



MEMORANDUM OF UNDERSTANDING

NOTTINGHAM TRENT UNIVERSITY
and
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

This Memorandum is made on 2018

BETWEEN:

- (1) **Nottingham Trent University** of 50 Shakespeare Street, Nottingham, NG1 4FQ, United Kingdom ("the University");
- (2) **Sathyabama Institute of Science and Technology** of Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, India ("SIST"); and

Also herein after referred to as the Parties.

1. **Aims**

- 1.1 The Parties wish to explore further opportunities for collaboration in **teaching and research**. The aim of this Memorandum is to provide a framework within which the Parties will seek to develop a long-term collaborative relationship.

2. **Status of this Memorandum**

- 2.1 Other than paragraphs 5, 6 and 7, this Memorandum is not intended to be and is not legally binding. If, as a result of further discussion, the Parties agree to collaborate in any of the activities anticipated in this Memorandum, the Parties shall enter into a formal and legally binding [collaboration] agreement, setting out the rights and obligations of each party in relation to that activity.

3. **Areas of potential collaboration**

- 3.1 Subject to paragraph 3.2, the Parties will explore opportunities for potential collaboration in the following areas:
 - (a) exchange of information on course development and teaching methods;
 - (b) exchange of staff and students;
 - (c) development of joint research projects;
 - (d) development of progression routes from courses of SIST to courses leading to awards of the University; [development of collaborative courses leading to awards of the University;]
 - (e) any other areas which may promote the academic interests of the Parties in research and/or teaching.
- 3.2 The development of a collaborative relationship between the Parties is subject to:

- (a) the approval of the relevant authorities of both the University and SIST. In particular, approval by the University of SIST as a collaborative partner and approval of any courses leading to awards of (or credit towards an award of) the University is subject to the procedures set out in the University's Academic Standards and Quality Handbook; and
- (b) obtaining all necessary or advisable governmental, regulatory or other relevant approvals, consents or licences.

4. **Financial implications**

- 4.1 Each party shall be responsible for its own costs incurred in connection with this Memorandum. The University and SIST shall, where possible, explore opportunities for external funding of the collaborative activities anticipated in this Memorandum.

5. **Exchange of information**

- 5.1 Each party will exchange information with the other with a view to understanding whether it would be effective and practical for the institutions to work together.

6. **Confidentiality**

- 6.1 This Memorandum and any information provided in connection with it may not be disclosed to any third party other than (a) the parties' professional advisers; (b) as required by law or a relevant regulatory authority; (c) with the prior written consent of the other party; or (d) where the information has come into the public domain through no fault of the party wishing to disclose it.

7. **Intellectual Property**

- 7.1 Unless agreed otherwise in writing, any Intellectual Property rights belonging to the Parties, whether in existence at the date of this Memorandum or created during the course of it, shall belong to the respective Parties.

8. **Publicity**

- 8.1 The Parties will not include the name or logo of the other Party in any advertising or publicity material without the prior approval of the other Party on a case-by-case basis.
- 8.2 Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

9. **Disputes**

- 9.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Memorandum. If the dispute cannot be resolved informally, it shall be referred to the Director of NTU Global of the University and the Vice Chancellor of Sathyabama Institute of Science and Technology.
- 9.2 This Memorandum shall be governed by and construed in accordance with the laws of England and Wales.

- 9.3 Any dispute arising out of the operation of this Memorandum shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules. The place of arbitration shall be London and the language of the proceedings shall be English.
10. **Duration, termination and review**
- 10.1 This Memorandum shall commence on the date set out on the first page and shall continue for a period of 3 years. It may be extended by the written agreement of both Parties.
- 10.2 Either Party may terminate this Memorandum at any time by giving to the other not less than 6 months' notice in writing, or with immediate effect by written notice if the other Party fails to comply with its obligations under this Memorandum. Termination of this Memorandum shall be without prejudice to any other collaborative arrangement between the Parties.
- 10.3 The Parties shall review the operation of this Memorandum on an annual basis.

Signed for and on behalf of
NOTTINGHAM TRENT UNIVERSITY by



Professor Edward Peck, Vice-Chancellor

Signed for and on behalf of)
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY by

Dr. S Sundar Manoharan, Vice Chancellor

