

[27th August, 2018]

MEMORANDUM OF UNDERSTANDING

UNIVERSITY OF DERBY

a higher education institution incorporated under the laws of England and Wales (registration number 3079282) and having its registered office at Kedleston Road, Derby, DE22 1GB, the United Kingdom (the "University");

and

SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY

a Deemed to be University, established under Sec. 3 of the UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu 600119, India (the "Institution")

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1. The University and the Institution are both legal entities fully empowered to conduct their own affairs.
 2. The parties have agreed to enter into this Memorandum of Understanding ("MOU"), which is not legally binding, to record their wish to explore academic collaboration.
 3. The parties wish to discuss potential collaboration on a non-exclusive basis in the following ways:
 - **Student and Staff Exchange**
 - **Joint Research**
 - **Technology Development**
 - **Joint Seminars and Conferences**
 - **Exchange of facilities and resources**
 - **Joint Publications**
 4. Before the start of any programmes the University may wish to undertake due diligence on the Institution and carry out an approval of the Institution for those programmes and an approval/validation of those programmes which are the subject of the proposed collaboration in accordance with the procedures of the University's Academic Board.
 5. If, and to the extent that, the partner approval and approval/validation of the programmes are successful, the parties intend to enter into a legally binding contract specifying the academic and commercial terms of the collaboration.
 6. Neither party is obliged to expend any monies or other resources in connection with this MOU.
 7. Any information which the either party shares with the other during this collaboration shall be strictly confidential and both parties will treat it as such.
 8. This MOU does not imply that either party shall have the right to use the Background Intellectual Property of the other party without prior written consent. If the parties anticipate that their collaborative efforts may result in the use of Background Intellectual Property or the creation of new intellectual property, they will first enter into a separate agreement establishing their respective rights therein. Neither party obtains by this MOU any right, title or interest in, nor any right to

reproduce nor to use for any purpose, the name, trade names, trade- or service marks, logos or copyrights of the other party without its prior, written consent. "Background Intellectual Property" means property and the legal right therein of a party or parties developed before or independently of any collaboration with the University and the Institution, including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

9. Martin Binns, Interim Head of International Recruitment and Collaborations, is the point of contact at the University; DT T. Sasipraba, Pro Vice Chancellor, is the point of contact at the Institution.
10. This Memorandum of Understanding will last for 3 years from the date shown above unless either party agrees to end it sooner.

Signed

Hari Punchihewa

Deputy Chief Executive & Director of Finance
on behalf of the University of Derby

Signed 

Dr. T Sasipraba

Pro Vice Chancellor
on behalf of Sathyabama Institute of Science and
Technology