

MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW YORK UNIVERSITY TANDON SCHOOL OF ENGINEERING
AND
INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

This Memorandum of Understanding (this “MOU”) is entered into this ___ day of September 2023 (the “Effective Date”), by and between New York University, a New York education corporation having its principal office at 70 Washington Square South, New York, NY 10012, on behalf of its Tandon School of Engineering (“NYU”), and the Indian Institute of Technology, Kanpur, a research and educational institution of national importance, established under The Institute of Technology Act, 1961, enacted by the Parliament of Republic of India, having its principal office at P.O. IIT Kanpur, Kalyanpur, Kanpur 208016, Uttar Pradesh, India (“IITK”). NYU and IITK are referred to herein individually as an “Institution” and collectively as the “Institutions.”

WHEREAS, IIT Kanpur is one of the premier institutes of higher education in India that imparts meaningful education and conducts original research of the highest standard to provide leadership in technological innovation for the industrial growth of the country. IITK undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities and has multiple successful international collaborations with universities abroad, including those in the USA, Europe, Australia and Asia; and

WHEREAS, NYU is the world’s preeminent global university: comprising a global network of three degree-granting campuses and 12 additional study locations across six continents, educating the largest number of international students of any American university, including approximately 3500 Indian citizens, and supporting a larger number of U.S. students who study abroad than any other American university, ranking among the top research universities in the world, bringing together top schools, departments, and institutes that include the Tandon School of Engineering, the Stern School of Business, the School of Global Public Health, the Wagner Graduate School of Public Service, the Faculty of Arts and Science, the Courant Institute of Mathematical Sciences, the Center for Data Science, the Tisch School of the Arts, the Grossman School of Medicine, and NYU Langone Health, and comprising an ecosystem poised to tackle cross-disciplinary challenges in extending the frontiers of knowledge, being the largest private university in the United States, with a scale and an alumni network that creates unique opportunities; and

WHEREAS, The Tandon School of Engineering is NYU's flagship School of Engineering awarding undergraduate, master's and doctorate degrees corresponding to its research expertise in multiple branches of engineering (including data science, AI, robotics, wireless communications and cybersecurity), and has strong ties with the science and technology programs in the Faculty of Arts and Sciences, the Center for Data Science, and the Courant Institute of Mathematical Sciences in NYU New York and with the engineering and computer science programs in NYU-Abu Dhabi and NYU-Shanghai; and

WHEREAS, IITK, primarily through its Department of Electrical and Computer Engineering, and NYU, primarily through its Tandon School of Engineering, have established collaborative academic programs, including, among others, a dual PhD in Electrical Engineering, IITK's participation as host and organizer of the Indian component of Tandon's Cyber Security Awareness Week, and exchanges and visits by faculty and students; and

WHEREAS, NYU and IITK share a fervent belief in the power of cross-national and cross-cultural collaboration and partnership, particularly in the educational sphere, to transform our world and deliver benefits across all borders; and

WHEREAS, the governments of India and the United States issued a joint statement on June 21, 2023 as part of Indian Prime Minister Modi's state visit to the United States with the broad objective of strengthening the Indo-American relationship; and

WHEREAS, in furtherance of the educational goals of the joint statement, NYU and IITK seek to develop new and deeper research and technology partnerships in the United States and India respectively to draw on and further develop each other's strengths through the establishment of the NYU Tandon - IITK Advanced Research Centre and through mutual cooperation in the areas of education, research, and exchange; and

WHEREAS, the goals of the NYU Tandon - IITK Advanced Research Centre will further the cause of the Government of India's 'skill development program', the exchange of faculty and students between the Institutions will allow for the building of long-term relationships between the two organizations, while simultaneously enabling cultural exchanges, and, eventually, it is hoped that the relationship between IITK and NYU will develop into a "role model" that can be extrapolated to other institutes/universities in India and USA, thereby furthering the cause of building stronger Indo-American relations in the area of education as envisioned by the leadership of both nations.

NOW, THEREFORE, NYU and IITK agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 *General Scope.* Each Institution may offer to the other Institution opportunities for activities and programs, such as teaching, research, exchange of faculty and students, exchange of academic information, materials and resources, and staff development that will foster a collaborative relationship.

1.2 *Specific Activities.* Specific activities and programs implemented under this MOU shall be subject to a separate agreement and the approval of each Institution's authorized representatives and the availability of funds.

1.3 *Areas of Collaboration.* The Institutions may engage in the collaborative development of courses, degrees, research, entrepreneurship initiatives, and other efforts under this partnership, to address critical global challenges in areas of mutual interest, which may take place in the following fields and/or others: healthcare, sustainability, AI and machine learning, cybersecurity, wireless communications, robotics, transportation and semiconductors. In addition, other Indian institutions, such as IISc, IIT Bombay, and IIT Madras, have expressed their intent to participate in the contemplated collaborative activities in the future.

1.4 *Contemplated Activities.* The Institutions currently contemplate the implementation of programs or activities as follows:

Establishment of the NYU Tandon - IITK Advanced Research Centre (the "Centre"). The Centre would carry out collaborative educational activities, including research, dual degree programs, undergraduate student exchange, and a faculty development program.

Research. IITK and NYU will explore/pursue collaborative research in areas of critical and emerging technologies, including but not limited to healthcare, sustainability, AI and machine learning, cybersecurity, wireless communications, robotics, transportation and semiconductors.

Degree Programs. Dual Ph.D. degree programs across all disciplines in which students from each Institution spend time conducting research at the other Institution's campus and receive degrees from each Institution.

Study Away. NYU and IITK will develop undergraduate student exchange programs to allow undergraduate students from each institution to spend a semester studying at the partner's campus.

Faculty Development Program (FDP). The FDP would be designed to train faculty from all universities in India to help strengthen their research and pedagogical skills, with the first part of the program taking place at IITK and the second part of the program taking place at NYU.

Space. NYU and IITK will explore/pursue opportunities for the Centre to have a physical presence (e.g., center, office, etc.) and a virtual set-up to facilitate the contemplated activities mentioned above as well as joint symposia/workshops/conferences/seminars and other proposed activities.

1.5 *Separate Agreements*. Prior to initiating any specific activity or program, the Institutions will negotiate and enter into a separate agreement, signed by each Institution's authorized signatory, describing the terms of the arrangement, including the budgets. Each Institution will designate a liaison officer to develop and coordinate specific activities or programs.

1.6 *Costs*. Each Institution will be responsible for its own costs and expenses relating to this MOU.

1.7 *Publicity*. Neither Institution will make public statements or announcements about this MOU or any of the activities contemplated hereunder without the written approval of the other Institution.

ARTICLE 2: TERM, RENEWAL, AMENDMENT AND TERMINATION

2.1 *Duration*. This MOU shall remain in force for [three] years from the Effective Date.

2.2 *Extension and Renewal*. The Institutions may extend or renew this MOU by agreement confirmed in writing and signed by each Institution's authorized signatory.

2.3 *Amendment*. No amendment of the terms of this MOU will be effective unless made in writing and signed by each Institution's authorized signatory.

2.4 *Termination*. Either Institution may terminate this MOU by providing sixty days advance written notice to the other Institution.

ARTICLE 3: GENERAL MATTERS

3.1 *Use of Names*. Neither Institution may use the name, logo, trademark or other designation of the other Institution or any of its affiliates (including any school, college, division, department or other unit thereof) for any purpose, including without limitation in any marketing advertising or publicity materials without the other Institution's prior written consent.

3.2 *Contact Person.* The liaisons for this MOU shall be:

NYU:

New York University
70 Washington Square South
New York, NY, 10012

IITK:

Office of International Relations
Room No. 207, Academic Affairs Building,
Indian Institute of Technology
Kanpur – 208016, Uttar Pradesh, India

Each Institution may replace its liaison by written notice to the other Institution.

3.3 *Notices.* Any notice given under this MOU shall be (i) personally delivered, (ii) sent by an internationally recognized overnight delivery service, with delivery confirmed or (iii) sent by email, with receipt confirmed, to the other Institution at the address set forth below.

If to NYU:

New York University
Office of General Counsel
70 Washington Square South, 11th Floor
New York, NY 10012
Attention: General Counsel
generalcounsel@nyu.edu

If to IITK:

Office of International Relations
Room No. 207, Academic Affairs Building
Indian Institute of Technology Kanpur
Kanpur – 208016, India
doir@iitk.ac.in

3.4 *Dispute Resolution.* If any disputes arise out of this Agreement, the Institutions must attempt to resolve the dispute through non-litigious means. Any disputes shall first be notified to the Dean of International Relations at IITK and Prof. Eliot Borenstein, Vice Chancellor and Vice Provost for Global Programs at NYU, or their designees, who will

enter discussions and negotiations to resolve any such dispute or misunderstanding through collaboration.

3.5 Where any matters cannot be resolved as set out in clause 3.4 above, any further legal dispute shall be governed by the law of the defending Institution and subject to the jurisdiction of the courts of the defending Institution.

3.6 *Confidential Information.* In this Agreement, Confidential Information means any information disclosed by one Institution to the other which is marked as confidential, and is not in public knowledge or already lawfully known to the receiving Institution. Both Institutions agree to keep any such Confidential Information and all personal information relating to students or staff in strict confidence, and to use such information solely for the purpose of the collaboration or the relevant Project (as applicable), provided that a receiving Institution may disclose Confidential Information if required by law or with the prior consent of the disclosing Institution.

3.7 *Binding Obligations.* Except as set forth in Sections 1.7 and 3.1, this MOU is not intended to create any legally binding obligations on either Institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.

3.8 *Authorized Signatories.* Each Institution represents that the individual signing this MOU has the authority to sign on its behalf in the capacity indicated.

3.9 *Survival.* Each Institution's obligations under the following provisions will survive the expiration or earlier termination of this MOU: Sections 1.6, 1.7, and 3.1.

IN WITNESS WHEREOF, the undersigned, on behalf of their respective Institutions, have signed this MOU as of the Effective Date.

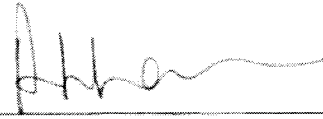
on behalf of
New York University



Linda G. Mills
President

Date: September 5, 2023

on behalf of
Indian Institute of Technology,
Kanpur



Abhay Karandikar
Director

Date: September 05, 2023

अभय करंदीकर
Abhay Karandikar
निदेशक
Director
भारतीय प्रौद्योगिकी संस्थान, कानपुर
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कानपुर / Kanpur - 208 016