



## **Rutgers, The State University of New Jersey and S.N.D.T. Women's University *New Jersey-India Public Nutrition Research Alliance***

### **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into on this day of September 19, 2019 by and between **Rutgers, The State University of New Jersey** (hereinafter "Rutgers"), an instrumentality of the State of New Jersey; and **S.N.D.T. Women's University**, (hereinafter "SNDT"), the first all-women's university in Southeast Asia, to establish a **New Jersey-India Public Nutrition Research Alliance** (hereinafter "Alliance"). Each party to this Alliance is hereinafter referred to individually as the "Party" and jointly or collectively as the "Parties." Other colleges, universities, corporations, institutions, government entities, and non-profit groups, may wish to join under this MOU after execution by the initial Parties. This will be addressed in the governance section of a contemplated, but not yet drafted separate agreement, or if prior to that time, by each of the members of the Alliance.

The parties to this Alliance include:

· **Rutgers, The State University of New Jersey**, a leading research university in the US, and the State of New Jersey's preeminent, comprehensive public institution of higher education. Established in 1766, the university is the eighth oldest higher education institution in the United States, with more than 70,000 students and 23,400 faculty and staff working at 29 schools and colleges, and at over 300 research centers and institutes. *The School of Environmental and Biological Sciences (SEBS)* is one of the largest schools of Rutgers University in New Brunswick, New Jersey. There are over 300 faculty members and over 3,200 undergraduate students. Fields of study include food science, nutritional sciences, plant science, animal science, microbiology, biotechnology, agriculture and food systems, among many others. It is also home to multi-disciplinary centers that target critical food and nutrition issues such as the Institute for Food, Nutrition and Health, Center for Childhood Nutrition Research, Center for Health & Human Performance, Center for Nutrition, Microbiome & Health, Rutgers Center for Lipid Research and the Brain & Behavior Program which bring world-class researchers together to solve grand challenges in these fields.

The *Rutgers New Jersey Agricultural Experiment Station (NJAES)* provides a diverse range of world-class research, extension, and education programs that serve the people, businesses and communities of New Jersey. The NJAES has many programs, as well as 42 centers, participating in collaborative research and outreach. It is also home to two business incubators, the Rutgers Food Innovation Center and the Rutgers EcoComplex - Clean Energy Innovation Center. The Rutgers Food Innovation Center is a food business incubation and economic development accelerator program that is recognized globally for its best practices and impacts on industry.

S.N.D.T. Women's University (SNDT) was established in 1916 as the first all-women's university in India and South-East Asia. Headquartered in Churchgate, South Mumbai, the other two campuses of SNDT are in Juhu, North Mumbai, and in Pune. In its century-old existence, the university has



programs from K12 to PhD. Unlike most universities in the country which require state jurisdiction, SNDT is unique in terms of jurisdiction in that it can affiliate colleges/institutions anywhere in India with prior consent from the State Government. SNDT today proudly claims 39 departments, 13 institutions, and 166 affiliated colleges. SNDT's Department of Food Science & Nutrition focuses on: public nutrition with emphasis on maternal and child nutrition, geriatric nutrition; clinical nutrition and dietetics; food science and chemistry; sports science; food product development; food safety and quality; functional foods and nutraceuticals; nutrition and Ayurveda.

This MOU spells out the initial scope and basis of the Alliance. This MOU is non-binding and represents the intent of the Parties only. The specific terms and any binding commitments by either Party shall be formalized in a separate agreement with the prior approval of the Vice Chancellor, SNDT.

### **1. GOAL:**

The primary objectives of the New Jersey-India Public Nutrition Research Alliance are to forge a unique collaboration between the Parties, focusing on scientific research, public education, and community development that will result in community benefits in India and New Jersey in the form of improved nutrition and health outcomes.

### **2. ANTICIPATED OUTCOMES:**

The New Jersey-India Public Nutrition Research Alliance will look broadly and holistically at the agriculture, food, nutrition, and health sectors, and may focus in the following areas: scientific research; applied research; community health and nutrition education; academic and student cooperation; bi-national university research cooperation and technology and knowledge transfer; and programmatic funding that enables the above areas to be accomplished. The Parties will work together to develop educational, research and outreach programs that improve health and nutrition outcomes for communities in India and New Jersey.





The following outcomes, and potentially others as to be determined, are anticipated to result from this MOU:

A. **Formalization of the Alliance:** This MOU will set out the initial outline and goals of the Alliance and more detailed and formal specifics will be defined in future agreements.

B. **Exploration of Multi-disciplinary Collaborations in:**

- 1) Scientific research in public health & nutrition; clinical nutrition and dietetics; metabolic health; food science; integrated nutrition and interdisciplinary studies;
- 2) Applied research and commercialization in agriculture, food, nutrition, and health innovation;
- 3) Public policy in agriculture, food, nutrition, and health innovation.;
- 4) Bi-national university research cooperation and technology and knowledge transfer, including pursuit of research partnerships between Rutgers and other New Jersey universities and colleges, and S.N.D.T. and other universities, colleges, and agencies in India;
- 5) Community health and nutrition education and wellness and health promotion;
- 6) Academic and student cooperation, graduate student exchange programs, student conferences, exchange of invitations to scholars for lectures, conferences, colloquia and symposia, and experiential learning between students and faculty from Rutgers and S.N.D.T.; and
- 7) Programmatic funding that enables the above areas to be accomplished, originating from United States federal grants and other funding sources, foundations, private sector corporations, private donors, and private investors, that may originate from India, New Jersey, US, and/or international sources.

C. **Development of a Plan to Measure Impact and Metrics:** Impacts and/or outcomes of this Alliance will be identified and agreed upon by the Parties. They are expected to be substantial, and agreed-upon indicators of success that will measure the impacts and/or outcomes. Evaluation of this Alliance shall commence upon agreement of said indicators and metrics.

### **3. ALLIANCE OPERATION AND COLLABORATIVE ACTIVITIES:**

A. The Terms of Use of relevant equipment at participating Parties' locations in Alliance projects shall be detailed in a separate agreement.

B. The intent of the academic Parties is that each will be financially responsible for its own projects associated with the Alliance, though nothing in this MOU commits any Party to any particular commitment of funds. It shall be the responsibility of all Parties to the Alliance to all reasonable efforts to collaboratively develop processes that will fund projects related to this Alliance or any subsequent Memorandum of Agreement.

C. Each Party shall designate an individual to oversee and facilitate the implementation of this MOU and any agreements arising out of it. These individuals are:



**Rutgers University:** Mukund Karwe  
Dean of International Programs, School of Environmental and Biological Sciences  
Rutgers, the State University of New Jersey

**S.N.D.T.:** Renuka Gopalkrishnan Deputy Director  
Ram Krishna Bajaj CFBP Consumer Education and Testing Centre , Juhu Campus

Chandrakala Mannuru Associate Professor and Head  
Department of Food Science and Nutrition SNDT College of Home Science, Pune Campus

**4. ORGANIZATION:** The organization and guidelines for the Alliance will be defined in a separate agreement and will include a compact Governing or Advisory Board, and processes to manage strategic initiatives and day-to-day management activities, intellectual property rights, publication and project selection. Each Party to the Alliance shall recommend a representative of its own choosing to the Governing or Advisory Board. All Parties to the Alliance must approve all constitutions and bylaws that relate to this Governing or Advisory Board.

**5. RESOURCES:** Each of the Parties shall make all reasonable efforts to make available, subject to the availability of funds and resources, such personnel, services, equipment and facilities as may be mutually agreed upon by the Parties to carry out the goals and objectives of the Alliance.

**6. PUBLICITY:** Any Party may freely publicize the fact that Parties have signed an MOU to jointly undertake the activities described in this MOU, provided that all press releases or media statements are provided to all the other Parties prior to release for comment and prior approval, such approval not to be unreasonably delayed or withheld.

**7. OWNERSHIP:** The ownership interest and title to all equipment purchased for use in an Alliance project will at all times remain that of the Party or Parties that purchased the equipment.

**8. TERM OF THE AGREEMENT:** The initial term of this MOU shall be effective from the execution date, which is the date that the MOU has been signed by all Parties. The term of this MOU shall expire sixty (60) months from the effective date of the MOU or upon the signing of an agreed upon separate Memorandum of Agreement, or any other binding document, whichever occurs first.

#### **OTHER PROVISIONS:**

A. The Parties agree that this MOU represents an outline for establishment of the Alliance. The Parties agree that within sixty (60) months the Parties will make a good faith effort to replace this MOU with the separate agreement that will define and formalize the operations and activities of the Alliance.





B. The Parties agree that all information shared between the Parties under the terms of this MOU will be used only for the purposes given and shall be held in confidence by the receiving Party as outlined in a Confidentiality Agreement that shall be a separately executed document which shall refer to this MOU; however, the Parties acknowledge that Rutgers is subject to the Open Public Records Act of New Jersey.

C. All Parties recognize that the Alliance may not bind any Party to a contract or obligation unless such Party explicitly agrees in writing.

**9. NON-BINDING NATURE OF THE MOU:** Parties agree that this MOU is not intended to create a legally binding contractual relationship between the Parties hereto. This MOU does not restrict any Party from collaborating with any other third parties in the areas specified in the MOU, except as prohibited by the terms of the Confidentiality Agreement

**10. INDEPENDENT ENTITIES:** In agreeing to this MOU, it is understood by the Parties that each is doing so as an independent entity. Nothing contained in this MOU will be construed or implied to create an agency or partnership or employment status between or among Parties, and no Party shall have any authority to contract or otherwise obligate, bind or act on behalf of another Party.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Memorandum of Understanding as the date first written above.

**Rutgers, The State University of New Jersey**

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Signature  
Robert M. Goodman  
Dean, School of Environmental and Biological Sciences

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Date

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Signature  
Prabhas V. Moghe  
Provost and Executive Vice Chancellor for Research & Academic Affairs

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Date

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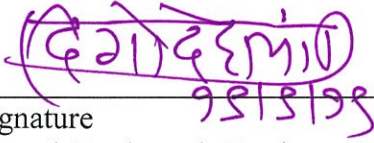
Signature  
Barbara A. Lee  
Senior Vice President for Academic Affairs

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Date

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Memorandum of Understanding as the date first written above.

**S.N.D.T. Women's University**



Signature

Deepak Deshpande Registrar

19<sup>th</sup> Sept 2019.

Date

Rutgers, The State University of New Jersey



Signature



Date

Pavita Howe  
Director  
Office of Research and Economic Development