



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AT KOLKATA ON THIS THE 20th DAY OF May OF THE YEAR 2022.

BETWEEN

THE WB NATIONAL UNIVERSITY OF JURIDICAL SCIENCES referred to as **NUJS** located at 12, LB Block, Sector-III, Salt Lake, Kolkata - 700 106 represented by its Vice Chancellor, **Professor Dr. Nirmal Kanti Chakrabarti** (as Head of the Institution) hereinafter referred to as **WBNUJS** which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

AND

The National Law University and Judicial Academy, Assam (NLUJA, Assam), Hajo Road, Amingaon, Guwahati- 781031, Assam (India); represented by its Vice-Chancellor Professor (Dr.) V. K. Ahuja, (as Head of the Institution) hereinafter referred to as **NLUJA, Assam** which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

WHEREAS the NLUJA, Assam is an institute that offer B.A., LL.B (Hons.) FYIC, LL.M. and Ph.D. undertakes academic and action research, offers consultancy service to government and non-governmental agencies and contributes to the cannon of legal literature.

WHEREAS the WBNUJS either on its own or through its various centers / is engaged in offering various courses and undertaking, conduction or supporting research, development of reading materials and their publication, carrying out field studies, collecting data and compiling and preparing data-base for various sectors of governance, and to advise government or other agencies and / or to work as a think tank for the government or its agencies; and,

WHEREAS the NLUJA, Assam has its networking with other Central and State Universities and that it is desirous of enlarging its networking base and developing academic liaison with institutes of legal education in order to create a confederate of educational institutes for knowledge sharing and synergetic research ventures.

WHEREAS WBNUJS is a well known and premier Law University dedicated to advancement of legal learning and engaged in running BA / B.Sc. LL.B (Hons), LL.M, M.Phil. and Ph.D. Programmes; and also in conducting researches in areas related to Law and Justice; and

WHEREAS the parties have discussed the matter and have decided to enter into an agreement by this Memorandum of Understanding to organize collaborative research, joint academic programme, Faculty support for various courses etc.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. Objectives

To contribute knowledge and literature in multi dimensional areas of subjects and identify areas of studies and research collaboration.

2. Collaboration

That the collaboration between the parties hereto may include the following: -

- Certificate/ Diploma courses relating to Law
- Allowing Practical training
- Exchange of faculty
- Preparation of reading material
- Preparing, developing and imparting academic input
- Developing tools and techniques of training
- Developing professional skills
- Conducting of joint research or field studies and sharing of data
- Publication and circulation of academic material
- Sharing of library resources

Provided that other areas may be identified from time to time by mutual consent.

3. Administration:

- These activities are to be carried out after mutual consultation between the two parties or the divisions concerned thereof.
- All financial arrangements to pursue any of the above activities are to be negotiated for each specific case.
- The two parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.

4. Infrastructural Support:

That any of the parties after due consultation and without adversely affecting the working of the other party, may decide to organize or conduct a particular training programme or short courses or a part thereof or a specific academic module or a part thereof or organize and conduct a seminar or a workshop in the campus of the other party

and in case such programme or seminar or workshop is so held, the concerned party will render all possible its infrastructure facilities including Class-rooms, Lecture/Seminar Halls, Hostels or Guest House accommodation (if available), Mess facilities etc., as if, such programmes, workshop or seminar etc. were conducted by the party for its own participants or target groups.

5. Mutual Services:

That for each assignment of work to be undertaken by the parties hereto under this MoU, the extent of services by each party and fee for services to be rendered, if any, and the terms of payment shall be negotiated and be agreed upon by mutual consent.

6. Coordination

- 6.1 That in order to have a smooth functioning of operations it is agreed to by both the parties that the Heads of both the parties (Director or Vice-Chancellor) nominate any senior functionary to act as Coordinator of the respective Parties and shall oversee and supervise operation on their behalf as representative of the respective Heads.
- 6.2 The Coordinators of both the parties will be ex-officio Members of all the Committees to be constituted to regulate joint courses.
- 6.3 In the Examinations, the Experts of NLUJA, Assam will act as External Examiners.
- 6.4 The **NLUJA, Assam** Experts will be enlisted as Guide/Co-guide by WBNUJS in the research related work/Dissertation during the courses, and viscus.
- 6.5 The Experts/ eligible Faculty Member of **WBNUJS** or **NLUJA, Assam** will be recognized as Ph.D. Co-Supervisors in respect of Scholars registered with **WBNUJS** and **NLUJA, Assam** to undertake Ph.D. program.

7. No Agency

That neither party shall assign or transfer its rights and obligations herein to any other third party without prior written consent of other party.

8. That it is agreed by both the parties that none of them will withdraw from the MoU during the progress of the programmes/ projects on hand, without written consent of the other and Notice of minimum Six months without affecting the interests of the students.

9. Arbitration Clause

That in the event of disputes between the parties, the same shall be resolved amicably. If the parties are unable to do so, the same shall be referred to an arbitrator, appointed by mutual consent. The arbitrator's award shall be final and binding on both the parties.

10. Rights Cumulative:

The rights and remedies set forth in this MoU are cumulative and not mutually exclusive and are in addition to any other rights or remedies which may be granted by law or available in equity.

11. Modifications:

This Memorandum of Understanding may only be modified or amended by a written document executed by a duly authorized person on behalf of the party against who any such amendment or modifications is sought to be enforced and agreed upon by the Heads of the Parties.

12. Term:

It is agreed between the parties that the MoU will be in effect for a period of five years from the date of agreement, with a provision to review the contents of the MoU from time to time, if required, and make necessary modifications as deemed appropriate by both parties to this agreement.

That the parties hereto may further agree to extend the tenure of this MoU for such subsequent periods as deemed appropriate by both the parties.

13. Confidentiality:

Both the parties will take reasonable measures to protect the secrecy of the information received or acquired during operation of the course, practical training/ internship etc.

14. Reliance in the Proposal:

WBNUJS and NLUJA, Assam agree and covenant to use reasonable endeavor, acting in good faith to ensure that the courses will be conducted according to the proposal approved between the parties.

15. Notice:

All notices, instructions and other communications (collectively "Notice") for running the course shall be given in writing by sending the same by post, courier or electronic mail addressed to either Party.

16. Interpretation:

The headings and sub-headings in this Memorandum of Understanding are included for convenience and identification only and not intended to describe, interpret, define or limit the scope, extent or intent of this Memorandum of Understanding. Any doubt in explaining the meaning of any term be removed by the Heads of the Parties by mutual agreement.

17. Publicity:

The promotion of the collaborative and joint courses be made through social

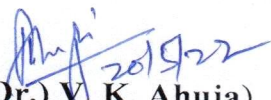
networking websites, preparation of brochure that will give details about **WBNUJS** and **NLUJA, Assam** and in the institutional websites.

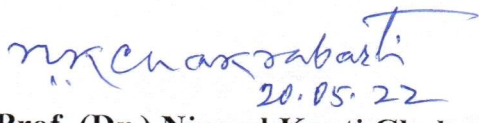
18. That this Memorandum of Understanding is executed in duplicate and one copy will remain with each of the party.
19. That this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and neither Party wishes for this MoU to give rise to any binding commitment or legal obligation.

The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing.

We support and sign this general Memorandum in recognition of our mutual interests.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS HEREUNTO AT THE PLACE AND ON THE DATE FIRST HEREINBEFORE MENTIONED.


(Prof. (Dr.) V. K. Ahuja)
Vice-Chancellor
The National Law University and
Judicial Academy, Assam


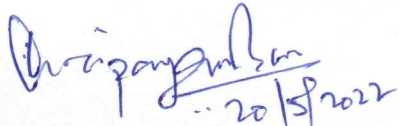

(Prof. (Dr.) Nirmal Kanti Chakrabarti)
Vice-Chancellor
The WB National University and
Juridical Sciences (WBNUJS)
Kolkata

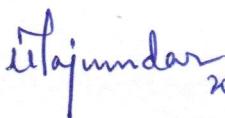
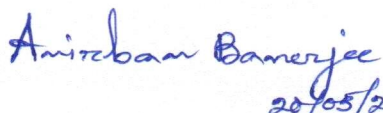
Signed and Delivered

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In the presence of
Witnesses:

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- 1)  20/05/2022
- 2)  20/05/2022

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