



SCMS SCHOOL OF TECHNOLOGY & MANAGEMENT

PROMOTED BY PRATHAP FOUNDATION FOR EDUCATION AND TRAINING

*Accredited by NAAC and MBA Programme Accredited by NBA
Approved by the All India Council for Technical Education & Affiliated to M. G. University*


This is to certify that UNIVERSITY OF DERBY, a higher education institution incorporated under the laws of England and Wales (registration number 3079244 and having its registered office at Kedleston Road, Derby, DE22 1GB, the United Kingdom (the "University") (The First party) and SCMS Group of Educational Institutions, Cochin (The second party) mutually agreed to conduct Staff and/or Student Exchange, Talks by Faculty and Special Lectures on Research topics, Short Study Tours and Research Collaboration and Joint Projects for the students and faculty of SCMS Group of Educational Institutions. The Terms and conditions will be the same as mentioned in the MoU signed on 05.09.2018.

Name of MoU	International Collaboration
Name of institutions / industry with home the MoU is made	UNIVERSITY OF DERBY
Activities under MoU	Academic Exchange programme
Start date	05.09.2018
End date	04.09.2021


Dr. G Sashi Kumar
Principal- SSTM



DATE:


5/9

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

SCMS GROUP OF EDUCATIONAL INSTITUTIONS

of Prathap Nagar, Muttom, Aluva, Cochin, 683106, India (the "Institution")

-
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:
 - Staff and/or Student Exchange
 - Talks by Faculty and Special Lectures on Research topics
 - Short Study Tours
 - Research Collaboration and Joint Projects
 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. The University is not obliged to expend any monies or other resources in connection with this MOU.
 7. Any information which the University shares with the Institution during this collaboration shall be strictly confidential and the Institution 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 is the point of contact at the University; Dr. Varun G Menon 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  16/8

Rob Lloyd
Financial Controller
on behalf of the University of Derby

Signed  5/9

Prof. Pramod P Thevannoor
Vice Chairman
on behalf of SCMS Group of Educational Institutions

Dated: 5/9

(1) UNIVERSITY OF DERBY

(2) SCMS GROUP OF EDUCATIONAL INSTITUTIONS



Confidentiality Agreement

THIS AGREEMENT is made on 5/9

BETWEEN

- (1) **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
- (2) **SCMS Group of Educational Institutions**, a higher education institution incorporated under the laws of Kerala and India, whose registered office is at Prathap Nagar, Muttom, Aluva, Cochin, 683106 (the "**Institution**").

BACKGROUND

The parties intend to disclose confidential information to each other for the purpose of the

- Staff and/or Student Exchange
- Talks by Faculty and Special Lectures on Research topics
- Short Study Tours
- Research Collaboration and Joint Projects

(the "**Purpose**").

1. **DEFINITIONS**

In this Agreement the following words and expressions have the following meanings:

- "Business Day"** a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
- "Commencement Date"** 31/07/2018
- "Confidential Information"** subject to **clause 5**, means:
 - (a) any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with the Purpose by or on behalf of a party (the "**Discloser**") to the other party (the "**Recipient**") or any other Recipient Party whether before, on or after the date of this Agreement; and/or
 - (b) the existence of the Purpose or any discussions or documents in relation to it (including the terms of this Agreement)but excluding information that is trivial or by its nature immaterial
- "Recipient Parties"** the Recipient and its officers, directors and employees, and with the prior written consent of the Discloser (not to be unreasonably withheld or delayed), its consultants and professional advisers; and "**Recipient Party**" means any of them

2. **RECIPIENT'S OBLIGATIONS**

In consideration of the disclosure of Confidential Information, the Recipient will, subject to **clauses 3 and 5**:

- 2.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this Agreement;
- 2.2 use the Confidential Information solely for the Purpose;
- 2.3 only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on or derived from Confidential Information as are reasonably necessary to fulfil the Purpose; and
- 2.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

3. **PERMITTED DISCLOSURE**

The Recipient may disclose Confidential Information:

- 3.1 to those of the Recipient Parties who need access to that Confidential Information in order for the Purpose to be fulfilled and will make each such person aware of the confidentiality obligations contained in this Agreement. The Recipient will take reasonable steps to procure that each Recipient Party will not do or omit to do anything which if done or omitted to be done by the Recipient would constitute a breach of this Agreement; and
- 3.2 to the extent required by law or a court of competent jurisdiction or the rules of any applicable listing authority, securities exchange or governmental or regulatory body. Where reasonably practicable and lawful the Recipient will notify the Discloser in writing in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as possible, with the terms of this Agreement.

4. **INFORMATION IS THE DISCLOSER'S PROPERTY**

- 4.1 The Discloser or its licensors owns all right, title and interest in the Discloser's Confidential Information and, save as is expressly provided by this Agreement no licence or right to use any patent, copyright, registered design, unregistered design, trademark, trade name or similar right or any right to use any such Confidential Information or trade secrets is granted by the Discloser.
- 4.2 Subject to **clause 4.3**, the Recipient will on written request by the Discloser:
 - 4.2.1 immediately cease to use the Discloser's Information; and
 - 4.2.2 as soon as reasonably practicable return to the Discloser or destroy (or in respect of information held electronically permanently delete (to the extent technically feasible without incurring excessive expense)), all of the Discloser's Confidential Information.
- 4.3 The Recipient (and each Recipient Party) may retain a copy of any of the Discloser's Confidential Information to the extent required to do so for legal or regulatory purposes or by the rules of any professional body. Any retained Confidential Information (including, without limitation, any Confidential Information that cannot be returned or which it has not been technically feasible to permanently delete) will remain subject to the other provisions of this Agreement.

5. **EXCEPTIONS**

- 5.1 Subject to **clause 5.2**, the Recipient's obligations under this Agreement will not extend to Confidential Information which:
 - 5.1.1 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this Agreement by the Recipient or any Recipient Party;

5.1.2 the Recipient can prove to the reasonable satisfaction of the Discloser from written records or other substantive evidence:

5.1.2.1 has been received by the Recipient at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient or the relevant group company without limitation; or

5.1.2.2 was independently developed by the Recipient without any breach of this Agreement.

5.2 **Clause 5.1.2** will not apply to the matters referred to in **paragraph (b)** of the definition of Confidential Information set out in **clause 1**.

6. **TERMINATION**

6.1 This Agreement commences on the Commencement Date and all obligations contained in this Agreement will continue in full force and effect for a period of three (3) years from the Commencement Date. This clause will survive termination or expiry of this Agreement.

6.2 Termination or expiry of this Agreement is without prejudice to any rights, obligation, claims (including claims for damages for breach) and liabilities which have accrued prior to termination or expiry.

7. **NOTICE**

7.1 Subject to **clause 7.4**, any notice or other communication given under or in connection with this Agreement will be in writing, marked for the attention of the specified representative of the party to be given the notice or communication and:

7.1.1 sent to that party's address by pre-paid first class post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or

7.1.2 sent by email to that party's email address and marked "CONTRACTUAL NOTICE".

The address, email address and representative for each party are set out below and may be changed by that party giving at least five (5) Business Days' notice in accordance with this **clause 7**.

The University of Derby

SCMS Group of Educational Institutions

Kedleston Road, Derby, DE22 1GB

Prathap Nagar, Muttom, Aluva, Cochin, 683106

Email: m.binns@derby.ac.uk

varunmenon@scmsgroup.org

For the attention of: Martin Binns, Interim Head of International Recruitment and Collaborations

For the attention of: Dr. Varun G Menon, Head of International Relations

7.2 Any notice or communication given in accordance with **clause 7.1** will be deemed to have been served:

7.2.1 if given as set out in **clause 7.1.1**, by pre-paid first class post or mail delivery service providing guaranteed next working day delivery and proof of delivery, at 9.00am on the next Business Day after the date of posting; and

7.2.2 if given as set out in **clause 7.1.2**, at the time of receipt of transmission as shown on the sender's records at the time of sending the email (except that if

an automatic electronic notification is received by the sender within 24 hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, that email will be deemed not to have been served)

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

7.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **clause 7.1** were complied with.

7.4 This **clause 7** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

8. **GENERAL**

8.1 The Recipient is entering into this Agreement in consideration of the disclosure of Confidential Information.

8.2 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of **clauses 2, 3 and 4** by the Recipient or any other Recipient Party. Accordingly, the Discloser will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by the Recipient or any other Recipient Party.

8.3 No variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

8.4 The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

8.5 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

8.6 This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement. The term "counterpart" will include a scanned copy of this Agreement.

8.7 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

8.8 The courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

8.9 Nothing in this Agreement shall operate to restrict, delay or prevent the Recipient from publishing any information that is not Confidential Information under the terms of this Agreement.

8.10 Should the parties wish to enter into further collaboration or commercial relations such will be the subject of a separate written agreement on terms to be agreed by both parties. Nothing in this Agreement shall commit the University or indicate that the University will make any commitment to make any purchase from the Institution.

SIGNED BY or on behalf of the parties on the date stated at the beginning of this Agreement.

Signed by)
ROB LLOYD)
for and on behalf of)
UNIVERSITY OF DERBY)

Reynold 16/8

Signature of Financial Controller

Signed by)
Prof PRAMOD P THEVANNOOR)
for and on behalf of)
SCMS GROUP OF EDUCATIONAL INSTITUTIONS)

[Signature] 5/9

Signature of director/officer

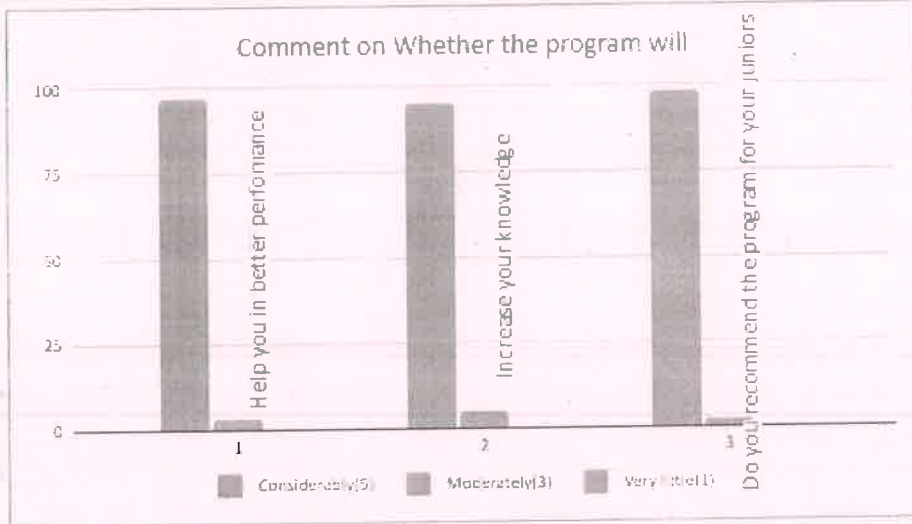
**International collaboration - University of Derby UK, Kedleston Road, Derby,
Derbyshire**

Trainer's Rating						
Question No	Question	Response in %				
		Excellent(5)	Good(4)	Average(3)	Fair(2)	Poor(1)
1	Trainer's clarity of Explanations	97.09	2.91	0.00	0.00	0.00
2	Trainer's responsiveness to questions	95.15	1.94	2.91	0.00	0.00
3	Tranier's Presentation pace/delivery rate	97.09	2.91	0.00	0.00	0.00
4	Overall rating of this training	92.23	7.77	0.00	0.00	0.00
5	Overall rating of the instructor	97.09	1.94	0.97	0.00	0.00
6	Overall Quality of materials	97.09	2.91	0.00	0.00	0.00

Comment whether the program will				
		Considerably(5)	Moderately(3)	Very little(1)
1	Help you in better performance	97.09	2.91	0.00
2	Increase your knowledge	95.15	4.85	0.00
3	Do you recommend the program for your juniors	98.06	1.94	0.00

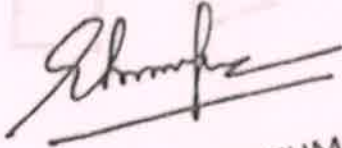

DR. G. SASHI KUMAR
 PRINCIPAL
 SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT






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