3.7.1 Number of functional MoUs / linkages with institutions/ Law firms/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years

List of year wise activities and exchange should be provided

Name of the Organisation/ Institution/ Industry with whom MoU is signed	Year of signing MoU	Duration of MoU	List the actual activities under each MOU year wise
Hidayatullah National Law university, Raipur and National Law University and Judicial Academy, Assam	14-Sep-22	Five Years	Special fecture in blended mode on the topic "Succession and Mathemonial Property Laws of Goa" on 18.11.2022
NALSAR University of law, Hydersbari and National J.aw University and Judicial Academy, Assam	01-Sep-27	Pive Years	<ol> <li>Special fecture on "Relevancy of Facts" by Hon'ble Mr. Justice Kalyan Rai Surana, Judge, Gauhati High Court on 13th August, 2022, 2 Special fecture in the blended mode on the topic "Age of Marriage and its implications on the girl child" on Nov. 28, 2022.</li> </ol>
SRM University and National Law University and Judicial Academy, Assam	28-May-22	Five Years	One day training programme on Criminal trial Advocacy on 06th November, 2022
Himachal Pradesh National Law University, Shimla and National Law University and Judicial Academy, Assam	28-May-22	Five Years	Special lecture on "Suit of Civil Nature (Applicability of Res-Judicata)" by Hon'ble Mr. Justice Kalyan Rai Surana, Judge, Gauhati High Court on 27th August, 2022





The WB National University of Juridical Sciences, Kolkata and National Law University and Judicial Academy, Assam		Five Years	1. International e-Coference on Taking Stock of Stockholm (1972-2022), on 12th to 13th November, 2022. 2. One-day National of Serninar on Contemporary Corporate Governance in India on 28th August, 2022. 3. Special lecture on Labour Reforms and Social Equity by Sri B. Kalyan Chakravarthy, IAS Principal Secretary, Labour Welfare and Skill Employment and Entrepreneushing Department, Government of Assam on 17th
National Law University and Judicial Academy, Assam and Royal Global University, Assam	19-Dec-19	Five Years	August, 2022  visit of 125 nos. of law students and 9 faculty members of Royal Global University toNLUJA, Assam on March 21, 2022 at 2.00 p.m.
National Law University and Judicial Academy, Assam and University of Science and Technology, Meghalaya	24-Oct-19	Five Years	One day training programme on Criminal trial Advocacy on 06th November, 2022
(ILTES) and National Law University and Judicial Academy, Assam	27-Oct-18	Two Years	ILTES Online Global Academy and National Law University and Judicial Academy, Assam, Gowahati organised Faculty Development Programme on "Legal Education: Jeaching and Research in the Age of Technology" on July 4-5, 2020 and 11-12, 2020.
NFLIBNE I Centre and Gandhinogar	30-Jun-19		Shodhganga, Dr.IIBit

Registrar National Law University and Judy 1999 Assam

#### BETWEEN

Hidayatullah National Law University, Raipur

#### AND

National Law University and Judicial Academy, Assam

#### PREAMBLE

Hidayatullah National Law University, Raipur, hereinafter referred to as "HNLU" is a premier Institute established in 2003. The HNLU, Raipur was established to satisfy the need of having a Centre of excellence in legal studies and for advancement of cause of learning, teaching, research and dissemination of knowledge in the field of law. HNLU, Raipur is affiliated to UGC and approved by Bar Council of India. The HNLU with all modern facilities and Infrastructure provides for a congenial environment to the students of -

- · B.A. LL.B. (Hons.)
- One Year LL.M. Programme
- Ph.D. Programme in Law

The University as First Party is committed to achieve every object mandated by The Hidayatullah National University of Law Chhattisgarh Adhiniyam, 2003 No. 10 of 2003.

#### AND

Whereas, the Second Party, is the National Law University and Judicial Academy, Assam hereinafter referred to as "NLUJAA" was established in 2009. NLUJAA promotes and makes available modern legal education and research facilities to students and scholars drawn from across the country, including the North East, coming from different socio-economic, ethnic, religious and cultural backgrounds.

Whereas, the HNLU, Raipur desires to establish academic collaboration with institutions of excellence in the field of law, and other disciplines in India and other countries abroad and the NLUJAA is one among such recognized institutions and seeks to promote the institutional collaborations for academic, research and publication through this Memorandum of Understating.

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#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the HNLU, Raipur, hereinafter referred as the First Party and NLUJAA, hereinafter referred as the Second Party for the purpose of Academic/institutional Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmers that will be pursued in a collaborative spirit. The collaboration between the First Party and the Second Party shall be subject to following:-

#### I. TERMS AND CONDITIONS OF COOPERATION:

- The HNLU, Raipur and the NLUJAA shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- The HNLU, Raipur and the NLUJAA shall offer full time regular as well as optional courses to the undergraduate and post graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
- Ph.D. candidates in interdisciplinary areas of research involving law from the NLUJAA shall work, if agreed between the parties, under the supervision of the faculty members of HNLU, Raipur or if agreed, jointly supervised by the faculty members from the two parties;
- Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis;
- Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
- Ph.D. Scholars of both the parties shall be allowed to make use of the library resources of each other and to have academic interaction with the faculty;
- 7. Research Scholars and Teaching Faculty of both the HNLU, Raipur and the NLUJAA will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;
- Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement;
- In case of any dispute that may crop up regarding execution of the MoU, the matter would be settled through arbitration agreed by both the parties. Any



legal dispute arising out this MoU shall be settled under the jurisdiction of appropriate court at Raipur.

#### II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by HNLU, Raipur and NLUJAA cooperates in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives of this Memorandum are realized.

#### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent in writing.

#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- In respect of each project and programmes of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyright, patents, designs and confidential information pertaining thereto).
- Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, e.g., a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only anon-binding statement of intent to foster genuine and mutually beneficial collaboration.

#### VI. TERMINATION

- This memorandum shall come into force immediately upon its signature by the parties.
- The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.

3. This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardizing the coursework or registration of any of the students of either institution. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of understanding by the two parties.

Prof. (Dr.) V.C. Vivekanandan Vice Chancellor Hidayatullah National Law University Raipur, Chhattisgarh Prof. (Dr.) V.K. Ahuja
Vice Chancellor
National Law University and Judicial
Academy, Assam

Witnesses:

(1) Registrar, HNLU

(2) Dean (IRAP), HNLU

Date:- 14.09.2022

Place: Raipur, Chhattisgarh

Between



#### NALSAR UNIVERSITY OF LAW, HYDERABAD AND



NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY,
ASSAM

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the 1st day of September 2022.

#### BETWEEN

NALSAR University of Law, Hyderabad established under Act 34 of 1998, located at Justice City, Shameerpet, Hyderabad-500 101, represented by its Vice-Chancellor (I/c), Prof. V. Balakista Reddy (herein after referred to as 'NALSAR' which expression shall unless repugnant to the context mean and include its successors and assignees).

#### AND

National Law University and Judicial Academy, Assam represented by its Vice-Chancellor, Prof. (Dr.) Virendra Kumar Ahuja (herein after referred to as 'NLUJA, Assam' which expression shall unless repugnant to the context mean and include its successors and assignees).

'NALSAR' and 'NLUJA, Assam' are each respectively a 'Party', and collectively, the "PARTIES".

#### SCOPE OF AGREEMENT

Both the Parties are premier institutions in legal education and are recognized by the UGC under Section 2(f) of the UGC Act, 1956. The parties desire to establish academic collaboration by way of exchange of students, faculty, sharing of publications, conducting research, development of training and other programmes etc.

Both the parties agree to co-operate with each other and pursue the aforementioned activities in collaborative spirit. Additional areas of co-operation may be added by written consent of both the parties.

#### TERMS AND CONDITIONS OF CO-OPERATION

- NALSAR and NLUJA, Assam shall allow exchange of students for one semester or for a period agreeable by both the parties on the terms and conditions specifically agreed by both.
- NALSAR and NLUJA, Assam shall allow students to register for some courses offered at both the Universities without disturbing the academic schedules of the said Universities.
- NALSAR and NLUJA, Assam shall allow exchange of faculty members for teaching courses.
- NALSAR and NLUJA, Assam may design faculty training programmes, organize conferences jointly, may be knowledge partner in the programmes organized by the other party or undertake joint research projects etc.
- 5. NALSAR and NLUJA, Assam may design Certification programs and may promote and publish them on their social media handles for better outreach. Both universities may provide subsidized fees for each other's students to enroll in the Certification programs offered individually or jointly by them on the terms and conditions specifically agreeable by both parties.
- Students, Scholars and Faculty Members shall be allowed to use the library resources of each other and to have academic interaction.
- 7. Any financial implication emerging out of collaborations undertaken as per the MoU shall be worked out and decision shall be taken with mutual agreement. However, in case of fee to be charged to the students for the Student Exchange Programme or transfer of students in exceptional circumstances, the same shall be decided by the Host University as per their rules and regulations. The equivalence of credits for the subjects

- studied at the Host University shall be decided by the Home University.
- Any other area of mutual cooperation, which may be mutually agreed to by both the parties.

#### INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- In respect of each project and programmes of co-operation, the parties shall negotiate and mutually agree in writing on their respective right to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyright, patents, designs and confidential information pertaining thereto).
- Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this MoU, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

#### TERMINATION

- 1. This memorandum shall come into force immediately upon its signature by the parties.
- 2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.
- 3. The Memorandum of Understanding can be terminated by either party by giving six month written notice to the other and without jeopardizing the course work or registration of any of the students of either institution. The implementation and / or continuance of programmes or projects established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.

(Prof. V.Balakista Reddy)

Vice-Chancellor (I/c)

NALSAR University of Law

Hyderabad

Vice-Chancellor National Law University and Judicial Academy, Assam Guwahati

#### BETWEEN



# Himachal Pradesh National Law University, Shimla

AND



National Law University and Judicial Academy Assam

#### PREAMBLE

Himachal Pradesh National Law University, Shimla, 16 Mile Shimla-Mandi National Highway, Ghandal District Shimla, Himachal Pradesh-171014, hereinafter referred to as "HPNLU" is a premier Institute established in September, 2016 by Himachal Pradesh Government (The Himachal Pradesh National Law University Act, 2016, Act No. 16 of 2016). The HPNLU, Shimla was established to satisfy the need of having a centre of excellence in legal studies in the Northern part of the country and 'for advancement of cause of learning, teaching, research and dissemination of knowledge in the field of law'. HPNLU, Shimla is affiliated to UGC and approved by Bar Council of India. The HPNLU's with all modern facilities and Infrastructure provides for a congenial environment to the students for all round development. It has been established at 16 Mile Shimla-Mandi National Highway, Ghandal District Shimla, Himachal Pradesh-171014. In a short span of time HPNLU, Shimla runs following specialized courses/programmes catering to the myriad of needs of its students.

- B.A. LL.B. (Hons.) FYIC
- B.B.A. LL.B. (Hons.) FYIC
- One Year LL.M. Programme
- Ph.D. Programme in Law
- LL.D. (Post Doc. Programme in Law)

The University as First Party is committed to achieve every object mandated by the Act 16 of 2016, inter alia, includes "to encourage the establishment of a national level institution of excellence in the field of legal education and research in the State of Himachal Pradesh".

#### AND

Whereas, the Second Party, is the National Law University and Judicial Academy, Assam (NLUJAA) hereinafter referred to as "NLUJA, Assam" has been established by the Government of Assam by way of enactment of the National Law School and Judicial Academy, Assam Act, 2009 (Assam Act No. XXV of 2009). The word 'School' was replaced by the word 'University' by amending the National Law School and Judicial Academy, Assam (Amendment) Act, 2011. The Hon'ble Chief Justice of Gauhati High Court is the Chancellor of the University. NLUJAA promotes and makes available modern legal education and research facilities to students and scholars drawn from across the country, including the North East, coming from different socio-economic, ethnic, religious and cultural backgrounds.

Whereas, the HPNLU, Shimla desires to establish academic collaboration with institutions of excellence in the field of law, and other disciplines in India and other countries abroad and the NLUJA. Assam is one among such recognized institutions and seeks to promote the institutional collaborations for academic, research and publication through this Memorandum of Understating.

#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the HPNLU, Shimla, hereinafter referred as the First Party and NLUJA, Assam, hereinafter referred as the Second Party for the purpose of Academic/institutional Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmers that will be pursued in a collaborative spirit. The collaboration between the First Party and the Second Party shall be subject to following:-

#### I. TERMS AND CONDITIONS OF COOPERATION:

- The HPNLU, Shimla and the NLUJA. Assam shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- The HPNLU, Shimla and the NLUJA, Assam shall offer full time regular as well as optional courses to the undergraduate and post graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
- Ph.D. candidates in interdisciplinary areas of research involving law from the NLUJA, Assam shall work, if agreed between the parties, under the supervision of the faculty members of HPNLU, Shimla or if agreed, jointly supervised by the faculty members from the two parties;
- Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis:
- Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
- Ph.D. Scholars of both the parties shall be allowed to make use of the library resources of each other and to have academic interaction with the faculty;
- Research Scholars and Teaching Faculty of both the HPNLU, Shimla and the NLUJA. Assam will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;
- Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement;

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In case of any dispute that may crop up regarding execution of the MoU, the matter
would be settled through arbitration agreed by both the parties. Any legal dispute
arising out this MoU shall be settled under the jurisdiction of appropriate court at
Shimla.

#### II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by HPNLU, Shimla and NLUJA, Assam co-operates in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives of this Memorandum are realized.

#### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent in writing.

#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- In respect of each project and programmes of co-operation, the parties shall negotiate
  and mutually agree in writing on their respective rights to intellectual property and
  commercial exploitation of the same (including without limitation, trademarks and
  service marks, copyright, patents, designs and confidential information pertaining
  thereto).
- Neither party shall, at any time disclose to any third party any confidential
  information of the other party which is acquired in the course of activities under this
  Memorandum, e.g., a collaborative project or a programme, without the prior
  consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

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#### VI. TERMINATION

- This memorandum shall come into force immediately upon its signature by the parties.
- The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.
- 3. This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardizing the coursework or registration of any of the students of either institution. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of understanding by the two parties.

Prof. (Dr.) Nishtha Jaswal

Vice Chancellor

Himachal Pradesh National Law University, Shimla Prof. (Dr.) V.K. Ahuja Vice-Chancellor

National Law University and Judicial Academy, Assam

Date: - 28-05-2022

Date: - 28-05-2022

Place: - Shimla

Place: - Shimla

Witnesses:

Witnesses

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#### BETWEEN



# SRM University Delhi-NCR, Sonepat, Haryana

AND



National Law University and Judicial Academy Assam

#### PREAMBLE

The SRM University Delhi-NCR, Sonepat, Haryana situated at Sonepat, hereinafter referred to as "SRMUH" is a premier Institute established in May 2013 by Haryana Government (Haryana Private Universities Act 2006). The SRMUH was established to satisfy the need of having a centre of excellence in legal studies in the Northern part of the country. SRMUH is affiliated to UGC and approved by Bar Council of India. The SRMUH's State of Art Campus with all modern facilities and best Infrastructure provides for a congenial environment to the students for all round development. It has been established at 39, Rajiv Gandhi Education City, Post Office - P.S Rai, Sonepat, Haryana - 131029. In a short span of time SRMUH has established following specialized centers in its campus catering to the myriad of needs of its students.

- Centre for Legal Studies (UG.PG & Ph.D. Programmes)
- SRMUH Legal Aid Centre (SRMUHLAC)

The University as First Party is committed to achieve every object along with the objective of SRMUH, as enshrined in the SRMUH Act, 2013, inter alia, includes "To liaise with institutions of higher learning and research in India and abroad".

Whereas, the Second Party, is the National Law University and Judicial Academy, Assam (NLUJAA) hereinafter referred to as "NLUJA, Assam" has been established by the Government of Assam by way of enactment of the National Law School and Judicial Academy, Assam Act, 2009 (Assam Act No. XXV of 2009). The word 'School' was replaced by the word 'University' by amending the National Law School and Judicial Academy, Assam (Amendment) Act, 2011. The Hon'ble Chief Justice of Gauhati High Court is the Chancellor of the University, NLUJAA promotes and makes available modern legal education and research facilities to students and scholars drawn from across the country, including the North East, coming from different socio-economic, ethnic, religious and cultural backgrounds.

Whereas, the SRMUH desires to establish academic collaboration with institutions of excellence in the field of law, Social Science and other disciplines in India and other countries abroad and the NLUJA, Assam is one among such recognized institutions and seeks to promote the institutional collaborations for academic, research and publication through this Memorandum of Understating.

#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the SRM University Delhi- NCR, Sonepat, Haryana (SRMUH) as **First Party** and NLUJA, Assam as **Second Party** for the purpose of Academic/institutional Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmers that will be pursued in a collaborative spirit. The collaboration between the First Party and the Second Party shall be subject to following:-

Vice-Chancellor
SRM University Delhi-NGS
Sonepet (Hanyana)

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#### I. TERMS AND CONDITIONS OF COOPERATION:

- The SRMUH and the NLUJA, Assam shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- The SRMUH and the NLUJA. Assam shall offer full time regular as well as optional courses to the undergraduate and post graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
- Ph.D. candidates in interdisciplinary areas of research involving law from the NLUJA, Assam shall work under the supervision of the faculty members of SRMUH or if agreed, jointly supervised by the faculty members from the two parties;
- Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis;
- Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
- Ph.D. Scholars of both the parties shall be allowed to make use of the library resources of each other and to have academic interaction with the faculty;
- Research Scholars and Teaching Faculty of both the SRMUH and the NLUJA. Assam
  will explore possibility of taking up collaborative research work and also apply for
  funding from national and international agencies, governments and other funding
  agencies;
- Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement;
- In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration to Arbitration Committee of a member nominated each by two parties and one member will be jointly nominated by two parties.

#### II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by SRMUH and NLUJA, Assam cooperates in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.



#### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent in writing.

#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- In respect of each project and programmes of co-operation, the parties shall negotiate
  and mutually agree in writing on their respective rights to intellectual property and
  commercial exploitation of the same (including without limitation, trademarks and
  service marks, copyright, patents, designs and confidential information pertaining
  thereto).
- Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired tin the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

#### VI. TERMINATION

- This memorandum shall come into force immediately upon its signature by the parties.
- The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.
- This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardising the coursework or registration of any of the students of either institution. The implementation and/or



continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of understanding by the two parties.

Prof. (Dr.) Paramjit S. Jaswal

Vice Chancellor

SRM University Delhi-NCR, Sonepat

Haryana

Prof. (Dr.) V.K. Ahuja

Vice Chancellor

National Law University and Judicial Academy, Assam





THIS MEMORANDUM OF UNDERSTANDING IS MADE AT KOLKATA ON THIS THE .20.1. DAY OF ... May .... OF THE YEAR .20.2.2.

#### 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 assignces 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

nincharoabashi (Prof. (Dr.) Nirmal Kanti Chakrabarti)

Vice-Chancellor

The WB National University and Juridical Sciences (WBNUJS)

Kolkata

Signed and Delivered

In the presence of

Witnesses:

1) Sana Kanmakar 20/05/2012 2) Orizongalar 20/5/2012

Signed and Delivered

In the presence of

Witnesses

1) Majundar 20/15/2022 2) Anireban Banerjac 20/05/2022

# MoU

# MEMORANDUM OF UNDERSTANDING Between



INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI GUWAHATI – 781039, ASSAM

&



NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY AMINGAON, GUWAHATI – 781031, ASSAM

Date: 8-1-2020 Venue: IIT Guwahati

This Memorandum of Understanding (MOU) is executed between National Law University and Judicial Academy, Amingon, Guwahati Assam and

Indian Institute of Technology Guwahati, North Guwahati, Assam

on this date of 8th Jan 2020

# ABOUT NLUJAA

National Law University and Judicial Academy, Assam (NLUJAA) was established by the National Law University and Judicial Academy, Assam Act, 2009 (Act No. XXV of 2009) as the fourteenth National Law University established in the country and is located in Guwahati, the capital city of Assam. Hon'ble, the Chief Justice of Gauhati High Court is the Chancellor of the University. The objectives of the National Law University and Judicial Academy, Assam are "to impart comprehensive legal education and training at all levels to achieve excellence in legal education; to promote research in all branches of law; to disseminate legal knowledge by organizing lectures, seminars, symposia, workshops and conferences on contemporary issues of law to promote legal awareness in the communities to achieve social and economic justice and to promote cultural, legal and ethical values with a view to promote and foster the rule of law and the objectives enshrined in the Constitution of India; and to liaise with institutions of higher learning and research in India and abroad". National Law University and Judicial Academy, Assam offers B.A.LL.B.(Hons.) Five-Years Integrated Programme, LL.M. One Year Programme and Ph.D. Programme. Various Diploma, Certificate and Degree courses through distance mode and online being offered by various Centers established in the University for advanced legal studies and research. The Centers shall also address the socio-legal issues and challenges specifically of the North-East region. Some of the Centers have been conducting seminars, conferences, and training programmes for the identified target groups. The University has affiliation with the UGC under Section 2(f) of the University Grants Commission Act, 1956, the Bar Council of India (BCI) and the Association of Indian Universities (AIU). The University has initiated the process of its accreditation by the National Assessment and Accreditation Council (NAAC).

The University is building its broad perspective of study of law in India with on awareness of its distortions and engage in reorienting legality on the basis of undistorted Indian experiences. A comprehensive heuristic for study and research in national and global domain of legal knowledge is under construction at the Universities. Contemporary ICT tools and techniques such as A-VIEW, text to speech readers, book reading software, and e-moot court are incorporated into the system of learning to make education qualitative.

# ABOUT IITG

Indian Institute of Technology Guwahati (IITG) was set up in 1994 under the Institute of Technology Act 1961. IITG occupies a place amongst top 100 young universities in the world that are less than 50 years old. Located in a campus that is rated as the most naturally endowed campus in the country, it provides ideal setting for learning and research. The Institute has collaborations with many international and national institutions including those located in the North East part of India. The Institute is fully residential with world class facilities empowered with a young dynamic faculty, staff and students. IITG conducts research in all areas of Science, Technology, Arts, Humanities and Design. It aims to becoming a Tower of Excellence.

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# SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the National Law University and Judicial Academy, Assam as First Party and Indian Institute of Technology Guwahati (IITG) as Second Party for the purpose of Academic Collaboration that will encompass exchange of students and members of faculty between the two parties and initiate other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

# I. TERMS AND CONDITION OF COOPERATION

- NLUJAA and IIT Guwahati shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- NLUJAA and IIT Guwahati shall offer full time regular as well as optional courses to the undergraduate and postgraduate degree courses offered at these institutions from time to time on mutually agreeable terms and conditions;
- The Ph.D. candidates in interdisciplinary areas of research involving law from IIT
   Guwahati may work under the supervision of the faculty members of NLUJAA or if
   agreed, jointly supervised by the faculty members from the two parties;
- 4. Faculty members from each of these universities/institutions shall be invited for important seminars, conferences, workshops, capacity building programmes and for teaching at undergraduate, postgraduate and doctoral levels. The financial implications shall be worked out on a case to case basis;
- Those modalities for a similar exchange of Research Scholars and Faculty Members will be laid down through mutual discussion that should be made operational for a period of five years;
- 6. Ph.D. Scholars of both the universities are welcome to access the library resources of each other and to have academic interaction with the faculty;
- Research Scholars and Teaching Faculty of both NLUJAA and IIT Guwahati will explore
  possibility of taking up collaborative research work and also apply for funding from
  national and international agencies, government, non-government organizations and other
  funding agencies; and
- 8. Any financial implication emerging out of such collaborations (other than the fee of the students etc.) shall be worked out and decisions will be taken with mutual agreement.

# II. AREAS OF COOPERATION

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This Memorandum expresses a mutual desire by NLUJAA and IIT Guwahati to cooperate in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of the two parties. Both the parties will act in good faith to ensure that the objectives of this Memorandum are realized.

# III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time my mutual consent and in writing. The implementation and / or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

- 1. This memorandum shall come into force immediately upon its signature by the parties.
- The validity of this Memorandum of Understanding is initially for a period of five years.
   from the date of its execution and the same can be further extended on mutual agreement.
- 3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students or scholars of either institution.

# IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 1. In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto); and
- Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

J.G. Sithery

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# V. NON BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.

Prof. (Dr.) J. S. Patil

Vice-Chancellog and Jud NLUJA, Assam

Date: 08-01 - Chancellor

Witness:

Signed

Name MIFTAHUDDIN AHMED

Designation REGISTRAR

NLUJA, Assam

Prof. (Dr.) T. G. Sitharam

Director,

IIT Guwahati, Assam

Date: 8/1/2020

DIRECTOR Indian Institute of Technology Guwahati Guwahati-781039

Witness:

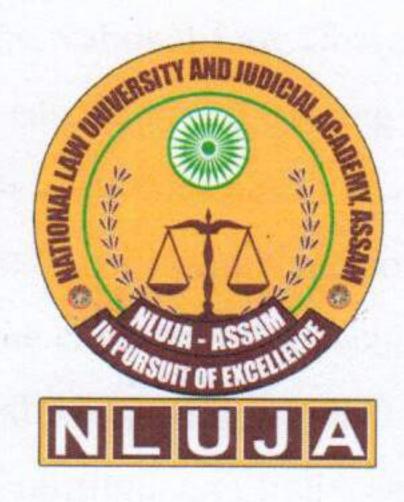
Signed

Name Pradeep Jammiyavas
Designation Dean Outreah program

IIT Guwahati, Assam

Venue: Directorate, Indian Institute of Technology Guwahati, 781039, Assam, India

# BETWEEN



# NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

AND



ROYAL GLOBAL UNIVERSITY, ASSAM GUWAHATI

National Law University and Judicial Academy, Assam (NLUJAA) was established by the National Law University and Judicial Academy, Assam Act, 2009 (Act No. XXV of 2009 as the fourteenth National Law University established in the country and is located in Guwahati, the capital city of Assam. Hon'ble, the Chief Justice of Gauhati High Court is the Chancellor of the University. The objectives of the National Law University and Judicial Academy, Assam are "to impart comprehensive legal education and training at all levels to achieve excellence in legal education; to promote research in all branches of law; to disseminate legal knowledge by organizing lectures, seminars, symposia, workshops and conferences on contemporary issues of law to promote legal awareness in the communities to achieve social and economic justice and to promote cultural, legal and ethical values with a view to promote and foster the rule of law and the objectives enshrined in the Constitution of India; and to liaise with institutions of higher learning and research in India and abroad". National Law University and Judicial Academy, Assam offers B.A.LL.B.(Hons.) Five-Years Integrated Programme, LL.M. One Year Programme and Ph.D. Programme. Various Diploma, Certificate and Degree courses through distance mode and online being offered by various Centres established in the University for advanced legal studies and research. The Centres shall also address the socio-legal issues and challenges specifically of the North-East region. Some of the Centres have been conducting seminars, conferences, and training programmes for the identified target groups. The University has affiliation with the UGC under Section 2(f) of the University Grants Commission Act, 1956, the Bar Council of India (BCI) and the Association of Indian Universities (AIU). The University has initiated the process of its accreditation by the National Assessment and Accreditation Council (NAAC).

The Campus is more than 27 acres of land and about 12 lakh square feet built up centrally air-conditioned area available for running various courses of Royal Global University (RGU). With experienced faculty and world class infrastructure & facilities, Royal Global University is one of the finest Universities of the country. RGU offers a unique educational experience that prepares the next generation of global citizens to lead and make a difference in the world. With its talented and motivated student-body and accomplished faculty, RGU is a leading educational

hub in the North Eastern region that maintains a particular commitment to exceptional undergraduate and postgraduate instructions. Undergraduates, Graduates and post graduates will have variety of options available to them. The faculty members work closely with students to solve major scientific, technological and societal challenges. RGU ensures that its students are transformed into well-rounded, industry-ready individuals, who are equipped to take on leadership responsibilities. RGU stands to be recognized for its world-class infrastructure, cultural events, campus recruitment programmes and activities, expert students, and updated facilities.

# SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the National Law University and Judicial Academy, Assam as First Party and The Assam Royal Global University, Guwahati as Second Party for the purpose of Academic Collaboration that will encompass exchange of students and members of faculty between the two parties and initiate other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

# I. TERMS AND CONDITIONS OF COOPERATION

- NLUJAA and RGU shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- NLUJAA and RGU shall offer full time regular as well as optional courses to the undergraduate and postgraduate degree courses offered at these institutions from time to time on mutually agreeable terms and conditions;
- 3. The Ph.D. candidates in interdisciplinary areas of research involving law from the RGU may work under the supervision of the faculty members of NLUJAA or if agreed, jointly supervised by the faculty members from the two parties;
- 4. Faculty members from each of these universities shall be invited for important seminars, conferences, workshops, capacity building programmes and for teaching at undergraduate, postgraduate and doctoral levels. The financial implications shall be worked out on a case to case basis;

- Those modalities for a similar exchange of Researcher Scholars and Faculty Members will be laid down through mutual discussion that should be made operational for a period of five years;
- 6. Ph.D. Scholars of both the universities are welcome to access the library resources of each other and to have academic interaction with the faculty;
- 7. Research Scholars and Teaching Faculty of both NLUJAA and RGU, will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, government, non-government organizations and other funding agencies; and
- 8. Any financial implication emerging out of such collaborations (other than the fee of the students etc.) shall be worked out and decisions will be taken with mutual agreement.

# II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by NLUJAA and RGU to cooperate in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of the two parties. Both the parties will act in good faith to ensure that the objectives of this Memorandum are realized.

# III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. The implementation and / or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

- 1. This memorandum shall come into force immediately upon its signature by the parties;
- The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement; and
- 3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students or scholar of either institution.

#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto); and
- Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### V. NON BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.

Prof. (Dr.) J. S. Patil

Vice-Chancellor

Sold Judicial

National

Vice-Chancellor, NLUJA, Assam

Date:

Academy

Prof. (Dr.) S.P. Singh

Vice-Chancellor,

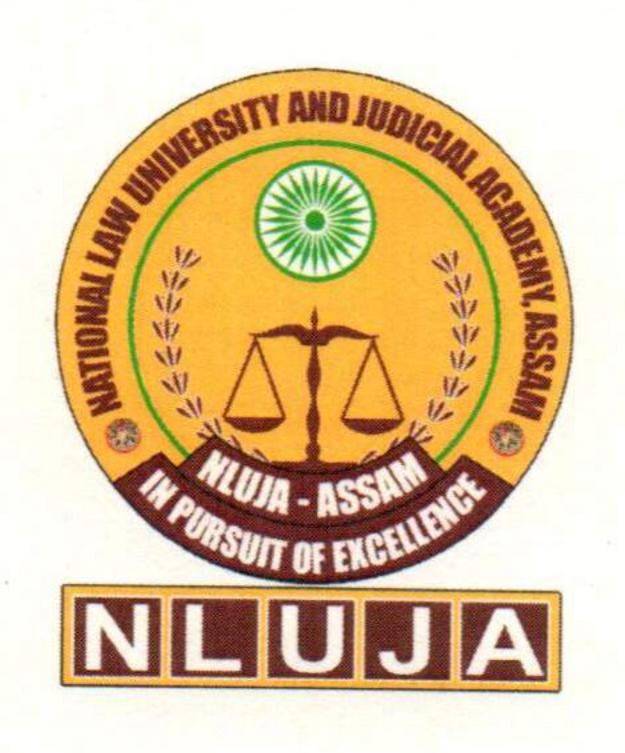
Date: The Assam Royal Global University

Vice-Chancellor

Page 5 of 5

## MoU

# MEMORANDUM OF UNDERSTANDING BETWEEN



# NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

#### AND



# UNIVERSITY OF SCIENCE & TECHNOLOGY MEGHALAYA

Date: 24/10/2019

Venue: Guwahati

#### Memorandum of Understanding (MoU)

National Law University and Judicial Academy, Assam, India and
University of Science and Technology, Meghalaya

This Memorandum of Understanding (MoU) is executed on this 24<sup>th</sup> day of October 2019 between National Law University and Judicial Academy, Assam, India as the First Part;

And

University of Science and Technology, 9<sup>th</sup> Mile, Baridua, Meghalaya – as the Second part; herein together referred to as "the Universities".

National Law University and Judicial Academy Assam, Guwahati is a young and vibrant National Law University striving to provide quality legal education to the incumbents with an avowed objective of building a very committed, patriotic and value and (justice) Nyaya oriented law graduates and post graduates who will put service before self to transform India into an equalitarian, egalitarian democratic republic with particular focus on the north eastern states. This mandates the university to update the curricula and pedagogy from time to time and hone professional skills through moots, debates, mock trials, internships, study circles, workshops, seminars, conferences and symposia in the cutting edge knowledge in law and justice system.

The University is building its broad perspective of study of law in India with on awareness of its distortions and engage in reorienting legality on the basis of undistorted Indian experiences. A comprehensive heuristics for study and research in national and global domain of legal knowledge is under construction at the Universities. Contemporary ICT tools and techniques such as A-VIEW, text to speech readers, book reading software, and e-moot court are incorporated into the system of learning to make education qualitative.

#### And

University of Science & Technology, Meghalaya, having its registered office at Techno City, 9<sup>th</sup> Mile, Baridua, Meghalaya, hereinafter called "USTM", is established by an act of Legislative Assembly of Meghalaya State in 2008. The objective of USTM is to impart world class education exploring opportunities and talents of North East region, thereby, creating cutting edge research centre and build a Knowledge Capital for societal development. USTM

is an upcoming University with minimal resources and high ambition trying for academic excellence.

The purpose of this MoU is to create a framework for collaboration between National Law University and Judicial Academy, Assam and USTM with the objectives as given below:

#### Understanding:

- 1. USTM becomes a partner of National Law University and Judicial Academy, Assam, for creating a win-win situation for mutual exchange of expert opinion and use infrastructure facilities under the following development programs:
  - a) A close linkage and functional co-ordination between USTM and the National Law University and Judicial Academy, Assam.
  - b) Sharing of knowledge and best practices in class through faculty exchange programmes.
  - c) Continual education program to address the requirements of global law professionals.
  - d) Emerging Issues related to Laws.
  - e) Publications, inventions and patents.
  - f) Partnership development between industries and academia through co-ventures, joint ventures and alliance
  - g) Any expenditure incurred through the joint programme will be born as per the terms of mutual agreement.
- 2. USTM and National Law University and Judicial Academy, Assam shall work together to conduct short-term certificate courses, diploma courses, degree and post graduate courses in Law and related areas to generate awareness about different aspect of law, training programmes to address requirements of industrial professionals. The collaboration with USTM is expected to enhance training, research and developmental activities conducted by both the Universities through assimilation of emerging knowledge on laws and related matters.
- 3. USTM is expected to achieve academic excellence in partnership with international agencies facilitated by National Law University and Judicial Academy, Assam to become one of the world leaders in producing knowledge in the field of Corporate and Commercial laws, Intellectual Property Laws, International Laws, Environmental Laws,

Constitutional Laws, Human Rights Laws of the Industry which will contribute in economic development as desired by UGC for service to the society.

4. USTM has been initiating the process of establishment of institutes in various emerging streams which will provide facilities for exchange of ideas, sharing knowledge between industries and academia in achieving the goal of world class technocrats, managers to fulfill the long felt need of Assam and NE India.

5. This agreement shall be the sole repository of terms agreed to between the parties and amendment shall take effect as and when required by concurrence of both parties. The agreement will be binding on USTM and National Law University and Judicial Academy, Assam, unless such amendment is authorized by USTM and National Law University and Judicial Academy, Assam and is recorded in writing and signed by both parties. Both parties shall be consulted before any such amendment is brought into effect.

This Memorandum of Understanding will be effective upon signature by both the Chief Executive Officers for a period of five years, at which time the same will be reviewed for possible renewal for further five-year period. Either party may, on three (03) months notice in writing, terminate the MoU in advance of its normal expiration or request the recognition of its conditions.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed hereto on the date of signing of the Memorandum of Understanding by the two parties.

For the University of Science and Technology, Meghalaya

ty of Science & Technology
Meghalaya

Mr. Mahbubul Hoque

Chancellor

Date: 24-10-2019

For National Law University and Judicial Academy, Assam

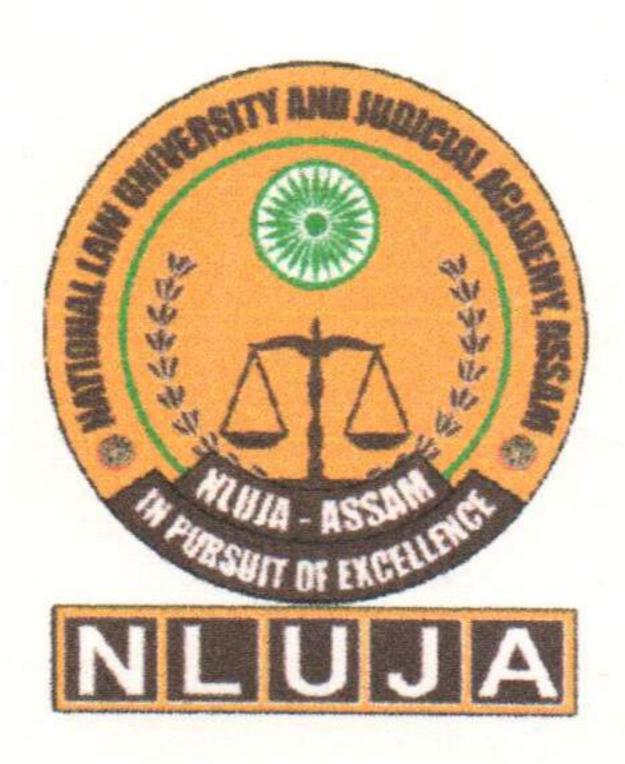
Prof. (Dr.) J.S. Patil

Vice-Chancellor

Vice -Chandellor

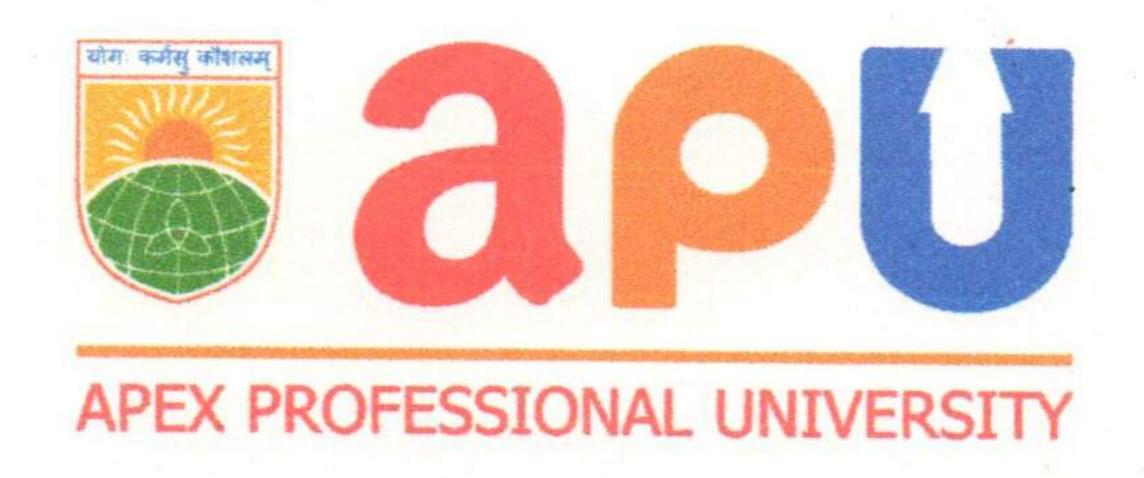
Date:

#### BETWEEN



## NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

#### AND



Apex Professional University Pasighat, Arunachal Pradesh, India

National Law University and Judicial Academy, Assam (NLUJAA) was established by the National Law University and Judicial Academy, Assam Act, 2009 (Act No. XXV of 2009 as the fourteenth National Law University established in the country and is located in Guwahati, the capital city of Assam. Hon'ble, the Chief Justice of Gauhati High Court is the Chancellor of the University. The objectives of the National Law University and Judicial Academy, Assam are "to impart comprehensive legal education and training at all levels to achieve excellence in legal education; to promote research in all branches of law; to disseminate legal knowledge by organizing lectures, seminars, symposia, workshops and conferences on contemporary issues of law to promote legal awareness in the communities to achieve social and economic justice and to promote cultural, legal and ethical values with a view to promote and foster the rule of law and the objectives enshrined in the Constitution of India; and to liaise with institutions of higher learning and research in India and abroad". National Law University and Judicial Academy, Assam offers B.A.LL.B.(Hons.) Five-Year Integrated Programme, LL.M. One Year Programme and Ph.D. Programme. Various Diploma, Certificate and Degree courses through distance mode and online being offered by various Centres established in the University for advanced legal studies and research. The Centres shall also address the socio-legal issues and challenges specifically of the North-East region. Some of the Centres have been conducting seminars, conferences, and training programmes for the identified target groups. The National Law University and Judicial Academy, Assam is recognised under section 12-B of the University Grants Commission Act, 1956 vide notification Number F.9-4/2012(CPP-I/PU) dated 6th December, 2018, the Bar Council of India (BCI) and the Association of Indian Universities (AIU). The University has initiated the process of its accreditation by the National Assessment and Accreditation Council (NAAC).

Apex Professional University (APU) has been established by the Government of Arunachal Pradesh as a Statutory University under the public private partnership (PPP) scheme in accordance with the provisions contained in section 2(f) of University Grant Commission Act, 1956 and empowered to award degrees in terms of section 22 of UGC Act, 1956. APEX Professional University is also recognized by the Bar Council of India (BCI), National Council for Teacher Education (NCTE), Council of Architecture (COA) and Pharmacy Council of India (PCI) for various Degree and Diploma Programmes.

Apex Professional University is a member of the Association of Indian Universities (AIU), ASSOCHAM and Quality Council of India. Forbes Magazine has recognised Apex Professional University (APU) as a "Great Indian Institute - 2018" and has been acknowledged as "Best Education Brand - 2019" by Economic Times.

Apex Professional University has established an Institute of Indian Knowledge (IIK) as a Centre of Excellence to research, standardise and validate Ancient Indian Sciences. IIK conducts courses in Indian System of Architecture (Vastu Shastra), Indian System of Psychology (Yogic Sciences) and Indian System of Healing (Yoga & Naturopathy) that equips the students to address the issues of the present world in a rationalized manner.

#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the National Law University and Judicial Academy, Assam as First Party and Apex Professional University (APU), Arunachal Pradesh as Second Party for the purpose of Academic Collaboration that will encompass exchange of students and members of faculty between the two parties and initiate other academic activities, research and publication.

WHEREAS, this Memorandum of Understanding ("MOU") will establish a mechanism for the Parties to plan and collaboration research and educational activities; and

WHEREAS, each Party to this MOU recognizes the areas of cooperation may include, subject to mutual consent, any desirable and feasible activities that would further the goals of each institution.

**NOW THEREFORE,** Both Parties wishing to promote cooperation between the two institutions in education and in academic research, agree as follows:

#### I. OBJECTIVES

The objectives of this MOU are:

- 1. To allow the Parties to plan collaborative research, educational, and training activities in the area of mutual interest.
- To make available to the public, other researchers and faculty those facts, methods and new findings that are discovered through that research, and to share specialized scientific equipment, physical facilities and support services in ways that will expand and provide a more cost effective research and education for the Parties.
- 3. To generate Sponsorship for collaborative cooperative seminars, workshops and other academic meetings.
- 4. To facilitate Exchange programme of students, research scholars and faculty.
- 5. To Enhance the capacity of the two Universities to carry out relevant research and to secure required external funding for same.

#### II. IMPLEMENTATION

- a. Each University shall designate a Liaison Officer to develop and coordinate specific activities or programmes. The terms of cooperation for each specific activity implemented under this MoU for Cooperation shall be mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity. Any such MoUs entered into, as outlined above, will form appendices to this MoU.
- b. Each party shall continue to remain the sole owner of all materials it contributes in any joint project. The parties will work together to negotiate appropriate licensing terms.

#### III. MOU IS NON-BINDING

This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture.

#### IV. TERM AND TERMINATION

This MoU becomes effective from the day the representatives of both institutions affix their signatures below, and will continue for an initial period of five years, whereupon it shall be reviewed and may be extended by mutual written agreement of both institutions. This MoU may be revised through the mutual agreement of both institutions and may be terminated by either party upon giving six months' written notice signed by the presiding officer of the notifying party.

#### V. CONFIDENTIALITY

During the term of this MoU both parties shall treat as confidential and shall not disclose to any person the terms of this MoU or any information or materials supplied or made available in connection herewith without the prior written consent of the other party provided, however the party may disclose such information as required by law or to its professional advisers. This provision shall survive termination or expiration of this MoU.

In witness to this agreement, the following individuals append their signatures:

For Apex Professional University

Prof. Maj. Ashok Kumar

Vice-Chancellor

Date: October 22, 2019

For National Law University and Judicial Academy, Assam

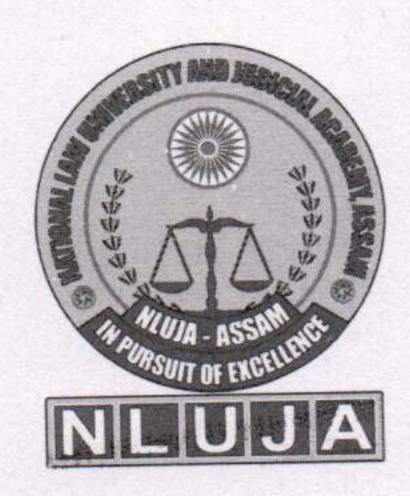
Prof. (Dr.) J.S. Patil

Vice-Chancellor

Vice-Chancellor

Date:

BETWEEN



### NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

AND



ENVIRO LEGAL DEFENCE FIRM

National Law University and Judicial Academy, Assam (NLUJAA) was established by the National Law University and Judicial Academy, Assam Act, 2009 (Act No. XXV of 2009 as the fourteenth National Law University established in the country and is located in Guwahati, the capital city of Assam. Hon'ble, the Chief Justice of Gauhati High Court is the Chancellor of the University. The objectives of the National Law University and Judicial Academy, Assam are "to impart comprehensive legal education and training at all levels to achieve excellence in legal education; to promote research in all branches of law; to disseminate legal knowledge by organizing lectures, seminars, symposia, workshops and conferences on contemporary issues of law to promote legal awareness in the communities to achieve social and economic justice and to promote cultural, legal and ethical values with a view to promote and foster the rule of law and the objectives enshrined in the Constitution of India; and to liaise with institutions of higher learning and research in India and abroad". National Law University and Judicial Academy, Assam offers B.A. LL.B.(Hons.) Five-Years Integrated Programme, LL.M. One Year Programme and Ph.D. Programme. Various Diploma, Certificate and Degree courses through distance mode and online mode being offered by various Centres established in the University for advanced legal studies and research. The Centres shall also address the socio-legal issues and challenges specifically of the North-East region. Some of the Centres have been conducting seminars, conferences, and training programmes for the identified target groups. The University has affiliation with the UGC under Section 12(B) of the University Grants Commission Act, 1956, the Bar Council of India (BCI) and the Association of Indian Universities (AIU).

The Enviro Legal Defence Firm (ELDF), claimed to be India's first environmental law firm, aims at mainstreaming the discipline of environment and development law, resolving conflicts over natural resources and strengthen environmental jurisprudence. ELDF aims to work by bridging the gap between the field-based conflicts and the courts or other formal adjudicating bodies. Their aim is to provide "a unique institutional framework that would sustain major legal initiatives both within and outside the courts." ELDF is an independent team of erudite legal professionals, which provides services to a range of clients, including Governments,

Non-Government Organizations, Educational Institutions, Individuals, Private and External Agencies engaged in areas of environment and development law. Whereas, ELDF desires to establish academic collaboration with Institutions of excellence in Law in the country and NLUJAA is one among such recognized institutions and seeks to promote the institutional collaborations through this Memorandum of Understanding (MoU).

#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the National Law University and Judicial Academy, Assam (NLUJAA) as First Party and Enviro Legal Defence Firm (ELDF) as Second Party for the purpose of Academic Collaboration that will encompass exchange of students and resource persons between the two parties and initiate other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

#### I. TERMS AND CONDITIONS OF COOPERATION

- NLUJAA and ELDF shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- ELDF shall offer part-time and full-time internships and other learning experiences from time to time on mutually agreeable terms and conditions;
- The Ph.D. candidates and LL.M. students in interdisciplinary areas of research involving law from the NLUJAA may work under the supervision of the senior team of ELDF;
- 4. Faculty members of NLUJAA shall be invited for important seminars, conferences, workshops, capacity building programmes and for teaching at undergraduate, postgraduate and doctoral levels. The financial implications shall be worked out on a case to case basis;
- The B.A. LL.B. (Hons.) Students of NLUJAA shall be provided with internship and job opportunities in EDLF after proper assessment, and other mutually agreeable terms and conditions;

- 6. The students of NLUJAA and employees of ELDF shall be given access to each other's' library and other study materials on mutually agreeable terms and conditions to hone the knowledge on environmental and development law;
- 7. Research Scholars and Teaching Faculty of NLUJAA and employees of ELDF will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, government, non-government organizations and other funding agencies; and
- 8. Any financial implication emerging out of such collaborations (other than the fee of the students etc.) shall be worked out and decisions will be taken with mutual agreement.

#### II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by NLUJAA and ELDF to cooperate in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of the two parties. Both the parties will act in good faith to ensure that the objectives of this Memorandum are realized.

#### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. The implementation and / or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

- 1. This memorandum shall come into force immediately upon its signature by the parties;
- The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement; and
- 3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students or scholar of either institution.

#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and

commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto); and

Neither party shall, at any time disclose to any third party any confidential information
of the other party which is acquired in the course of activities under this Memorandum, a
collaborative project or a programme, without the prior consent of the other party in
writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

#### V. NON BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.

Prof. (Dr.) J. S. Patil

Seisity and Judicia

Vice-Chancellor,

NLUJA, Assam

Date: 10 -03 - 2619

Vice-Chancellor

Mr. Sanjay Upadhyay

Founder & Managing Partner,

ELDF Date:

10/03/2019.

#### Information and Library Network Centre

(An Autonomous Inter-University Centre of UGC).



#### पस्तकालय नेटवर्क

10th June, 2019

(विश्वविद्यालय अनुदान आयोग का स्वायल अंतर विश्वविद्यालय केन्द्र)

Manoj Kumar K. Scientist D (CS)

INFL/Shodbganga/MuU /AC/265/2019/30

To.

Shri Miftahuddin Abmed.

Kankaraya National Law University and Judicial Academy, Hajo Road, Amingaon,

Guwahati, Assam -781 031

Sub: MoU for Shodhganga-read.

Dear Sin.

Greeting from INFLIBNET Centre. We would like to thank you for the initiative and signing the MoU to join the Shudhganga/Shodhgangatri project. Please refer to your letter dated 30th May, 2019 enclosing there with two copies of the Mot, duly signed for the Shodhganga/Shodhgangotri. We appreciate your effort for promoting 'Shodhganga: Repository of about 2,30,000 Indian Electronic Theses and Dissertations',

Enclosed please find one copy of the MoU duly signed by as for your record and retention. You are requested to kindly instruct your Ph.D scholars/Officials to start submitting their theses online to the Shodhganga repository and student research scholars to submit synopses to Shodhgangutri as per the DGC Notification (Minimum Standards & Procedure for Award of M.Phil. / Ph.D Degree, Regulation dated 1-1 June 2009/2016) It soft copies are available, you may kindly pass on to us in CD/DVD after tellowing latest UGC Regulations (Promotion of Academic Integrity and Prevention of Plagiarism in Higher Educational Institutions), 2018. For more details and help to uplead, you may please visit http://wkwdloporgszinthiburt.com/mineat/.

Kindly nominate a name for "University Coordinator (IIC)" with designation address. Final id and Mobile No. as ne/she would be responsible for liasoning with INFLIBNET Centre on behalf of the Institution. Please also instruct UC to fill following details and send to us at the earliest.

- No. or PhD awarded by University till date
- No. of theses available in suffcupy
- No. of PhD Scholars in University
- Null of PhD awarded to one year.
- No. of PhD Submission expected in next 5 years.

With regards,

Recentrar Office

Yours Sincerely,

#### INFLIBNET Centre

#### Memorandum of Understanding (MoU) for Shodhganga/Shodhgangotri



(A Repository of Theses and Dissertations submitted to the Universities in India).

This Memorandum of Understanding (MoU) is made and entered into on 30 (Day) 65 (Month) 2019 (Year) between the INFLIBNET Centre, an IUC of University Grants Commission located at Gandhinagar, hereinafter referred to as "INFLIBNET" and NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEY, ASSAM (University / Deemed University / Inter-University Centre), here in after referred to as the 'University'

WHEREAS, INFLIBNET Centre, an Inter-university Centre of the University Grants Commission, as its mandate, promotes open access to scholarly content generated in universities. The Centre has computers, network software infrastructure and technical know-how required for hosting electronic versions of theses and dissertations in open access with interface to search, retrieve and access these content.

12 CB DUIL

WHEREAS NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM

(University / Deemed University / Inter University Centre) has agreed to take part in the process of digitisation of old theses and dissertations (not available in computerized machine-readable formal) and building-up of digital repository and to promote, share and host its ETD in 'Shodhoanga: A reservoir of Indian theses submitted to the Universities in Indial and other universities in open access, 'Shodhganga' is a name coined by INFLIBNET. Centre for referring to the respository of Indian Electronic Theses and Dissertations, The word "Shodh" originates from Sanskrif and stands for research and discovery The 'Ganga' is the holiest, longest, and largest river, in Indian subcontinent which has held heart of its people captive and drawn millions of people to its banks since the dawn of history. The Ganga is the symbol of India's age-long culture and civilization, ever changing, ever flowing. ever loved and revered by its people. "Shodhganga", a repository of theses and dissertations. submitted to Indian universities, is expected to keep growing to a formidable size as more and more researchers from India submit their research works to this ever growing reservoir. Under the initiative called "ShochGangotri", research scholars / research supervisors in universities are requested to deposit electronic version of approved synopsis submitted by research scholars to the universities for registering themselves for the Ph D programme.

This Memorandum of Understanding (MoU) defines responsibilities tradities and commitments of the institutions involved to ensure proper system implementation, to meet the objectives portaining to submission and access to Electronic Theses and Dissertations as envisaged by the UGC vide its Notification (Minimum Standards & Procedure for Award of MiPhil/Ph.D Degree), Regulation, 2009 dated 1st June, 2009

NOW THEREFORE, in consideration of the mutual agreements herein contained.

INFLIBNET and the University agree to the following terms and conditions.

#### I. INFLIBNET Centre

1 Provide access to ETD hosting server(s) at the INFLIBNET Centre "Shodhgangat/"Shodhgangotri" to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETO repositories designed for this purpose. The INFLIBNET will take the responsibility of keeping the data intact, and, usable, keep back-up of the data so as to avoid its loss. The INFLIBNET, will deploy.

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Requests to a supplier to the

tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence.

- Recommend to the UGC to extend financial assistance to the Universities under Sections 12(B) and 2(f) of UGC Act for digitization of theses and dissertations not available in computerized machine-readable format and / or for procurement and installation of a suitable computer system / infrastructure for creation of ETDs.
- Provide configuration of system, specifications and technical guidence to the University for procurement of computer hardware and related systems for setting-up of ETDs.
- 4. Provide guidelines, technical standards and specifications for digitization of Ph.D. theses submitted to the university in past and for theses not available in computerized machine-readable format.
- Impart training to at least one person from the university (from library field and / or from computer field) in creation, updation and computerized operation of digital repositories of ETDs especially on 'Shodhganga'.
- Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
- The INFLIBNET may refuse to host any material deemed by the INFLIBNET to be controversial in nature or is in violation of copyright act.
- 8. This right of refusal will not relieve the University / Ph.D. scholar of liability, both to INFLIGNET and to the public, for matter contained in the theses that may be fibelous or actionable and to beth INFLIBNET and copyright owners for copyright infringement by the Ph.D. Scholar.
- 9. The INFLIBNET Centre will not be responsible for i) errors, omissions, inaccuracies and quality of content or misinformation or for any damages caused to the user or any third party from the use of content provided in the theses; ii) safety and archiving of loaded content in cases of "force majeure" including natural calamities; and iii) printed version of theses.
- 10.INFLIBNET Centre will recommend or provide access to plagiarism software which university may use to detect plagiarism before awarding the degree.
- 11. The INFLIBNET Centre replicates the content of thoses and dissertations on different server and other auxiliary storage media. However, the INFLIBNET Centre does not take the responsibility for the archiving or backing-up of loarted content. The universities, therefore, should also keep a back-up of their theses and dissertations.

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Registral was the Pilosy are Long Appen 12.INFLIBNET Centre also maintains a repository called "Shodhgangotri" for hosting the approved synopses of research topic submitted to the universities by the students for registering themselves under the doctoral programme. Research students/their supervisors are encouraged to submit approved synopses/research proposals and register their priority on a research proposal through the repository.

#### II. The University

- The University would grant non-exclusive worldwide tidense to the INFLIBNET Centre for hosting and distributing their theses in digital format in "Shodhganga"/ "Shodhgangotri" or any other server designated for this purpose.
- The University / its researcher scholars agree to host / upload a computerized machine-readable file in mutually agreed format of all theses on to the 'Shodhganga'/Shodhgangotri' server at the tNFLIBNET.
- The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
- The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary intrestructure including manpower support for operation of ETDs.
- 5 Commits to utilize the assistance provided by the UGC on recommendation of the INFLIBNET for Implementation of ETDs including their digitization.
- 6. Deputes at least one person from the university (from Ebrary field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person framed by INFLIBNET on ETD is / are deployed for the same job.
- 7 Arranges to provide training to research scholars or users of its library and staff of colleges affil ated to University in creation of electronic version of theses and their deposition in the ETDs.
- Ensures use of slandard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs.
- 9 Creates bibliographic records of all theses and dissertations submitted to the university in standard bibliographic formats prescribed by the INFLIBNET Centre from time-to-time and contributes these records for inclusion in the INFLIBNET's Union Catalogue (IndCat).
- 10. Commits to sharing of library ETD resources / databases with the INFLIBNET Centre as well as with other universities.

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- 11.The University would agree to host their ETDs in the digital repositories 'Shodhganga or other servers' set-up at the INFLIBNET Centre, and grant non-exclusive licence to the Centre to make electronic version of theses in full-text (theses that are born digital as well as those that are digitized using scanners / digital cameras) accessible through open access ETD.
- 12. The University shall not use electronic version of theses digitized using funds given by the UGC for any commercial purposes. The University shall not rent, soil or license the use of or deliver or release or otherwise part with the possession of the systems / software or the INFLIBNET ETDs databases, Shodhganga or any part thereof to any other party (individual, institution, organization, etc.)
- 13 The University will also commit their own funds or grants for (utfillment of the project, if the project on implementation of ETDs demands more resources and funds to complete it.
- 14. The University will use the plagiarism software recommended by the INFLIBNET and made accessible to test the thesis submitted by the student for plagiarism before awarding the Degree. If the university is not subscribing to such software, it will use the software from the nearest Regional Centre, if any.
- 15.University would encourage and ensure that Research Scholars/ Research Supervisors deposit host their approved Research Proposals/ approved synopses on the 'Shodhgangotri' once Ph.D. is registered.

#### III. Termination

Both, the Parties, will have rights to terminate the MoU at any time in case of breach of obligations and terms and conditions of the MoU. This MoU signed hereunder may be terminated by either party at anytime upon ninety (90) days prior written notice. Upon termination of this Agreement, the INFUBNET / University will stop hosting their theses immediately white keeping the theses already deposited by the University in its archives for its users. The University shall stop using the INFUBNET's ETD facilities and databases and return any software / hardware or digitized content provided by or through the INFUBNET, back to INFUBNET within the 3 months notice period.

IN WITNESS WHEREOFF, the parties hereto executed this MoU on this date above mentioned

UNIVERSITY:

Vice Chancellor / Registrar, or designated authority.

(Name, Signature and Seal)

INFLIBNICE.

Prof J P Singh Joorel,

Director

INFLIBNET Centre,

An ICC of University Grants Commission.

Infocity, Candhinagar - 382 007.

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Registrar hatoxal Law University and Judgal Academy, Jasam

( MARTAHUDDIN AHMED)

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