



**MEMORANDUM OF AGREEMENT
BETWEEN
DON BOSCO COLLEGE OF ENGINEERING
GOA, INDIA
AND
THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON
BINGHAMTON, NEW YORK, USA**

This Memorandum of Agreement (the “MoA”) establishes a formal mutually rewarding collaborative relationship and academic partnership between Don Bosco College of Engineering (Don Bosco CE), located at Murida Road, Fatorda, Margao, Goa 403602, India, and The State University of New York by and on behalf of The State University of New York at Binghamton (Binghamton University), located at 4400 Vestal Parkway East, Binghamton, NY, U.S.A. The collaboration aims to foster advancement in teaching, research, academic collaboration and cultural understanding and to create avenues for enhancing learner experience at both entities, as well as strengthen both entities by finding ways of combining their complementary resources and strengths.

**ARTICLE 1
SCOPE OF COOPERATION**

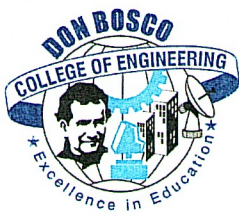
For Binghamton University, the Thomas J. Watson School of Engineering and Applied Science shall be the school that leads the collaboration between the two universities.

Both parties agree that the intention of this partnership is to create a specific foundation to encourage exchange and sharing of academic, scientific, and cultural experiences amongst their professors, students, and administrative personnel. As part of this collaboration, Don Bosco CE and Binghamton University will broadly explore the following avenues for cooperation:

- i. Short courses, seminars, workshops, and courses provided by Binghamton University to Don Bosco CE.
- ii. Collaborations on industry/university partnerships.
- iii. Faculty, student, staff, and/or administrator visits (from DBCE to Binghamton University, and vice versa).
- iv. Support of conferences and workshops; the mode of support will be determined depending on topic, timing, and other considerations.
- v. Knowledge-sharing and collaborations pertaining to the incubation of start-up companies.
- vi. Faculty development programs, including those that focus on (i) pedagogy and the (ii) assessment and evaluation of educational programs.

The specific terms of collaboration for each initiative implemented under this MoA shall be mutually discussed and agreed upon in writing within separate agreements for each specific case by both partners prior to the initiation of the particular activity or program. Each party will designate a Liaison Officer to develop specific activities or initiatives under this MoA for approval of both parties.

The Parties certify that they do not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.



ARTICLE 2
DURATION, TERMINATION, AND AMENDMENT

The terms of this MoA shall commence on the Effective Date, defined here as the date of last signature, and continue for a period of five (5) years. Thereafter, any renewals will require a new agreement signed by both parties. Either party may terminate this MoA by giving sixty (60) days advance notice in writing.

The provisions of this MoA may be amended at any time with the mutual consent of the parties in writing. If any programs are in effect at the time this MoA expires or is terminated, the parties will work together in good faith pursuant to the terms of the program agreement to ensure that the participating students, faculty and staff are able to complete their academic program if practicable.

ARTICLE 3
USE OF NAME

If the parties enter into a collaborative agreement with respect to any of the areas of cooperation addressed in this Memorandum of Agreement, either institution shall be allowed to promote that the other institution is its partner with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating organization in a manner that complies with the then-current logo use policy and is pre-approved in writing by the other institution. Each institution reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either institution must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting party, upon receipt of a written request from the partner, the organization must immediately stop publishing that usage of the logo and/or name, and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

In accordance with Executive Order No. 16, both Parties certify that they are in compliance with said Order. This order is intended to ensure that New York State is not entering into contracts with entities conducting business in Russia and thereby indirectly supporting Russia's war against Ukraine.

Appendix I contains a certification form regarding New York State Executive Order No. 16. As part of this agreement, this form must be signed by a representative of Don Bosco College of Engineering.

This Agreement, including Appendix 1, constitutes the entire Agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement, will bind either Party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

This MoA is prepared in two identical copies; each partner will hold one original copy duly signed by authorized representatives of each entity.

Signature page to follow



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures.

Reverend Father Kinley D'Cruz
Director
Don Bosco College of Engineering

12th October 2022

Date

Neena Panandikar, Ph.D.
Principal
Don Bosco College of Engineering

12th October 2022

Date

Harvey G. Stenger, Ph.D.
President
Binghamton University

10-6-2022

Date

Donald E. Hall, Ph.D.
Executive Vice President for Academic Affairs and
Provost
Binghamton University

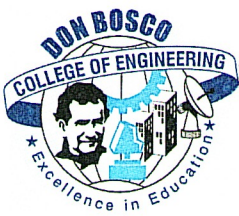
10/6/22

Date

Krishnaswami Srihari, Ph.D.
Dean, Thomas J. Watson College of Engineering
and Applied Sciences
Binghamton University

10.12.22

Date



APPENDIX I

**Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with
Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

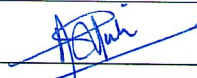
The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: AVILA NAIK
(legal entity)
By: 
(signature)
Name: AVILA NAIK
Title: Training & Placement Officer
Date: 12 October 2022