

MEMORANDUM OF UNDERSTANDING

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 Understanding.

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 programmes 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:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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 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;
8. 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;

9. 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

1. 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).
2. 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.

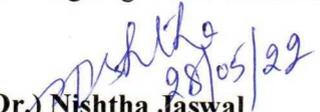
V. NON-BINDING NATURE OF MEMORANDUM

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.

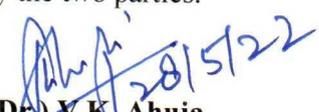
VI. TERMINATION

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. 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

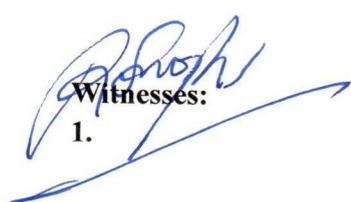
National Law University and
Judicial Academy, Assam

Date: - 28-05-2022

Date: - 28-05-2022

Place: - Shimla

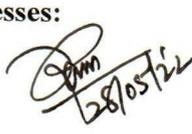
Place: - Shimla


Witnesses:

1.

Witnesses:

2.


28/05/22