

**Rutgers, The State University of New Jersey and
Sir Vithaldas Thackersey College of Home Science (Autonomous)
*New Jersey-India AgriFood Innovation 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 **Sir Vithaldas Thackersey College of Home Science (Autonomous)**, (hereinafter “SVTC”), the first Autonomous College in the state of Maharashtra, India, to establish a **New Jersey-India AgriFood Innovation 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, with over 300 faculty members and over 3,200 undergraduate students. Fields of study include food science, nutritional sciences, plant and animal sciences, 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, and 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.

- **Sir Vithaldas Thackersey College of Home Science (Autonomous) (SVTC)** is affiliated with Shreemati Nathibai Damodar Thackersey Women's University (it is a college of S.N.D.T.). SVTC is the first institution in the State of Maharashtra to get the Autonomous Status in the year 1995 and has retained its autonomy for the last three decades. It has been accredited by the National Assessment and Accreditation Council (NAAC) with a "Grade A." It is also a recipient of a coveted honor of College with Potential for Excellence in three consecutive phases (CPE Phase I, II, III) by the University Grants Commission from 2006-2020. The institution has a strong Department of Food, Nutrition and Dietetics with an Honors Program at the Graduate level and Master's Program in Specialized Dietetics. The College is a recipient of two international research projects supported by the U.S. Department of Agriculture (USDA) and a Pediatric Nutrition Practice Group Research Grant (PNPG Grant 2017-2018) from the American Academy of Nutrition and Dietetics (AAND), USA. The institution has established an Incubation Centre to promote innovation, start-ups and entrepreneurship in collaboration with food industry and professional bodies.

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.

1. GOAL:

The primary objectives of the New Jersey-India AgriFood Innovation Alliance are to forge a unique collaboration between the Parties, focusing on scientific research, technology commercialization, international business attraction, public-private partnerships, mentoring, and business incubation, that will result in the further development of AgriFood industries in both India and New Jersey. The Alliance will also serve as a resource for the establishment of a new food incubation center, mandated by the University Act, to be located in India and led by SNTD, through SVTC.

2. ANTICIPATED OUTCOMES:

The New Jersey-India AgriFood Innovation 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 and commercialization; community health and nutrition education; academic and student cooperation; entrepreneurship training and education; smart technology applications; business incubation and acceleration; international business attraction; public-private partnerships; bi-national industrial research and development cooperation and collaboration; 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, technological, research and outreach programs that boost the economic competitiveness of each of these regions, resulting in new discoveries and innovations, business formation and expansion, and job creation.

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 agricultural, nutrition, and food technology innovation;
- 2) Applied research and commercialization in agricultural, nutrition, and food technology innovation;
- 3) Business incubation and acceleration, including services to both new and established companies and industries, including: guidance in marketing, sales, product and process development, nutrition labeling, government regulations, international markets, establishing businesses overseas, operations, food safety and quality assurance, food informatics, access to funding, and access to facilities that are under GFSI certification and/or FDA and/or USDA inspection;
- 4) Bi-national industrial research and development cooperation and collaboration, including pursuit of joint venture agreements and strategic alliances between New Jersey and Indian companies, and funding programs that support such cooperation;
- 5) 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 SVTC and other universities, colleges, and agencies in India;
- 6) International business attraction programs between New Jersey and India, as well as mentoring services that enable successful business establishment;
- 7) Entrepreneurship training and education, including conferences on related topics;
- 8) Academic and student cooperation, including academic exchange programs that may incorporate exchange of invitations to scholars for lectures, conferences, colloquia and symposia and experiential learning between students and faculty from Rutgers and SVTC; and
- 9) 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 AgriFood Accelerator & Incubator Programs that enable the creation and growth of high-growth, high-value entrepreneurial food/beverage/agriculture companies that contribute to community wealth. In this regard, Rutgers Food Innovation Center will offer advice and counseling on best practices in launching and managing a food incubator. Both Parties, upon launch of the new India food incubator, will pursue opportunities for exchange and collaboration between incubator facilities (Rutgers Food Innovation Center and the new India food incubator), and incubator tenants.

D. 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 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 undertake 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: Margaret Brennan-Tonetta, Ph.D.
Executive Director, Economic Development, NJAES
Rutgers, the State University of New Jersey

S.N.D.T.: Dr. Jagmeet Madan
Principal, Professor
Sir Vithaldas Thackersey College of Home Science (Autonomous)

- 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 the 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 MOU:** All 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



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

9/12/19
Date

Signature
Prabhas V. Moghe
Provost and Executive Chancellor for Research & Academic Affairs
Rutgers University–New Brunswick


Date

Signature
Barbara A. Lee
Senior Vice President for Academic Affairs

Date

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

Sir Vithaldas Thackersey College of Home Science (Autonomous)



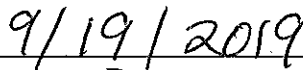
Signature
Jagmeet Madan
Principal, Professor

19.09.2019
Date

Rutgers, The State University of New Jersey

A handwritten signature in cursive script, appearing to read "Pavita Howe", written over a horizontal line.

Signature

A handwritten date "9/19/2019" written in a simple, legible style over a horizontal line.

Date

Pavita Howe

Director

Office of Research and Economic Development