



MEMORANDUM OF UNDERSTANDING

Between

University of Massachusetts, Lowell

and

SR International Institute of Technology

(Affiliated to)

Jawaharlal Nehru Technological University Hyderabad, India

This Memorandum of Understanding (MOU) is entered into on this 10th day of January 2023 by and between the University of Massachusetts through its Lowell campus, ("UML") and SR International Institute of Technology, (SRIIT), affiliated to Jawaharlal Nehru Technological University Hyderabad, India (JNTUH).

The general purpose of this MOU is to explore the possibilities of academic and research cooperation between UML and SRIIT. The collaboration shall be subject to the availability of funds and entering into mutually agreeable agreements. Cooperation under this MOU may include the following general cooperation areas. UML and SRIIT agree that cooperation in research collaborations and student and faculty exchanges would be mutually beneficial.

The areas of cooperation may include, subject to mutual written consent, any desirable and feasible activity of joint academic and educational activities such as:

- Collaborative research proposal submission to funding agencies that will support the partnership between SRIIT and the Lowell campus of UML.
- Joint research projects and publications, including work by undergraduate, graduate, and post-doctoral students at the partner institutions.
- Dual degree programs.
- Faculty and student exchanges based on reciprocity.
- Reciprocal placement of students in paid internships and co-ops, when possible.
- Joint conferences and workshops.

- Team taught courses, including online courses.
- Visits by faculty, professional staff, and students.

Based on previous discussions between the parties, the following initiatives provide good starting places and can be implemented as soon as administrative details are agreed upon in writing between the two universities:

- Bachelors to Masters dual degree program between SRIIT and UML.
- Summer undergraduate experiences.
- Faculty and student exchanges and opportunities for paid internships.
- Cooperation in academic and research programs in engineering, computer science, and information technology.

In addition, the Lowell campus will be pleased to facilitate relationships between SR International Institute of Technology and other campuses of the University of Massachusetts.

The parties may enter various collaborative projects during the period of this MOU. However, neither party is obligated to agree to any minimum number of activities, nor is this MOU intended to preclude either party from entering into similar agreements with other institutions. Each collaborative project which the parties agree to pursue shall be documented in a written Appendix to this Agreement. Each such project shall be carried out under the conditions, including allocation of funding, specified in the Appendix executed by the parties, and shall be carried out in conformance with the applicable policies of both parties, which at a minimum shall ensure that both parties have the right to publish the results of the project and that each party shall own its own data, results and any intellectual property arising from the project. The agreements entered would require the parties to comply with all applicable laws and regulations, including all U.S. and Indian export control laws and regulations.

The parties agree to continue the implementation of the dual degree program previously established in 2019 between SRIIT and UML. The specific agreement regarding a BS/MS program in electrical engineering (EE), computer engineering (CpE) and computer science (CS) is outlined in Appendix A and B in the previously signed 2019 MOU agreement between UML and SRIIT. Qualified students from SRIIT B.Tech programs in EEE, ECE, and CSE, at the end of the Third year of their B.Tech program, will be admitted to the appropriate UML, BS programs in EE, CpE or CS if they meet the criteria noted below. Other BS/MS programs such as Civil Engineering, Mechanical Engineering may be considered in separate articulation agreements. Selected courses required for these degrees will be transferred from JNTU. Students from SRIIT should have a minimum of 60% marks. UML will use reasonable effort to enable selected courses required for these degrees to be transferred from JNTU approved curriculum offered by JNTU in India. Students who do not transfer to UML will continue to study at SRIIT and obtain a B.Tech Degree from JNTU.

This MOU shall be referenced in any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties.

Cooperation in Education and Research

In order to facilitate student exchanges between SR International Institute of Technology and the University of Massachusetts Lowell, the following section provides general procedural information under which the exchange of students between the two institutions will take place. Specific procedures, requirements, and duties of the parties in connection with student exchanges shall be set forth in a separate written program agreement to be executed by the parties.

Cooperation and exchanges may take place with undergraduate students. Each exchange may be for the duration of one academic year, one academic semester, or one intensive course, normally three or four weeks in length, scheduled either between academic terms or during the summer.

Courses may be taught at the Lowell campus of UMass, at SRIIT, or concurrently at both campuses through online capabilities.

Students enrolled in standard, academic semesters may engage in paid co-op or paid internship opportunities through placements by the host university, providing they meet the legal criteria of the host country.

International students studying in the United States must comply with U.S. immigration regulations. Depending on the nature of the student visa, these regulations and requirements may vary. Each university's international student and scholar office will assist parties in determining the appropriate visa pathway and related regulations.

If two faculty members from each institution are engaged in collaborative research projects, doctoral students at one institution may visit and work in the lab of the faculty member at the other institution and incorporate the work done as part of their dissertation research. When connected to funded research projects, the host university will endeavor to provide a stipend for the visiting doctoral student.

Responsibilities of home institution for academic semester or academic year exchanges:

The home institution will:

- Register its own students for the duration of the exchange.
- Submit to the host institution the names and academic credentials of students who would like to participate in an exchange.
- Provide the host institution with names of courses that are essential to their own students' curricular plan.
- Ask the student to advise the host institution of any circumstances that may affect his or her year abroad (e.g., medical condition, disability status).

- Advise its students about academic and cultural expectations at the host university.

Responsibilities of host institution for academic semester or academic year exchanges:

The host institution will:

- Be responsible for admission decisions of students recommended by the home institution.
- Provide an orientation program for incoming students.
- Endeavor to ensure that students are admitted to courses regarded as essential to their academic programs at their home institutions.
- Enroll students in a full-time course load as required by federal regulations
- Assign an academic advisor to all incoming students.
- Assist the incoming student in securing housing.
- Inform the incoming student of health insurance requirements.
- Provide the home institution with a final transcript of the student's academic performance.

Guidelines For Short Intensive Courses:

Short intensive courses, offered during the summer or between semesters, will be taught by a faculty member from either the Lowell campus of UMass or SRIIT. Students will be responsible to incur all costs related to:

- Course tuition and fees
- Airfare to and from the host country;
- Transportation within the host country;
- Accommodation in the host country;
- Any additional fees charged by the host institution.

The total cost of each course will differ according to the location of the host country and the nature of the course being taught.

Students will bear the cost of:

- Their own health insurance and any medical bills or non-mandatory fees.
- Food, living expenses, and any other costs relating to the exchange.
- Books and necessary academic supplies necessary for the course.

The number of credit hours each student will earn will depend on the nature and length of the course and by the department/ faculty offering the course.

The primary contacts for this MOU are Secretary, Madhukar Reddy for SR International Institute of Technology and Provost Dr. Joseph C. Hartman for the University of Massachusetts Lowell. As previously noted, the parties shall enter into specific written agreements to clarify and define the nature, extent, and terms of operation for the agreed upon collaborations, including intellectual property ownership and funding issues. As.

For agreed upon activities, both institutions will make available their facilities and staffs. This MOU will take effect on and will be valid for five (5) years from the date noted in the first line of this document unless terminated by one of the parties. Either party may withdraw from this MOU provided written notification of the withdrawal is given to the other party at least three (3) months prior to the desired withdrawal date. This MOU may be renewed for another period of five (5) years upon mutual written consent of the parties before the expiration date.

Authoritative Version.

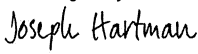
The English version of this MOU shall be the authoritative version of the MOU for all purposes. In the event of a conflict between the English version and any translation of this MOU, the English version shall control.

The following authorized individuals have signed the present MOU on behalf of their respective institutions:

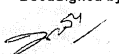
University of Massachusetts
Lowell

Jawaharlal Nehru Technological
University

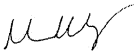
SR International Institute of
Technology

DocuSigned by:

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Dr. Joseph C. Hartman
Provost

DocuSigned by:

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Prof. Katta Narasimha Reddy
Vice Chancellor

DocuSigned by:

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A. Madhukar Reddy
Secretary

5/11/2023 | 14:00 EDT

Date

7/4/2023 | 02:08 EDT

Date

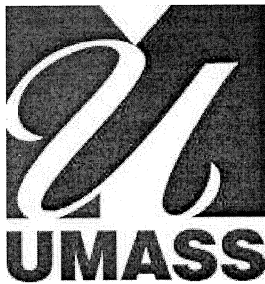
7/4/2023 | 02:35 EDT

Date

APPENDIX A

COMBINED LICENSE AGREEMENT FOR TRADEMARK USE

Please contact Evelin Szymborn, Director of Trademarks for the University of Massachusetts, at (413) 577-8125 or eszymbor@umass.edu about permission to use any UML trademarks, logos, etc.



University of Massachusetts System
Trademark and Licensing Administration

Room 815 Campus Center Evelin Szymborn, Director
1 Campus Center Way, Phone: 413-577-8125
Amherst, MA 01003 Email: eszymbor@umass.edu
<https://www.umassauxiliaryservices.com/licensing/>

**Combined Non-Exclusive License Agreement to Use Certain Marks
of the University of Massachusetts
(to be used in conjunction with any University Agreement that calls for the use of the
University marks)**

This Combined Non-Exclusive License Agreement ("License Agreement") is made by and between the University of Massachusetts through its University of Massachusetts Trademark Administration and Licensing Office ("LICENSING") and the SR International Institute of Technology ("University Partner") (individually, a "Party," collectively, the "Parties").

WHEREAS, in conjunction with the Memorandum of Understanding ("MOU"), the University of Massachusetts as represented by its Lowell campus and by LICENSING (hereafter referred to as "UML or University") desires to license the UML Licensed Indicia (defined below) to the "University Partner" in connection with the services described in the MOU;

WHEREAS, in conjunction with the MOU, the University Partner desires to license to the University the SR International Institute of Technology Licensed Indicia (defined below) for use in connection with the services described in the MOU; and

WHEREAS, all use of the UML Licensed Indicia and the SR International Institute of Technology Licensed Indicia is subject to the terms and conditions of the MOU and the additional terms and conditions of this License Agreement.

1. TERM (Date of Execution)

The term of this License Agreement shall be concurrent with the MOU commencing on 01/10/2023 and ending on 05/31/2027. If the MOU automatically renews or is extended, then this License Agreement will automatically be renewed or extended

for the same term as the MOU. Should the MOU terminate for any reason, this License Agreement will terminate immediately.

2. DEFINITIONS

“ SR International Institute of Technology Licensed Indicia” means the trade names, symbols, designs and other trademarks of SR International Institute of Technology that have been approved for use in connection with the MOU, including but not limited to the name associated logos, designs and marks, and the goodwill associated with the same.

“UML Licensed Indicia” means the trade names, symbols, designs, and other trademarks of UML that have been approved for use in connection with the MOU, including but not limited to the name UMASS Lowell and associated logos, designs and marks, and the goodwill associated with the same.

Collectively, the UML Licensed Indicia and the SR International Institute of Technology Licensed Indicia will be referred to as the “Licensed Indicia.”

3. LICENSE GRANT

Subject to the terms and conditions of this License Agreement, the University hereby grants to the University Partner a non-transferable, non-exclusive license to use the UML Licensed Indicia on, and in conjunction with, the delivery, marketing, advertising, and promotion of the services contemplated in the MOU.

Subject to the terms and conditions of this License Agreement, the University Partner hereby grants to the University a non-transferable, non-exclusive license to use the UML Licensed Indicia on, and in conjunction with the delivery, marketing, advertising, and promotion of the services contemplated in the MOU.

No license is granted hereunder for the use of the Licensed Indicia for any purpose other than in connection with the services and uses described in the MOU. Nothing in this License Agreement or the MOU shall be construed to prevent the University or the University Partner from licensing its own Licensed Indicia to any other party for any purpose including, without limitations, the grant of other licenses to other service providers or manufacturers during the term of this License Agreement for use of the Licensed Indicia worldwide.

4. APPROVAL AND QUALITY STANDARDS

Each Party reserves the right to disapprove and prevent the use of the Licensed Indicia in association with any service or article that does not meet its standards of quality and propriety.

Each Party agrees that all use of the Licensed Indicia in promotions, advertising and marketing shall contain the appropriate legends, markings and/or notices as required by the other Party. Each Party further agrees that usage of Licensed Indicia shall be followed by either "TM" TM or "R" ®, pursuant to the other Party's instructions. The Parties must provide all such legends, markings, and/or notices to each other prior to the use of the Licensed Indicia.

The Parties agree that they will not use any Licensed Indicia or any reproduction thereof in any advertising or promotional material in any manner that may distract from or impair the integrity, character, and dignity of the Licensed Indicia or reflect unfavorably upon the other Party.

The University Partner shall not use the UML Licensed Indicia in connection with sweepstakes, lotteries, alcoholic beverages, tobacco, sexually oriented products, or services or in violation of the policies of LICENSING and the University.

When a Party submits any material bearing the Licensed Indicia to the other Party for approval for the use of such material, the approving Party will approve or disapprove the use of such materials within five (5) business days of the date of submission. If the Party does not respond within this time-period, then the use of such materials as submitted shall be deemed to have been approved.

5. PROTECTION OF THE LICENSED INDICIA

The Parties agree that each Party remains the sole and exclusive owner of all rights, title, and interest in and to its own Licensed Indicia. The Parties agree that nothing in this License Agreement or the MOU gives the other Party any right to use the Licensed Indicia other than in accordance with this License Agreement. During the term of this License Agreement and thereafter, the University Partner will not contest or otherwise challenge or attack the University's rights in the Licensed Indicia or the validity of this License Agreement.

The Parties acknowledge that the breach of this License Agreement will result in immediate and irreparable damage to the other Party and that monetary damages alone are inadequate to compensate the other Party. Therefore, in the event of a breach or threatened breach of this License Agreement the non-breaching Party may obtain and enforce injunctive relief immediately, in addition to other remedies available at law or equity.

The University Partner agrees to assist in the University in protecting of the UML Licensed Indicia. The University Partner agrees to notify the University of any infringement by third parties that come to the University Partner's attention as the result of the services provided in conjunction with the MOU. The University shall have the sole right and discretion to bring infringement proceedings involving the UML Licensed Indicia. However, nothing in this License Agreement shall require UML to bring suit or take-action for the infringement of any of the Licensed Indicia.

The University Partner will, upon request from UML, provide documentation and/or specimens regarding its use of the UML Licensed Indicia

6. LIMITATION OF LIABILITY

The University will have no liability for any licensed service or product produced or offered by the University Partner, and the University Partner will defend and hold harmless the University and its trustees, officers, employees, and agents thereof, from any and all product or service liability claims, demands causes of action, or damages, including reasonable attorney's fees, caused by or arising from the services contemplated in the MOU.

7. CONFORMITY TO LAW

The University Partner undertakes and agrees that the use of the Licensed Indicia in services, promotions, advertising and/or marketing shall be in conformity with all applicable federal, state, and local laws.

8. SEVERABILITY

In the event that any portion of this License Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable from the License Agreement, and the remainder of this License Agreement shall be deemed to be, and shall remain, fully valid and enforceable.

9. WAIVER

Failure of either party to require the performance of any term in this License Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

10. NOTICE

All notices, consents, waivers, statements and other communications concerning the use of the Licensed Indicia must be sent to each Party at the addresses below unless notification of change of address is given in writing. Any notice is to be sent by First -Class mail. Fed X, UPS, or other carrier or telegram and will be considered to have been given at the time the mail is received. Artwork and approvals can be sent via E-mail, First -Class mail. Fed X, UPS or by FAX.

University of Massachusetts System
Trademark and Licensing Administration
Attn: Evelin Szymborn, Director
Room 815 Campus Center
Amherst, Massachusetts 01003
E-mail to: eszymbor@umass.edu
Tel: 413-577-8125

With a copy to the Office of the General Counsel:
One Beacon Street
31st Floor
Boston, MA 02108

11. ENTIRE AGREEMENT

This License Agreement constitutes the entire governing the use the Licensed Indicia of the Parties. Although, certain parts of this License Agreement interact with certain sections of the Participation Agreement, this License Agreement is to be considered a separate and independent agreement. Both the License Agreement and the Participation Agreement must be executed in order to effectuate the license to use the Licensed Indicia. This License Agreement governs the use of the Licensed Indicia by the Parties and supersedes all prior understandings and agreements between the Parties with respect to the Licensed Indicia.

12. CHOICE OF LAW AND FORUM SELECTION


This Agreement is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising

out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in Suffolk County state court of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. University Partner expressly consents to the jurisdiction of the state court of the Commonwealth of Massachusetts, Suffolk County, in any action arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

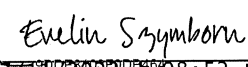
IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers or agents.

SR International Institute of
Technology

DocuSigned by:

7/4/2023 | 02:08 EDT

Professor Katta Narasimha Reddy
Vice Chancellor of Jawaharlal
Nehru Technological University

UNIVERSITY OF MASSACHUSETTS
Trademark & Licensing Administration

DocuSigned by:

7/11/2023 | 08:52 EDT

Evelin Szymborn
Director of UMass Trademarks and Licensing