

MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSAM ADMINISTRATIVE STAFF COLLEGE SOCIETY
AND
NATIONAL LAW UNIVERSITY, ASSAM

Date: 27-04-2017

**Venue: Conference Hall, Administrative Block, National Law
University, Assam**

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
ASSAM ADMINISTRATIVE STAFF COLLEGE SOCIETY (AASCS)
AND
NATIONAL LAW UNIVERSITY, ASSAM (NLUA)

THIS MEMORANDUM OF UNDERSTANDING (MoU) is entered on this the 27th day of April, 2017 between the Assam Administrative Staff College Society (AASCS), Khanapara, Guwahati represented by the Director of Training and National Law University, Assam (NLUA), Amingaon, Guwahati.

Whereas, Assam Administrative Staff College (AASC), established in March 1960 is a premier training institute in the North- Eastern region of India which functions under the overall administrative control of the Administrative Reforms and Training Department, Government of Assam, Dispur for capacity building of Government functionaries and whereas the "Centre for Law and Justice" has been set up under the administrative authority and control of the Society of Assam Administrative Staff College as per approval of the 5th Meeting of the Board of Management of AASCS held on 19th April 2016 with the primary objective of imparting training to Government officials on Law and Justice, court procedure and related area so as to build their capacity towards - Minimizing litigations against Government to barest minimum and to deal with Court Cases against Government appropriately so as to achieve positive outcomes. And whereas, the AASCS looks forward for collaboration and partnership to develop suitable syllabi and training module, training manual, training materials, training faculties etc.

Whereas, the National Law University, Assam has been established by the Government of Assam as a university by way of enactment of the National Law University and Judicial Academy, Assam Act 2009 (Assam Act No XXV).The University has good track record of Research work on different projects, publications and also has good infrastructure and human resources and faculty members.

AASCS and NLUA (here in after called as 1st and 2nd Party respectively) hereby agree to enter into "partnership" within the limits of the framework of regulations applicable to each of the institutions and perform the tasks as mentioned here under :-

Functions of NLUA (called as 2nd Party wherein under)

NLUA will, by means of case studies, one to one interaction with Government officials, discussions, meeting and seminars or any other means find suitable to it, undertake research to :-

1.
 - i. Study and locate the delicate areas in the system of Government in the matter of grievance disposal mechanism at different levels of hierarchy which is the primary forum for settlement and creation of ground for future legal tangles.
 - ii. Study the average level of knowledge and acumen vis-à-vis the intricacies of concepts of law and legal procedure in general which the Government officials are expected to possess depending upon the hierarchical level.
 - iii. Study the imperfections and insufficiencies commensurate to the present day scenario in the prevalent system of dealing and disposing court cases.
2. The 2nd Party will prepare an inclusive report on the finding which inter-alia will include-
 - i. Type of training required for different classes of officials.
 - ii. Levels of training required for different classes of officials.
 - iii. Administrative reform measures apart from training that may appear appropriate for onward transmission to Government for necessary action which have to be undertaken in tandem or together with training activities.
3. The 2nd Party will prepare training modules and design courses on-
 - i. Concepts of Law, details of which will be finalized in consultation with the Centre for Law and Justice.
 - ii. Laws and constitutional provisions on matters relating to recruitment rules, service matters, ethics and conduct rules, reservation rules etc. in consultation with the Centre for Law and Justice.
 - iii. Laws of different departments in particular on department to department basis which will be finalized in consultation with the Centre for Law and Justice.
4. The 2nd Party will facilitate resource persons for "Training of Trainers" as well as for "Training of Officials". The honorarium will be at par with the prescribed rate approved by AASCS.
5. The 2nd Party will prepare a knowledge repository as an "Online Guide and Ready Reckoner" which will be placed in the AASC's website so that knowledge may be accessed from distance.

6. The 2nd Party will design a distance mode short certificate course for Government officials on "Law and Court Procedure".
7. The 2nd Party will subject to mutual understanding between the parties, undertake any other activity as may be necessary in due course of time.
8. The 2nd Party will submit cost estimates for the projects and tasks to AASCS. In case of tasks for which there is a prescribed rate either by Government of Assam or Department of Personnel & Training, the same will be applicable. Otherwise rates will be fixed on mutual agreement within the parameters of Financial Rules and Procedure of the Government of Assam.
9. A tentative time line for completion of each and every task will be mutually agreed between the parties and all out efforts will be made to accomplish the same within the stipulated time frame.
10. The 2nd Party will utilize their own infrastructure for any or all of the tasks to be undertaken by it on behalf of the other Party.
11. The 2nd Party will attend the meetings, seminars, workshops organized by AASC.
12. The 2nd Party will work in close co-operation with the Core-Group of AASC.
13. The draft project reports will be placed by the Center for Law & Justice before the Executive Committee of AASCS and the 2nd Party will meet up the suggestions of the committee before finalizing and liaise with other sources of such information and data.
14. The 2nd Party will designate one senior faculty member/official by name to keep liaison with the 1st Party.

Functions of AASC (called as 1st Party wherein under)

1. The 1st Party being the proposer Party will furnish all information data available and liaise with other Party on regular basis for updation of progress.
2. The 1st Party will organize meetings and workshops with core-group members on request of the other Party as well as decisions taken in the meetings/workshops for updating of progress.
3. The 1st Party will release the honorarium to the faculty members for conducting training immediately after the classes are over at rates approved by AASCS.
4. In case of cost for projects and tasks requiring considerable time span and or questions of expenditure/cost are involved, a fund release mechanism will be agreed

upon between the parties on case to case basis subject to Financial Rules and procedure of the Government of Assam.

5. In case of tasks which may be required to be performed jointly by both parties together, the 1st Party will provide the space and other infrastructure as may seem necessary.
6. The 1st Party will designate one officer by name for keeping liaison with the other Party.

This Memorandum comes into force from the date of its signing and will be valid for **03 (Three) years**. This can be renewed on such terms and such period as are mutually agreeable. The termination of the MoU shall not in any way affect any activity already in progress.

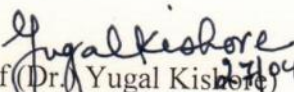


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Vice Chancellor,
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(Sri Anjan Chakravarty, IAS)
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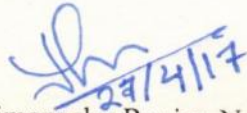
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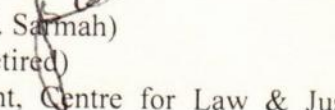
(Prof. (Dr.) Yugal Kishore) 27/04/2017
Registrar (i/c),
National Law University, Assam



(Smti Swapna Dutta Deka, ACS)
Addl. Director, AASC &
i/c Centre for Law & Justice, AASC



(Sri Himangshu Ranjan Nath)
Assistant Professor of Law
National Law University, Assam



(Sri . . M. Sammah)
ACS, (Retired)
Consultant, Centre for Law & Justice,
AASC