

MEMORANDUM OF UNDERSTANDING

**The Board of Regents of the
University System of Georgia by and on behalf of
Georgia Institute of Technology
and
Aditya Engineering College, Surampalem, Andhra Pradesh, India**

This Memorandum of Understanding (“MOU”) is made and effective as of February 15, 2023 (“Effective Date”) by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology (“Georgia Tech”)** having its principal offices located at 225 North Avenue, Atlanta, GA 30332 and Aditya Engineering College (“**Aditya**”) having its principal offices located at ADB Road, Surampalem, KakinadaDist., Andhra Pradesh, India 533437. Georgia Tech and Aditya are sometimes hereinafter individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, Georgia Tech and Aditya have complementary interests and have the present intent to enter into discussions between authorized representatives to establish specific research, education, and financial arrangements, which may lead to opportunities of mutual benefit; and

NOW THEREFORE, the Parties agree as follows:

1. **Areas of Cooperation.** The Parties agree to explore the possibilities of cooperation in the following general areas:

- Faculty exchange
- Student exchange
- Exchange of scientific and teaching materials
- Joint research projects
- Conferences

2. **Research Collaboration.** Georgia Tech and Aditya will initiate collaborative activities contingent upon successful negotiation and execution of appropriate agreements at a later date, which shall outline the terms and conditions applicable to each activity, and as Georgia Tech is permitted under U.S. export laws and regulations, and as Aditya is permitted under its country’s laws. The Parties understand and agree that the Georgia Tech Research Corporation is a cooperative organization of Georgia Tech and shall enter into any research agreements on behalf of Georgia Tech.

Joint research projects may be explored by appropriate faculty members with the approval of the Parties according to the established procedures at each institution.

3. **Confidentiality.** Proprietary or confidential information may be exchanged between the Parties once a mutually agreeable written nondisclosure agreement has been executed between the Parties and export approval has been obtained, if applicable.

4. **Use of Names, Trademarks and Likenesses.** Neither Party may use the name or trademark of the other Party in any form of advertising or publicity without the express written permission of the other Party and in accordance with that Party’s applicable terms, guidelines and/or policies. Each Party must seek

permission from the other Party by submitting the proposed use for review and request for permission well in advance of any deadline.

Notwithstanding anything herein, neither Party shall state or imply support, endorsement or sponsorship of the other in any materials or in connection with any of its activities, including, but not limited to, advertising, promotions, or marketing.

As applicable, both Parties shall be responsible for obtaining any necessary publicity releases, likeness/image releases and intellectual property rights in connection with their activities hereunder.

5. **Anticorruption Compliance.** Each Party represents, to the best of its knowledge and belief, that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (*i.e.* any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), where such payment, gift, promise or advantage would violate any applicable anticorruption laws, including but not limited to, the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. (FCPA).

6. **Export Control.** The parties understand and agree to comply with all applicable Export Control laws and regulations, including the Arms Export Control Act, ITAR, EAR, and the laws and regulations implemented by the Office of Foreign Assets Control (OFAC).

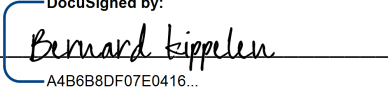
7. **Severability.** If any provision of this MOU shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this MOU.

8. **General**

- a. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. Neither Party has the right or authority to bind the other Party, by contract or otherwise, to any obligation nor make any commitment, representation or warranty for or on behalf of the other Party. Each Party shall be responsible for its own acts, omissions and the results thereof.
- b. This MOU does not restrict either Party from collaborating with any other third parties in the areas specified in this MOU.
- c. This MOU is a ***non-binding expression*** of the current intentions of the Parties and does not create any legally binding rights or obligations on either Party nor will either Party incur any expense hereunder until and unless definitive written agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.
- d. Both Parties are educational institutions accredited by the appropriate agencies and/or commissions. The accreditation(s) of neither institution extend to the other institution or their students.
- e. This MOU shall extend from the Effective Date and continue for a period of three (3) years. This MOU may be revised or renewed by mutual written consent of the Parties.
- f. Either Party may terminate this MOU upon six (6) months' written notice. In the event of termination, participating students in any educational programs of the Parties at such a time shall be permitted to complete their activities in accordance with the terms of this MOU.
- g. This MOU is written in English and may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signature copies shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed as of the Effective Date by their duly authorized representatives.

**THE BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF OF
GEORGIA INSTITUTE OF TECHNOLOGY:**

Signature:  A4B6B8DF07E0416...

Name: **Bernard J. Kippelen**

Title: **Vice Provost for International Initiatives**

Date: 3/30/2023 | 1:42 PM EDT

Reviewed by GT OGC Legal Affairs: NRF 3/30/23

**ADITYA ENGINEERING COLLEGE
SURAMPALEM, KAKINADA, AP
INDIA:**

Signature: 

Name: **Dr. N. Satish Reddy**

Title: **Vice-Chairman**

Date: 04/01/2023

**VICE CHAIRMAN
Aditya Engineering College (A)
ADB Road, Surampalem,
Kakinada Dist. - 533 437, A.P.**