a productive working relationship and shall nominate one (or more) senior representative(s)/officer(s), to be the key points of contact for the purposes of this MOU. The key contacts of the Parties shall maintain regular contact with the other Parties as well as propose and review different projects, programs, and other activities in furtherance of the purpose and objectives envisioned herein under this MOU.

ARTICLE IV: Intellectual Property Rights

i) For any cooperative activity that may give rise to the creation of intellectual property rights or inventions, the Parties intend to execute separate agreements related to the allocation of intellectual property ownership and such rights as may be generated during the course of such cooperative activity. If, and when, the Parties consider executing further agreements, they will consider specific provisions concerning the protection and ownership of intellectual property and specific confidential information on case-by-case basis as the need arises.

ii) To carry out one or more of the activities set forth in Article I above, the Parties will consult from time to time and, depending on the availability of resources and interest, will consider entering into separate agreements pertaining to the specific, project, program, or other activity. The Parties acknowledge that this MOU does not create a legal entity, nor does it authorize any Party to make any commitments on behalf of the others.

ARTICLE V: Confidentiality

The Parties agree and acknowledge that meeting their commitments under this MOU may involve exchanging confidential information. Each Party undertakes that it shall not disclose at any time, to any person, any confidential information of the other Party. In the future, if the parties determine that the exchange of confidential information is required, the legal rights and obligations of the parties, as applicable, shall be delineated through separate agreements on a case-by-case basis as to the handling of any such confidential information.



ARTICLE VI: Data Privacy and Compliance

The Parties agree to comply with all applicable data protection and privacy laws in their respective jurisdictions regarding the collection, processing, storage, and transfer of personal data exchanged under this MOU.

ARTICLE VII: Stipulations

The following stipulations apply to this MOU:

- i) Notwithstanding any other provision in this MOU, the Parties agree that this MOU is not legally binding and does not create any legal, equitable, or financial rights, obligations, or liabilities for any of the Parties;
- ii) In the case of any differences the Parties shall make all efforts to settle the disputes amicably through mutual discussion and negotiation and shall create no legal cause of action in any forum;
- iii) This MOU may be altered or repealed by mutual consultation and consent of the Parties. This MOU may be modified only by written agreement of both Parties. Each Party may also terminate this MOU by giving the other Parties at least 45 days' written notice of its withdrawal. However, the early termination of this MOU shall not affect the implementation of any activities, projects, or programs, which have already commenced and are subject to separate agreements prior to such termination unless otherwise agreed to by the Parties in writing.
- iv) Each Party agrees to obtain the prior written consent of each other Party to any use of such other Party's name or logo in a press release, website, or other public-facing material. Each Party agrees to comply with applicable data protection laws in relation to the processing of personal data under this MOU.
- v) The Parties acknowledge that this MOU does not create a legal entity, nor does it authorize any Party to make commitments on behalf of the other(s);
- vi) Nothing in this MOU shall create any financial obligations for any of the Parties, and each Party agrees to bear its own costs associated with carrying out the terms of this MOU;
- vii) This MOU constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of this MOU;
- viii) This MOU shall be effective from the date of the last affixing signature by the Parties and shall remain valid for a period of one (1) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU in accordance with the termination provisions.
- ix) The implementation of this MOU and any activity undertaken pursuant to this MOU will be in accordance with the respective applicable laws, regulations, rules, procedures, mechanisms, programs, or policies applicable to the Parties and the jurisdiction governing the operation of



the Parties. This MOU does not constitute a waiver by CII, NJDOS or Rowan of Sovereign Immunity or acceptance by any Party to the jurisdiction of the courts of the country or state of the other Party.

IN WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, undersigned by their duly authorized representatives on the date, month and year.

For Confederation of Indian Industry (CII)

By: _____

Name: Rikant Pittie

Title: Vice Chair,
CII Delhi State

Date: 16-12-2024

For New Jersey Department of State

By: _____

Name: Tahesha L. Way

Title: New Jersey Secretary of
State

Date: 16-12-2024

For Rowan University

By: _____

Name: Robert Bullard

Title: AVP, External
Engagement & Economic
Engagement

Date: 16-12-2024