EXCHANGE AGREEMENT

between GRIFFITH UNIVERSITY, AUSTRALIA

and NALSAR UNIVESITY OF LAW, INDIA

In recognition of the mutual benefits derived from scholarly interaction, Griffith University, Queensland, Australia and NALSAR University of Law, Hydrabad, in the State of Andhra Pradesh, India agree to establish exchange arrangements.

1. **DEFINITIONS**

For the purpose of this agreement, "home" institution shall mean the institution at which the student intends to graduate, and "host" institution shall mean the institution which has agreed to accept the student from the home institution.

Semester or academic year shall normally refer to the period relevant to the host institution.

2. PURPOSE OF THE AGREEMENT

The general purpose of this Agreement is to establish specific educational relations and co-operations between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.

The purpose of exchange between faculty members is to promote collaborative research, other educational developments and to further mutual understanding.

The purpose of each student exchange is to enable students to enrol in subjects at the host institution for credit which will be applied towards their degrees at their home institution.

3. STUDENT EXCHANGES

(1) NUMBER

Each institution is prepared to send students and receive the equivalent number in exchange annually. Normally the exchange will involve a maximum of two students per academic year from each institution, or one student per semester from each institution. Up to four students per year may be exchanged subject to satisfactory arrangements being agreed between the parties.

(2) PARITY

While parity in the number of exchanges is the goal, the institutions recognise that it may not be possible in any given semester of the exchange. Every effort will be made to achieve parity over a period of three academic years.

(3) QUALIFICATIONS

Each exchange student should demonstrate his/her academic proficiency by a certified transcript.

(4) COSTS

(a) Tuition

Students will pay their regular tuition and fees to the home institution. No further tuition costs will be charged by the host institution.

(b) Board and Room Charges

Each student will receive every assistance from the host institution in locating suitable accommodation. The cost of accommodation, including food, is the responsibility of the exchange student.

(c) Transportation

Each student is responsible for his/her own international transportation costs (unless special arrangements are made by the home institution). Each institution will make every effort to meet arriving student at the airport nearest the campus and transport them to the institution.

(d) Medical Insurance

Each exchange student is responsible for making arrangements for a suitable insurance plan, which must include sufficient medical coverage. The cost of the insurance will be paid by the exchange student (unless special arrangements are made by the home institution).

4. GENERAL PROVISIONS

(1) ACADEMIC CONTENT

Exchanges will conform to the requirements of the home institution. Exchange students will be subject to the rules and procedures as specified in the host institution's handbook for the academic year in which they enrol.

- (a) Students are to be undergraduates and preference will be given to students who have completed their first year of study at the home institution.
- (b) Exchange students will participate in the normal academic courses offered by the host institution.
- (c) In selecting courses, students may choose from the range of courses offered at each institution. The responsible officers will inform each other about any courses which may have limited enrolment and will make every effort to assist students in enrolling in such courses.

(2) EXCHANGE STUDENTS' RECORDS

Prior to the final selection of students for participation in the exchange, each institution will provide the other with information about the performance and academic background and record, together with letters of recommendation. It is understood that both institutions will strive to select only individuals of the highest quality for participation in the programme. Each institution reserves the right of prior approval of the individuals nominated by the other.

(3) ACADEMIC RESOURCES

Each student will be provided with the same academic resources and supporting services as are normally provided to others at the host institution of the same academic level. An academic adviser will be designated to assist students enrolled in the exchange programme.

(4) ACADEMIC CREDIT

Details pertaining to academic credit will be negotiated separately and will not be part of this Agreement. Negotiations on academic credit transfer will be undertaken by exchange of letters between appropriate officers at each institution.

(5) EXCHANGE STUDENTS' FAMILIES

It is not anticipated that spouses or dependents will accompany any of the students. Where such an arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses incurred by accompanying spouses or dependents are the responsibility of the individual exchange student.

5. FACULTY AND STAFF EXCHANGES

It is hoped that there will be an exchange of academic staff who will give a series of lectures for periods of time ranging from a week to a semester. The two institutions agree in principle to the possibility of other staff exchanges as well. The details of such arrangements will be negotiated at the appropriate time.

6. ADMINISTRATION

(1) ANNUAL PROGRAMME CALENDAR

Exchanges may take place for an academic year or for either semester. A student who leaves the programme early for any reason is not entitled to a refund of tuition paid at the home campus or any accommodation charges assessed at the host institution.

(2) PROGRAMME REVIEW

Both institutions will be responsible for a regular review of the programme no later than April 1 of each year. This review may make appropriate and mutually agreed modifications as required and identify new opportunities for co-operation in scholarship and research.

(3) PROGRAMME APPROVAL

Proposals for succeeding years' exchanges will be prepared and reviewed prior to April 1 of each year. Each institution will exchange information about their opportunities and specific needs for the period designated, with an identification of the resources that will be available to support the exchanges at each institution.

7. TERMINATION

This Agreement shall be in force for a period of five years from the date of its enactment and shall be renewable by mutual consent at the end of that period for a second five year period. This agreement may be terminated prior to that time on condition that notice of intent to terminate is provided by the initiating institution at least twelve months prior to termination. This agreement may be amended or modified at any time by the mutual consent of the cooperating institutions. The termination of this agreement shall allow for any participating students who have commenced at either institution at the date of the termination to complete their approved course of study.

The Agreement has been accepted by the Vice-Chancellor of Griffith University and the Director of NALSAR University of Law and supersedes any existing Agreement.

Professor Ranbir Singh

Director

NALSAR University of Law

4 June 2002.

Professor Royce Sadler Acting Vice-Chancellor Griffith University

D. R. Sadle

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

Griffith University of Kessels Road, Nathan, Brisbane in the State of Queensland, Australia:

AND

NALSAR, University of Law. Hyderabad in the State of Andhra Pradesh, India, Individually a party and collectively parties to this Memorandum.

The parties believe that:

- 1. Mutual benefit can be derived from scholarly interaction, cultural interchange, cooperative research and other forms of academic collaboration:
- 2. The parties intend to cooperate in respect of the following matters:
 - (i) Exchange of academic staff for purposes of teaching and research;

(ii) Research collaboration;

- (iii) The development of fee-paying postgraduate programs for delivery at NALSAR, at Griffith or both;
- (iv) To explore the possibility of developing jointly taught undergraduate programs for which approval from Indian admitting authorities would be sought;
- (v) Mutual assistance in the preparation of seminars, conferences and workshops;
- (vi) Exchange of academic papers, publication materials or other information;
- (vii) Co-operation in training projects for specified areas of development
- 3. The terms of specific areas of cooperation shall be further considered and agreed upon in writing by the parties prior to the initiation of any particular activity.
- 4. Any specific program will be subject to mutual consent, availability of funds and approval of both parties.
- 5. The parties agree that this Memorandum of Understanding is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences, but it is only a definite expression and record of the purpose of the parties to which the parties are bound in honour only.
- 6. This Memorandum of Understanding will be effective when both parties have signed this Memorandum.

SIGNEDAY

Professor Drew Nesdal Pro-Vice Chancellor

Griffith University

Hovember 24, 2001

Date

rofessor Rambir Singl

Director

NALSAR University of Law November 24, 2001

Date

RENEWAL OF AGREEMENT

FOR THE EXCHANGE OF STAFF AND STUDENTS

BETWEEN

NALSAR UNIVERSITY OF LAW, INDIA

AND

THE RADZYNER SCHOOL OF LAW, IDC HERZLIYA, ISRAEL

1. PURPOSE

NALSAR University of Law and The Radzyner School of Law wish to renew the Memorandum of Understanding that was signed on January 8, 2007 ("Original Agreement") establishing a Staff and Student Exchange Programme between the two institutions.

The Original Agreement is to be renewed from the date of expiration of the Original Agreement and to remain in operation until terminated by either party with six months notice of termination to the other party.

2. TERMS OF THIS RENEWAL AGREEMENT

Both parties agree that the terms of this Renewal Agreement shall be the same as the Original Agreement.

SIGNED for and on behalf of:-

NALSAR University of Law by:	Radzyner School of Law by:		
Suig8/4/2010	Prof. Moshe Bar Nh (Surnovski)		
Vice-Chancellor	Dean		
Date:	Date: 8 4 2010		





MEMORANDUM OF UNDERSTANDING

between

NALSAR UNIVERSITY OF LAW

and

RADZYNER SCHOOL OF LAW, THE INTERDISCPILINARY CENTER HERZLIYA

NALSAR University of Law, Hyderabad, India and The Radzyner School of Law at the Interdisciplinary Center Herzliya, Israel, believing the extension and strengthening of scientific exchange and cooperation to be of mutual value to their institutions and to the development of understanding between our peoples, hereby record their intentions to promote academic and educational exchange between their institutions through the following activities.

1. STAFF EXCHANGE

1.1 Exchange of Academic Staff

The two institutions may nominate their academic staff to participate in an exchange for the purpose of study or lecturing in the other university on a reciprocal basis. The participant is subject to approval by the host university. The period of exchange will normally be one semester, however in exceptional circumstances, consideration may be given to two semesters. The host university will provide a university appointment, library and research facilities, and other assistance as far as possible. The sending university will also maintain its academic staff on full salary during the period of the exchange. The host university will assist the visiting academic staff in locating living accommodation.

1.2 Visiting Academic Staff

In addition to the reciprocal exchanges, either university may invite faculty members of the other university for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the home university. In such cases the inviting university will make appropriate funding arrangements agreed to in advance.

1.3 Visiting Research Fellows

Either university may nominate one or more of its faculty to visit the other university for the purpose of advanced study or research, subject to the approval of the host university. In such cases, the sending university will provide the Research Fellow with normal salary based on the sending institution's regulations. The host university will provide institutional courtesies, library and research facilities and an appropriate appointment.

2. Student Exchange

- 2.1 Each university may send students, either undergraduate or graduate, to the other university in appropriate fields of study.
- 2.2 Both institutions agree that the exchange program for degree training should follow the educational system and regulations of the counterpart university. Students must submit their applications to the other college or faculty through their own university.

3. Cooperative Research

3.1 Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The cost and conditions of such agreements will be negotiated individually.

4. Exchange OF Academic Materials

4.1 Each university shall exchange all relevant materials, such as those relating to the library, on a regular basis. The libraries can also exchange reference materials for research purposes.

5. Terms of Co-Operation

- 5.1 The terms of co-operation for each specific activity implemented under this Memorandum of Agreement shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.
- 5.2 Any such agreement entered into, as outlined above, will form an Appendix to this Memorandum of Agreement.

6. Co-Ordination of the Exchange

- 6.1 Each institution shall designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon.
- 6.2 Through these offices, either party may initiate proposals for activities and specific details of any such activities will be set forth in a letter of agreement.

Renewal, Termination and Amendment 7.

- This Agreement will commence on the date of signature and will commence 7.1 effect for 3 years. After this initial 3-year period, the Agreement may be extended for further 5-year periods where both parties provide prior written consent.
- For this purpose, the responsible parties will be the Dean, Radzyner School of 7.2 Law, Herzliya, Israel and the Vice-Chancellor of NALSAR University of Law, Hyderabad, India.

For Radzyner School of Law

For NALSAR University of Law

Professor Amir N. Licht

Dean

Date: 3/12/06

Vice-Chancellor

Date: 8/01/2007.

Professor Amnon Rubinstein

President own Rub

Date: 4.12.06





APPENDIX TO MEMORANDUM OF UNDERSTANDING STAFF EXCHANGE AGREEMENT

between

NALSAR UNIVERSITY OF LAW

and

RADZYNER SCHOOL OF LAW, THE INTERDISCPILINARY CENTER HERZLIYA

This is an Appendix to a Memorandum of Understanding between NALSAR University of Law and the Radzyner School of Law signed on _____. The Memorandum of Understanding together with this signed Appendix shall constitute an exchange agreement.

In furtherance of their mutual interests in teaching and research, desire to strengthen mutual contact and as a contribution to increased international cooperation the Radzyner School of Law at the Interdisciplinary Center Herzliya, Israel, (hereafter referred to as IDC) and NALSAR University of Law, Hyderabad, India (hereafter referred to as NALSAR) have approved the following staff exchange agreement.

1. OBJECTIVE OF THE AGREEMENT

The purpose of the Agreement is to establish the terms and conditions under which the exchange of staff between IDC and NALSAR shall take place.

2. REMUNERATION OF VISITING STAFF

Payment to staff members who are invited to give a course shall be made in accordance with the standard protocol in place for visiting academic staff at the inviting institution and as agreed to with the particular staff member.

NALSAR shall provide accommodation to IDC visiting staff at its own facilities subject to availability and as agreed to with the particular staff member.

IDC shall provide accommodation to NALSAR visiting staff subject to availability and as agreed to with the particular staff member.

3. TERMINATION AND MODIFICATION OF THE AGREEMENT

This Agreement will commence on the date of signature and will continue in effect for 3 years. After this initial 3-year period, the Agreement may be extended for further 5-year periods where both parties provide prior written consent.

The agreement may be terminated or altered by either party provided that written notice of intent to terminate is given at least six months prior to termination. Commitments already in progress shall be fulfilled.

Each institution shall have the option of terminating an exchange arrangement as it pertains to an individual staff member, should the staff member violate laws or regulations of the host institution or be found by a court of law to have violated the law of the host country.

Signed on behalf of

For Radzyner School of Law

Professor Amir N. Licht

Dean

Date: 3/12/06

For NALSAR University of Law

Professor Ranber Singh

Vice-Chancellor

Date:

8/01/2007.

Professor Amnon Rubinstein

President

A wasy

Date:

: 1

4.12.06



ZD, VoCh. 6002 Luzern

Prof. K.V.S. Sarma, Registrar, NALSAR University of Law, Justice City, Shameerpet, PIN-500078, R.R. District, Andhra Pradesh, India International Relations Office Dr. phil. Chantal Vögeli

Lucerne, October 17, 2012

Bilateral Agreement

Dear Prof. Sarma

Please find enclosed two copies of the signed Renewal of Agreement between our two institutions. Please have them both signed by your Vice-Chancellor and return one copy via postal mail to the following address:

University of Lucerne
Dr. Chantal Vögeli
International Relations Office
Frohburgstrasse 3
P.O. Box 4466
6002 Lucerne
Switzerland

We are very much looking forward to a fruitful continuation of our cooperation.

Kind regards

Dr. Chantal Vögeli

Head of International Relations Office



RENEWAL OF AGREEMENT

FOR THE EXCHANGE OF STAFF, STUDENTS AND ACADEMIC CO-OPERATION BETWEEN

UNIVERSITY OF LUCERNE, SWITZERLAND NALSAR UNIVERSITY OF LAW, INDIA

1. **PURPOSE**

University of Lucerne and NALSAR University of Law wish to renew the Exchange Agreement that was signed on June 15, 2007 ('original Agreement") establishing a staff, student exchange and academic co-operation between the two institutions.

The original Agreement is to be renewed from the date of expiration of the original Agreement and remain in operation until terminated by either party giving the other party six months notice of termination.

2. TERMS OF THIS RENEWAL AGREEMENT

Both parties agree that the terms of this renewal Agreement shall be the same as the original Agreement.

SIGNED for and on behalf of:

University of Lucerne by:

Prof. Dr. Paul Richli

Rector

Date: 15/10/12

NALSAR University of Law by:

Prof. Faizan Mustafa

Vice-Chancellor

Date: 09/11/2012

GENERAL FRAMEWORK AGREEMENT FOR COOPERATION

between

University of Lucerne (Switzerland)

and

NALSAR University of Law (India)

In order to foster academic cooperation between the NALSAR University of Law and the University of Lucerne, the two institutions have agreed to the following framework based upon principles of mutual equality and reciprocity of benefits:

- 1. The two institutions will work toward developing suitable arrangements for the exchange of visiting scholars and guest lecturers.
- 2. The two institutions will work toward developing suitable arrangements for the exchange of teachers and students for a summer course.
- 3. The two institutions will exchange information on undergraduate, graduate and professional programs and explore opportunities for mobility of students.
- 4. The two institutions will seek opportunities to cooperate in a variety of areas. The details of specific projects will be determined by mutual agreement of both institutions. The form of cooperation may vary with the goal of each project.
- 5. The two institutions will exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects where possible and appropriate.
- 6. The two institutions will extend invitations for attending scholarly and technical meetings and assist in making arrangements for attending national and international conferences.
- 7. The two institutions shall link to one another on their respective web sites.
- 8. Arrangements concerning specific details of financial support will be made by individual written, agreement applicable to each particular situation.
- 9. This Agreement may be modified by mutual consent. The Agreement will be in effect form the date of signature for a period of five years. It shall be reviewed and upon mutual agreement may be extended for an additional period of five years.

Name of institution: University of Lucerne

Name and status of the official representative: Prof. Dr. Rudolf Stichweh, Rector

Signature:

Name of institution:

NALSAR University of Law

Name and status of the official representative:

Signature:

Agreement to Participate in Education Abroad Program

between

University of Lucerne (Switzerland)

and

NALSAR University of Law (India)

To enhance the educational process and their respective institutions, the University of Lucerne in Switzerland and the NALSAR University of Law in India agree to establish the following reciprocal student exchange program based upon principles of equality and reciprocity:

- 1. Each academic term during the term of this agreement, each institution may send selected students, including graduate students, to be enrolled at the other institution. The number of students may be modified from time to time by mutual agreement. It is understood that a balance in numbers of students exchanged shall be sought over a five Control of the second ୍ୟାନ୍ତି (ମଧ୍ୟ ହେଇ) vear period.
- 2. Participating students under this agreement shall be enrolled as non-degree students at the host university for a period not exceeding twelve consecutive months. Credit will be transferred back to the home university with a transcript of results provided to the home institution as soon as possible after completion of the exchange.
- Students participating in this exchange shall be exempt from paying tuition and academic fees to the host institution, however they shall pay whatever fees are required of them by their home institution in order to participate in the program. Each student will be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.
- Participating students will be selected by their home institution on the basis of the following criteria which shall generally apply but may be varied in appropriate cases:

 - a. Students shall have completed at least one year of university work prior to participation in the exchange;
 b. Good academic standing, as reflected by student's class in previous academic work at the home university.
- Participating students seeking admission to the host institution under the terms of this agreement shall meet the student exchange admission requirements of the host institution. Candidates who cannot be suitably placed may be refused.
- Students participating under this agreement shall pursue an academic program developed in consultation with the student's home institution.
- Each institution shall appoint an Advisor, who shall provide advisory and other academic services to students participating in the exchange under the terms of this agreement.
- Students participating under the terms of this agreement shall be subject to the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students in the host campus.
- Each institution shall make reasonable efforts to assist students participating under the terms of this agreement in finding suitable accommodations. The cost of such housing shall be paid by the students as individuals.
- 10. Students participating under the terms of this exchange agreement shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at the host institutions.
- 11. Both institutions may, at any time, review this agreement and the actions taken under it and, by mutual agreement, make any necessary modifications to it.
- 12. This agreement shall be effective upon signature by representatives of both institutions for five years. Either institution may terminate this agreement as of the end of any academic year by giving at least six months notice. This agreement may be extended by agreement of both institutions for a further specified period.

The undersigned agree to this agreement on behalf of their respective institution;

on behalf of the University of Lucerne

Prof. Dr. Rudolf Stichweh, Rector

Signature:

on behalf of the

NALSAR University of Law

Signature:

Office of the Dean

10015 S.W. Terwilliger Blvd. Portland, Oregon 97219-7799 Phone 503-768-6601 Fax 503-768-671 law.lclark.edu

November 18, 2009

Prof. (Dr.) Veer Singh Vice-Chancellor NALSAR University of Law, Hyderabad 3-4-761, Barkatpura, Hyderabad 500 406

Dear Vice-Chancellor Singh:

Enclosed please find one fully executed original Memorandum of Understanding between NALSAR, University of Law, Hyderabad and Lewis & Clark Law School.

We look forward to the many exciting possibilities this partnership will bring in the future.

Warm regards.

Sincerely,

Robert H. Klonoff

Dean & Professor of Law

Enclosure

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Memorandum of Understanding

between

The NALSAR University of Law, Hyderabad, India

and

Lewis & Clark Law School, Portland, Oregon, United States of America

Memorandum of Understanding

The NALSAR University of Law, Hyderabad, India (hereinafter NALSAR) and Lewis & Clark Law School, Portland, Oregon, United States of America, (hereinafter Lewis & Clark Law School), believing the extension of academic and scholarly exchange and cooperation to be of mutual value to their respective institutions and to the development of understanding between peoples of both the countries, hereby undertake efforts to promote academic and educational exchanges and to explore various other avenues for mutual cooperation.

In order to promote co-operation between NALSAR and Lewis & Clark Law School, the parties agree as follows:

- 1. Both NALSAR and Lewis & Clark Law School will encourage direct contact and cooperation between their faculty, students, and other staff;
- 2. Both NALSAR and Lewis & Clark Law School intend to pursue the following general forms of co-operation within fields that are mutually acceptable:
 - a. Visits by and exchange of students for the purposes of study and research.
 - b. Visits by and interchange of staff for the purposes of research, teaching, and discussions.
 - c. Exchange of information including, but not limited to, exchange of library materials and research publications.
 - d. Joint course development and delivery.
 - e. Joint conferences, seminars and other meetings.

- f. Joint research activities.
- g. Joint research publication on mutually agreeable terms and conditions.
- 3. Towards this, both NALSAR and Lewis & Clark Law School, agree to the following:
 - a. Collaboration of faculty and staff for research, lectures, discussions, and other academic pursuits.
 - b. Reciprocal exchange of students for study and research. Students from each university will pay tuition and fees at the home institution in order to take courses and/or conduct research work while in residence for one semester or for an academic year at the host institution. They will also have to bear all other costs, like housing, themselves.
 - c. Exchange of published information.
- 4. Themes of joint activities and the conditions for utilizing results achieved and arrangements for specific visits, exchanges, and other forms of cooperation will be developed mutually for each specific case. Both parties understand that except as provided in Paragraph 3 above, all financial arrangements will have to be negotiated and will depend on the availability of funds.
- 5. During the first three years of the MoU, the following are intended to be the major areas of focus and collaboration between the two institutions:
 - a. Environmental Law;
 - b. Animal Law:
 - c. Class Actions;
 - d. Intellectual Property Law;
 - e. Alternate Dispute Resolution; and
 - f. Other subjects as mutually agreed upon.
- 6. The parties acknowledge that the academic and research standards properly established by each of them must be maintained at all times and that the

relationship between the parties will not operate to constrain the other party from applying those standards;

- 7. The duration of this Memorandum of Understanding will be for an initial period of three years and may be extended by mutual consent thereafter; and
- 8. The terms and conditions of this Memorandum of Understanding may be varied by a further written document duly signed by both the parties.

Signed by the parties as a Memorandum of Understanding by:

Robert H. Klonoff

Dean and Professor of Law Lewis & Clark Law School

Portland, Oregon, U.S.A

Prof. Veer Singh

Vice-Chancellor

NALSAR University of Law

Justice City, Shameerpet,

R.R. District

Hyderabad - 500078, AP, India.

Date: November 1/2, 2009

November $\frac{1}{3}$, 2009



MEMORANDUM OF UNDERSTANDING INTERNATIONAL CO-OPERATION between

MACQUARIE UNIVERSITY NSW, Australia

and

NATIONAL ACADEMY OF LEGAL STUDIES AND RESEARCH UNIVERSITY OF LAW (NALSAR) Hyderabad, India

Macquarie University and NALSAR seek to enhance relations between the two universities by establishing a general agreement to encourage academic co-operation and exchange of information to enhance Teaching and Learning, to build capacity for academic leadership, and to enrich the options available to staff and students in pursuit of academic excellence.

Within each of the university's framework of regulations, and subject to the availability of resources. the following programs and activities will be encouraged:

0	Exchange of staffJoint research activities and publications		Student Exchange	
			Study Abroad	
	Joint conferences and other academic meetings	•	Other programs by negotiation and mutual agreement	

Prior to the initiation of any particular program or activity, the universities shall consult and agree in writing regarding the specific areas and details of cooperation within the framework of this agreement.

Each program or activity will be subject to a formal Agreement between the Universities.

The appropriate authority of each university is as follows:

For Macquarie University: Professor Judyth Sachs, Deputy Vice-chancellor (Provost)

For NALSAR: Professor Faizan Mustafa, Vice-Chancellor.

All visits/exchanges of staff or students will be subject to compliance with entry and visa requirements of the two countries involved, and the requirements of the two universities. Unless otherwise agreed in writing, all expenses of salary, travel, living and allied costs will be determined at the discretion of, and be the responsibility of, the visitor's home university.

This memorandum becomes effective from the date of the last signature and remains in force for a period of five (5) years. Either University may terminate this memorandum by giving six months written notice to the other party. It may be extended by mutual consent of the two universities, or amended by the exchange of letter.

Signed on behalf of:

Macquarie University **Professor Judyth Sachs** Deputy Vice-chancellor (Provost)

Professor Faizan Mustafa Vice-Chancellor

09/11/2012



Macquarie International

www.international.mq.edu.au Building E3A, Level 1

MACQUARIE UNIVERSITY NSW 2109 AUSTRALIA

Phone +61,(0)2 9850 6942 Fax +61 (0)2 9850 7733

Email Carolina.rodriguez@mq.edu.au

15 January 2013

Prof. Vijender Kumar
Professor of Law and Commonwealth Fellow
Coordinator, International Student Exchange Programme
NALSAR University of Law
Justice City, Shameerpet, R.R. Dist.500 078
A.P. INDIA

Dear Prof. Kumar,

RE: MOU AGREEMENT

Please find enclosed a fully executed copy of the International Cooperation and Exchange Agreement between NALSAR University of Law and Macquarie University.

Macquarie University is honoured to enter into this agreement with NALSAR and trusts that our two institutions will share a productive and mutually beneficial collaborative relationship. Yours sincerely,

Angela Bollard

Project Officer, International Agreements

Macquarie International

Telephone: +61 2 9850 6942

Fax: +61 2 9850 7733

Email: Angela.bollard@mq.edu.au

INTERNATIONAL CO-OPERATION AND EXCHANGE AGREEMENT

BETWEEN

MACQUARIE UNIVERSITY (CRICOS Provider Number 00002J) of Macquarie University, NSW, 2109, Australia "Macquarie"

AND

NALSAR UNIVERSITY OF LAW, Justice City, Shameerpet, Hyderabad, R.R. District 500 078, A.P., INDIA, "NALSAR"

BACKGROUND

- A. Macquarie University is a University providing higher education programs in Australia.
- B. NALSAR is a University providing higher education programs in India
- C. Macquarie and NALSAR have agreed to enter into a mutually beneficial relationship and establish a Student Exchange Program to broaden the scope of the academic curriculum, create educational relations and cooperation between the Institutions and to promote academic and cultural linkages, enrichment and understanding.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

Alternative Programs means programs of less than one Study Period designed to provide Exchange Students with intensive study opportunities.

Applicant means a student who applies for acceptance into the Student Exchange Program.

Application means an application for admission to the Student Exchange Program.

Exchange Period means the period of enrolment of the Exchange Student at the Host Institution under the Student Exchange Program.

Exchange Student means a student accepted into the Student Exchange Program.

Governance Legislation means the legislation under which an Institution is established and includes any delegated legislation, rules, policies and procedures.

Home Institution means the Institution at which the Exchange Student is formally enrolled as a degree candidate.

Home Institution Program means an academic program offered by the Home Institution in accordance with the Home Institution Governance Legislation.

Host Institution means the Institution at which the Exchange Student is enrolled for the Exchange Period under the Student Exchange Program.

Institution means either Macquarie or NALSAR as the context dictates.

Non Award Student means a non-degree enrolled student attending either Macquarie or NALSAR for either one or two Study Periods.

Student Exchange Program means the program established by this agreement.

Study Period means each period of study for which an Exchange Student is enrolled at the Host Institution being a semester or its equivalent.

Subject means a course or unit of study which meets the academic requirements of, and has been approved for credit towards the academic program at, the Home Institution.

Term means the period set out in clause 2.

1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a policy, document or agreement (including this agreement), or a provision of a policy, document or agreement (including this agreement), is to that policy, document, agreement or provision as amended, supplemented, replaced or notated;
- (iii) a party to this agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party;
- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

1.3 TERM

This agreement commences on the date of last signature for a period of 3 years unless it is otherwise terminated in accordance with clause 13.

2. EXCHANGE OF STAFF

Proposals for staff exchange or collaboration including joint research and publication will be determined on a case by case basis within the Faculty concerned with due regard to the potential benefits for both individuals and the partner institutions.

3. BALANCED EXCHANGE

3.1 Achieving a balanced exchange

- (a) Over the course of the agreement Term, Macquarie and NALSAR will seek to achieve a balanced exchange in the number of Exchange Students exchanged between the two Institutions. It is envisaged that up to two (2) students from each university may attend the partner university to pursue studies in Law that may be accredited in their program of study to their LLB.
- (b) Both Institutions will review the Student Exchange Program annually for any imbalance in the number of Exchange Students and will adjust enrolments in the following year to restore balance.
- (c) An Institution with a deficit in hosting Exchange Students may agree to accept students enrolled in Alternative Programs in substitution for Exchange Students enrolled in Study Periods under this agreement.

3.2 The Exchange Period

- (a) The Exchange Period may be for one or two Study Periods as agreed between the Institutions prior to the Exchange Period commencing.
- (b) One student enrolled for two Study Periods is equivalent to two students enrolled for one Study Period each.

4. SELECTION OF EXCHANGE STUDENTS

4.1 Screening Applicants

The Home Institution will screen Applicants according to the admission requirements of the Host Institution as set out in Schedule 1. The Host Institution reserves the right to make a final judgement on the admissibility of each Applicant nominated for exchange.

4.2 Selection criteria

Applicants must:

- (a) meet the admission requirements of the Host Institution as set out in Schedule 1;
- (b) meet the Host Institution's entry requirements for enrolment in the Subject;
- (c) complete the Host Institution's Application form and provide supporting admission documents as required by the Host Institution;
- (d) submit a proposed study plan approved by both Institutions;

- (e) obtain the agreement of his or her Home Institution that the successful completion of the Subject will be credited towards the Home Institution Program; and
- (f) enrol at both Institutions for the entire Exchange Period in a full time enrolment load.

5. ACCEPTANCE AND ENROLMENT

5.1 Acceptance of Host institutions offer

Applicants must personally accept the Host Institution's offer according to the Host Institution's acceptance procedures notified to the Applicant in the offer correspondence. The Home Institution must not accept a Host Institution's offer on behalf of an Applicant.

5.2 Enrolment

- (a) The Host Institution does not guarantee enrolment in any given course. Enrolment is subject to course availability, enrolment conditions established for a course and scheduling constraints.
- (b) Exchange Students are not candidates for degrees of the Host Institution.

6. HOME INSTITUTION RESPONSIBILITIES

6.1 Collecting Applications

The Home Institution is responsible for collecting Applications. The Home Institution must send Applications to the Host Institution by the deadlines set out in Schedule 2 unless notified otherwise by the Home Institution.

6.2 Advice to Applicants

The Home Institution will advise each Applicant in writing that acceptance into any Host Institution course, program or unit of study does not entitle the Applicant to entry into any other Host Institution course, program or unit of study or any exemptions from study. Entry or exemptions from study in any other such program is subject to the Host Institution's relevant requirements.

6.3 Credit for Subjects

The Home Institution will determine and notify the Exchange Student whether a Subject is successfully completed by him or her and to what extent it will be credited to the Home Institution's Program.

7.1 Student Visa

The Host Institution will provide the Home Institution with relevant documentation to assist the Exchange Students in obtaining a student visa.

7.2 Acceptance of Applicants

The Host Institution may accept or reject Applications at its discretion. The Host Institution will provide the final written confirmation of placement to the Home Institution in the form of a letter to successful Applicants.

7.3 Enrolment

The Host Institution will enrol a successful Applicant as a full time Non Award Student for the duration of the Exchange Period.

7.4 Facilities and Services

The Host Institution will provide the following facilities and services at no cost to the Exchange Student:

- (a) tuition and related services;
- (b) orientation program;
- (c) reports and statements of results; and
- (d) the same academic resources and support services generally available to all students at the Host Institution.

7.5 Accommodation

Macquarie University will guarantee accommodation if an Exchange Student's Application is received prior to the deadlines set out in Schedule 2.

NALSAR will guarantee accommodation for incoming students subject to payment as applicable from time to time.

7.6 Statements of results

- (a) The Host Institution will provide official transcripts to the Home Institution according to institutional protocol after the release of results at the end of each Study Period. Upon request, the Host Institution will also provide one copy of the statement of results to the Exchange Student.
- (b) The Host Institution will supply to the Home Institution all reasonable information requested about the conduct and content of the Subjects and any other academic activities undertaken by the Exchange Student to enable the Home Institution to calculate credit accurately and fully.

8. EXCHANGE STUDENT RESPONSIBILITIES

8.1 Financial costs

Each Exchange Student is responsible for, and must satisfy the Home Institution that he or she is able to meet the financial costs of, the following items during the Exchange Period:

- (a) costs related to language proficiency testing;
- (b) travel to and from the Host Institution;
- (c) textbooks, stationery etc;
- (d) travel documentation, visa requirements etc;
- (e) accommodation, meals and living expenses;
- (f) applicable student association fees;
- (g) medical/health and personal injury insurance as required by the Host Institution and country of destination;
- (h) personal travel within the country of destination;
- (i) costs associated with dependents including education and living expenses;
- (i) all other debts and incidental expenses incurred during the Exchange Period.

8.2 Tuition Fees

Exchange Students participating in the Student Exchange Program will be exempt from paying tuition and academic fees to the Host Institution. Exchange Students must register/enrol at their Home Institution and pay the fees required of them by their Home Institution in order to participate in the Student Exchange Program.

8.3 Visa

Each Exchange Student must obtain the appropriate student visa and entry documents as required by the Host Institution's country.

8.4 Host Institution's Governance Legislation

Exchange Students are subject to the Host Institution's Governance Legislation and codes of conduct for enrolled students. Each Exchange Student will provide written consent to each Institution to disclose their personal or private information to the other Institution for the purposes associated with the Student Exchange Program.

8.5 Health Cover

Incoming Exchange Students to Macquarie University are required to register for Overseas Student Health Cover as required by the Australian Government and incoming Exchange Students to NALSAR are required to register for any compulsory health cover of NALSAR's country.

9. WITHDRAWAL OR DISMISSAL

9.1 Completed Exchange

If an Exchange Student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the course, it will be considered a completed exchange by that Exchange Student.

9.2 Required withdrawal

(a) The Host Institution may require the withdrawal of any Exchange Student whose academic standing or conduct warrants such action.

- (b) The Host Institution will consult with the Home Institution before finalising such a withdrawal.
- (c) If an Exchange Student is required to withdraw under this clause 9 it will be considered a completed exchange by the Exchange Student.

10. EXCHANGE STUDENTS' FAMILIES

The Student Exchange Program does not include services and facilities for accompanying spouses and/or dependents. Where an Applicant proposes that he or she will be accompanied, it is subject to the approval of the Host Institution and on condition that all additional expenses and workload are the responsibility of and will be met by the Exchange Student.

11. STUDENT EXCHANGE PROGRAM REVIEW

The Parties will review the Student Exchange Program annually in good faith:

- (a) to identify new opportunities for cooperation in scholarship; and
- (b) consider whether any of the terms of this agreement need modifying.

12. COMPLIANCE WITH AUSTRALIAN LAWS

Australian law requires providers of education and training courses to overseas students to comply with the *Education Services for Overseas Students Act 2000* (ESOS Act) and the National Code made under the ESOS Act. Macquarie will provide NALSAR with accurate information and material(including electronic information and material) about studying at Macquarie University (Macquarie Information).NALSAR agrees to:

- (a) ensure that each prospective Exchange Student is provided with this Macquarie Information; and
- (b) identify Macquarie as the provider of the Student Exchange Program in Australia and include Macquarie's CRICOS Provider Code 00002J in all written material, including material in electronic form, concerning the Student Exchange Program. Such material will generally be provided by Macquarie and must not be modified without prior written approval of Macquarie.

13. TERMINATION

- (a) This agreement may be terminated by either Institution on six months' written notice.
- (b) Any Exchange Student enrolled at the Host Institution at termination will be allowed to complete their exchange program at the Host Institution.

14. INDEMNITY

- (a) Each party indemnifies the other party against any loss, claims, costs or expenses incurred in connection with any unlawful act or negligent act or omission of that party or any of its employees or agents.
- (b) This indemnity survives termination of this agreement.

15. NOTICES

15.1 How to give effective notice

A notice, consent or other communication under this agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by pre-paid mail (by airmail if the addressee is overseas). If it is sent by pre-paid mail it is taken to be received three Business Days (or to a place outside Australia — seven Business Days) after posting. Notices may be sent as PDF documents via email, provided that the original hard copy is sent by mail as soon as practicable.

15.2 Addresses for notices

A person's address is that set out below or as the person notifies:

MACQUARIE UNIVERSITY

Mr Jeff Stewart
Chief Operating Officer
Building E11A
Macquarie University NSW 2109
Australia
Ph: 61 02 98504894
coo@mq.edu.au

NALSAR

Prof. Vijender Kumar
Professor of Law and Commonwealth Fellow
Co-ordinator, International Student Exchange Programme
NALSAR University of Law
Justice City, Shameerpet, R.R. Dist. 500 078
A.P. INDIA

Ph: 91 40 23498210

Email: vijenderkumar@yahoo.com

16. GENERAL

16.1 Governing Law

Any issues arising herewith will be resolved by two Arbitrators one each to be appointed by both the Universities.

16.2 Exercise of Rights

The exercise of a right does not prevent the further exercise of that right or the exercise of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or a variation of the terms of this agreement.

16.3 Operation of this Agreement

- (a) This agreement contains the entire agreement between the parties as to its subject matter and may only be amended in writing signed by both parties.
- (b) Any provision of the agreement which is unenforceable or partly enforceable is where possible, to be severed to the extent necessary to make this agreement enforceable, unless this would materially change the intended effect of this agreement.

16.4 Counterparts

This agreement may be executed in counterparts.

EXECUTED on behalf of MACQUARIE UNIVERSITY oy:-	}	Signature Professor Judyth Sachs Deputy Vice Chancellor- Provost
Mak		Date:
Witness Signature	•	
Lorraine Clark		
Witness Name		1
EXECUTED on behalf of NALSAR by:-)	Signature
		Professor Faizan Mustafa Vice-Chancellor
		Date: 17-12.2012
Witness Signature		
Witness Name		

Schedule 1: Admission Requirements (Clause 4.1)

	Incoming to NALSAR from Macquarie University	Incoming to Macquarie University from NALSAR
Required number of years of full time study completed at Home Institution	4 or 5 years of LLB course (After completion of at least one year Law at Home University)	3 rd or 4 th year students of 5-Year B.A.,LL.B.(Hons.)
Academic Requirements	GPA: 2.8 out of 4 or equivalent(or not less than 70%)	GPA: 6.00 out of 8 or equivalent
Language requirements	English language proficiency to study successfully at tertiary level.	The student must satisfy language proficiency requirements as outlined at: www.international.mg.edu.au/study/apply/english. A letter from the home university attesting the student's English language proficiency to study at tertiary level may be acceptable.
Undergraduate level accepted	Yes	Yes
Postgraduate level accepted	Yes	Yes

Schedule 2: Application Deadlines (Clause 6.1 and clause 7.5)

Macquarie University Student Exchange Application Deadlines:

- Deadlines for Student Exchange Applications for semester 1 the following year:
 30 October
- Deadlines for Student Exchange Applications for semester 2 of the same year:30 April

NALSAR Student Exchange Application Deadlines:

- Deadlines for Student Exchange Applications for semester 1 the following year:
 30 October (Semester begins in 1st week of January)
- Deadlines for Student Exchange Applications for semester 2 of the same year:
 30 April (Semester begins in 2nd week of June)



EBS Universität für Wirtschaft und Recht Gustav-Stresemann-Ring 3 65189 Wiesbaden www.ebs.edu

Petra Soltau Rheingaustrasse 1 65375 Oestrich-Winkel Germany

Telefon +49 611 7102 1768 Fax +49 611 7102 10 1768

petra.soltau@ebs.edu www.ebs.edu

EBS Universität · Gustav-Stresemann-Ring 3 · 65189 Wiesbaden

NALSAR University of Law Prof. Vijender Kumar Registrar Justice City Shameerpet Hyderabad – 500 078 India admissions@nalsar.ac.in

Ihre Nachricht vom

Unser Zeichen

Durchwahl ·

Datum

November 5th 2013

Student Exchange Agreement

Dear Professor Kumar,

Attached please find the duly signed Agreement.

Please forgive the delay in returning this document to you.

We are looking forward to work with you and to a mutually beneficial collaboration with the Nalsar University of Law.

Kind regards,

Petra Soltau

Assistant to the Associate Dean

International Relations

BIC: DEUTDEFF510

BIC: NASSDE55

BIC GENODES1RGG

NALSAR University of Law

Hyderabad India &

EBS Universität für Wirtschaft und Recht

Rheingau/Wiesbaden Germany

In recognition by each institution of the high quality of teaching and research conducted at the other, the above institutions desire to collaborate and mutually benefit, and have agreed to a Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

The EBS Universität für Wirtschaft und Recht, Rheingau/Wiesbaden, and the NALSAR University of Law, India, desire to develop academic exchange and co-operation in teaching and research and hereby agree to promote, facilitate and implement co-operation in the following manner.

AREAS OF CO-OPERATION

The parties agree that the objectives of this memorandum are:

- visits by and exchange of students, (a)
- visits by and exchange of research and teaching staff, (b)
- development of dual degree programs, (c)
- development of collaborative research projects, (d)
- the exchange of information and academic materials, and (e)
- organization of joint academic activities, such as lectures, seminars, (f) conferences and courses.

IMPLEMENTATION & FUNDING

To implement the collaborative activities envisaged, representatives of the parties may propose, negotiate and conclude specific agreements. The details, including the financial arrangements, will be set out in specific agreements. The parties acknowledge that in the absence of any provision specific agreement(s), all expenses of salary. in accommodation, living and related costs will be the responsibility of the visitor himself or herself.

DURATION

This memorandum shall commence on the date of its signing by the parties and remain in force for five years. It may be amended by the mutual consent. This memorandum shall automatically for successive periods of two years unless either party gives written notice to terminate at least six months before the expiry of the relevant two-year period.

EBS UNIVERSITÄT FÜR WIRTSCHAFT UND

Professor Dr.

Gerrick Frhr v. Hoyningen Vice President

NALSAR UNIVERSITY OF LAW

Prof. Dr. Faizan Mustafa

Vice-Chancellor

NALSAR University of Law

Hyderabad India

EBS Universität für Wirtschaft und Recht

EBS Law School Rheingau/Wiesbaden Germany

In recognition by each institution of the high quality of teaching and research conducted at the other, the above institutions desire to collaborate and mutually benefit, and have agreed to following student exchange agreement.

STUDENT EXCHANGE AGREEMENT

The NALSAR University of Law, hereinafter referred to as NALSAR, and the EBS Universität für Wirtschaft und Recht – EBS Law School, hereinafter referred to as EBS, desire to provide their students with a broad academic curriculum and a unique learning experience in an overseas environment and hereby agree to cooperate in the following manner.

§ 1 DEFINITIONS

In this agreement, the following terms will be interpreted as follows:

- (a) Exchange period the period during which a student is attached for exchange, which shall be either one semester or two consecutive semesters;
- (b) Exchange student a student who participates in the exchange programme under this agreement;
- (c) Home institution the institution of higher education in which a respective exchange student is originally enrolled:
- (d) Host institution an institution of higher education to which a respective exchange student is attached for the duration of exchange;
- (e) Unit of exchange one exchange student attending an academic semester or a part thereof at the host institution.

§ 2 Scope of Exchange

- (a) The parties hereby agree to establish an exchange of students. The agreement is founded on the basis of reciprocity, with the intention of achieving on the part of each institution an equal manner of units of exchange by the end of the duration of this memorandum.
- (b) A maximum of 2 units of exchange at undergraduate and 2 units of exchange at graduate level each way per academic year will be initially arranged. However, this number may vary in any given year, provided a balance of exchanges is obtained over the term of this agreement. The number may be amended in mutual consent. Two students in attendance for a semester is equivalent to one student in attendance for two semesters; both are considered two units of exchange. Once a student from the home institution has registered at the host institution for one term or one academic year, the quota is regarded to be filled even if the student fails to complete the term or academic year for any reason.
- (C) The obligations of the two institutions under this agreement are limited to the exchange student only, and do not extend to their spouses and/or dependants.

§ 3 SUMMER SCHOOL PROGRAMME

- (a) NALSAR may nominate up to 4 undergraduate and/or graduate students to participate in the EBS intensive summer programmes.
- (b) 2 NALSAR students shall equal one unit of exchange on behalf of EBS.

STUDENT EXCHANGE AGREEMENT

§ 4 SCREENING & SELECTION

The home institution will be responsible for screening and selecting students for the programme and should ensure, amongst other things, that the students are proficient in the language of instruction at the host institution. Further requirements for acceptance may be specified in an appendix to this agreement.

§ 5 CANDIDATURE

An exchange student is enrolled at his/her home institution and will not, by virtue of the exchange agreement at bar, be regarded as a candidate for degree of the host institution.

§ 6 ACCOMMODATION

The host institution will attempt to assist exchange students to obtain, at students' own expenses, on-campus accommodation or, if not available, off-campus accommodation within reasonable access to the campus, e.g. by public transport. The host institution will provide further reasonable assistance, within its discretion and its capabilities.

§ 7 ENROLMENT, ATTENDANCE & ASSESSMENT

An exchange student is permitted to enrol at the host institution in any course, whereas enrolment is subject to admission requirements, course schedule and capacity constraints. The exchange student is required to attend all courses, at which he/she is enrolled; whereas attendance is defined by the host institution. An exchange student who successfully completed courses at the host institution will obtain credits at the home institution in accordance to the regulations of the home institutions.

§ 8 STUDENTS' OBLIGATIONS

- (a) The host institution will issue appropriate documents to assist a prospective exchange student to obtain a visa under the current legislation of the host country. Albeit each exchange student answers for obtaining his or her own visa and for complying with further immigration formalities. Moreover he or she is solely responsible to submit in due time all documents required to pursue the exchange period at the host institution.
- (b) An exchange student shall pay tuition and other fees at his or her home institution during the exchange period. No tuition fees shall be payable to the host institution. An exchange student is also liable for all personal expenses incurred at the host institution, including visa, travel, housing, meals, health, books and stationery.
- (c) An exchange student is required to cover, at his or her own expense, adequate travel and medical insurance for the entire period when he or she is away from his or her home country for purposes of study abroad, including the exchange period.

§ 9 REGULATIONS OF HOST UNIVERSITY

For the duration and purposes of the exchange, all exchange students are subject to the academic rules and discipline of the host University.

STUDENT EXCHANGE AGREEMENT

§ 10 FINANCIAL ASPECTS

No monetary consideration will be made, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the

§ 11 DURATION & TERMINATION

This agreement shall be valid for a period of five years from the date of its signing and renew itself automatically for successive periods of two years. Both parties may, in their absolute discretion, terminate the agreement by written notice, but at least 6 months' prior to effective date of termination. Termination will not affect exchanges in effect prior to the effective date of termination.

§ 12 MODIFICATIONS

The parties may change or modify the term of this agreement only by written amendment signed by the parties.

§ 13 APPLICABLE LAW

Any and all disputes arising out of or related to this agreement shall be resolved amicably. Disputes with respect to a particular Exchange Student shall be construed in accordance with the laws of the host country.

§ 14 NON-DISCRIMINATION

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, colour, sex, age, national origin or ancestry, martial status, parental status, sexual orientation, disability, or status as a

EBS UNIVERSITÄT FÜR WIRTSCHAFT UND RECHT

Professor Dr.
Gerrick Frhr v. Howningen-Huene

Dean Law School

Axel Schumacher

Associate Dean International Relations

NALSAR UNIVERSITY OF LAW

Prof. Faizan Mustafa Vice-Chancellor

Date:

Prof. Vijender Kumar Registrar



MEMORANDUM OF UNDERSTANDING FOR STUDENT EXCHANGE RETWEEN NALSAR UNIVERSITY OF LAW

SOAS (SCHOOL OF ORIENTAL AND AFRICAN STUDIES). UNIVERSITY OF LONDON

This Understanding is to promote the exchange of students and thereby partly implement the ideals expressed in the Memorandum of Understanding between the two institutions concluded on December 24, 2013.

NALSAR, University of Law (hereinafter referred to as "NALSAR") and SOAS (School of Oriental and African Studies), University of London (hereinafter referred to as "SOAS") will exchange students under the following terms:

1. Nomination of exchange students Each exchange student shall be nominated according to the relevant procedure and at the direction of the home institution. The host institution will admit exchange students according to its established policies and procedures.

2. Number of exchange students It is anticipated that each year an approximately equal number of students from each university will participate in the exchange. The number of students to be admitted to the program each year will be two (2) at each university, being composed of either one student for the full academic year or two students on a semester basis. Modification in the number of students may occur following consultation and mutual agreement during the term of this exchange agreement.

The period of stay for each exchange student at the host institution will be from one semester to one academic year.

4. Status of exchange students The status of each exchange student at NALSAR will be non-degree visiting students. The status of each exchange student at SOAS will be non-degree visiting students.

5. Tuition exemption

The exchange programme is based on the principle of reciprocity. The exchange students will remain enrolled at their home institution where they pay their tuition fees. The host institution will exempt admission fees, general fees and tuition fees for the exchange students. This will be applicable for academic years 2014-15 and 2015-16 and will be subject to review thereafter.

6. Course Choices

Exchange students nominated by NALSAR (of year III, or IV or V of the 5-year NAL-SAR degree programme) may choose any law courses on offer at SOAS during the exchange period; in addition, NALSAR exchange students may choose non-law courses on offer at SOAS during the exchange period, subject to the permission of the respective department and course convenor, Exchange students nominated by SOAS (of year II or III of the 3-year SOAS undergraduate law programmes) may choose any courses on offer at NALSAR during the exchange period.

7. Credit transfer

At the end of the semester, each host institution will send an official academic transcript for each exchange student to his/her home institution. It shall be the sole responsibility of the home University to decide how many transfer credit units the student may actually receive for courses taken at the host University.

8. Regulations

Each exchange student will be subject to the same regulations as pertain to the students of the host institution. In case where an exchange student fails to observe the host institution's rules or regulations, the student must take full responsibility for his or her behaviour. This may conceivably lead to reconsidering further exchange programmes.

9. Accommodation

SOAS will endeavour to provide exchange students with accommodation. Where university accommodation is not available, SOAS will provide the exchange students with assistance in making room arrangements for the exchange period. All room charges will be the responsibility of the exchange students. NALSAR will provide accommodation on campus during the semester. All room charges will be the responsibility of the exchange students. NALSAR is not responsible for room arrangements related to off-campus internships.

10. Expenses / Insurance

Travel and other incidental expenses and health and accident insurance will be borne by each exchange student. However, government and/or other scholarships may be used to cover these expenses.

11. Students' Risks

In recognition that participation in the programme is voluntary and that there are certain inherent risks which the exchange student must assume, the exchange student understands that neither SOAS nor NALSAR assumes any responsibility for damage to or loss of property, personal illness or injury, nor death while the exchange student is a participant in the programme.

12. Duration, amendment and termination

This agreement and program become effective from the first day of May, 2014 and continue for a period of five years. At the end of the academic year 2014/15, this agreement may be revised through the mutual agreement of both universities. The agreement may be terminated by either party upon giving twelve months written notice signed by the presiding officer of the notifying party.

SOAS, UNIVERSITY OF LONDON

Prof. Nirmala Rao
Acting Director

Dans 11 10/2014

NALSAR UNIVERSITY OF LAW

Prof. Faizan Mustafa

Vice-Chancellor

Date:

21/5/20



CUMBERLAND SCHOOL OF LAW

Michael D. Floyd
Professor of Law and Director of International Studies

October 20, 2009

VIA PRIORITY MAIL U.S. POST OFFICE

Prof. (Dr.) Veer Singh Vice Chancellor NALSAR University of Law Justice City, Shameerpet, R.R. District, Hyderabad 3-4-761, Barkatpura, Hyderabad - 500 406 Andra Pradesh INDIA Registrant Polis

Dear Vice Chancellor Veer Singh,

Enclosed is a fully executed original of the Memorandum of Understanding (MoU) between NALSAR and Samford, with your signature and that of our University's President, Andrew Westmoreland. As you suggested, we are retaining the other fully executed original for our records.

I am delighted that we have reached this milestone of formalizing the relationship between our two universities. My colleagues and I look forward to a long and fruitful collaboration with you and your colleagues.

I had hoped that I might return to NALSAR with some Samford colleagues in January 2010, but it will be difficult to put that together in this time frame. January and late July or early August are times when Samford faculty have flexibility in their schedules and might most easily visit NALSAR, participate in classes, and meet you and your faculty colleagues. We will be interested to hear your suggestions as to when might be a good time for a visit to NALSAR by Samford faculty. I also hope, as I suggested to you in your office, that you will visit our campus when your schedule permits.

Prof. (Dr.) Veer Singh October 20, 2009 Page 2

Please also let us know what further steps would be appropriate to facilitate the student exchanges envisioned by the MoU.

David Smolin, my faculty colleague here, sends greetings to you. He met you in July 2008 at NALSAR, after the successful Child Rights Consultation that NALSAR and Cumberland/Samford sponsored jointly on your campus. We hope that the new formal relationship between our two institutions will facilitate even more opportunities for collaborative efforts.

I will enjoy introducing additional Samford colleagues to you, and I look forward to seeing you again.

With warm regards,

Sincerely,

Michael D. Floyd Professor of Law and

Director of International Studies

Enclosure

Memorandum of Understanding Between Samford University, Birmingham, Alabama, U.S.A.,

NALSAR University of Law, Hyderabad, Andhra Pradesh, India

In view of the significant contribution that student and faculty exchange programs and other forms of collaboration make toward the progress of learning and the promotion of international understanding, Samford University and NALSAR University of Law (each a "party" and collectively the "parties") agree as follows:

- I. Both parties intend to cooperate to facilitate faculty exchanges and collaboration between the two institutions. Faculty exchanges may encompass teaching and/or cooperative research.
- II. Both parties intend to cooperate to provide opportunities on their respective campuses for the students of the other party to enroll in their academic programs as exchange students under this Memorandum of Understanding. Each party will send no more than two students per year as exchange students. Each exchange student will be expected to attend one full semester at the host institution.
- III. Neither party will charge tuition to the other party or to exchange students sent by the other party under this Memorandum of Understanding. Each party, faculty, or student shall be responsible for their own transportation, housing, and meals.
- IV. Both parties intend to cooperate to promote other academic activities that enhance the abovementioned goals.
- V. Any expenses to be incurred by each institution under this Memorandum of Understanding will be considered and agreed to in writing by mutual consent, on a case-by-case basis, prior to initiating any particular activity.

This Memorandum of Understanding shall take effect for an indefinite period from the day the representatives of both institutions have affixed their signatures. This Memorandum of Understanding is subject to revision, renewal and cancellation by mutual consent at least six months in advance in writing given by either party to the other. The parties shall remain responsible for their respective expenses hereunder for the term of this agreement. Addenda to this Memorandum of Understanding may be added as both parties may agree from time to time, in writing.

For NALSAR University of Law

Veer Singh Vice-Chancellor

Date SEPT. 30, 2009

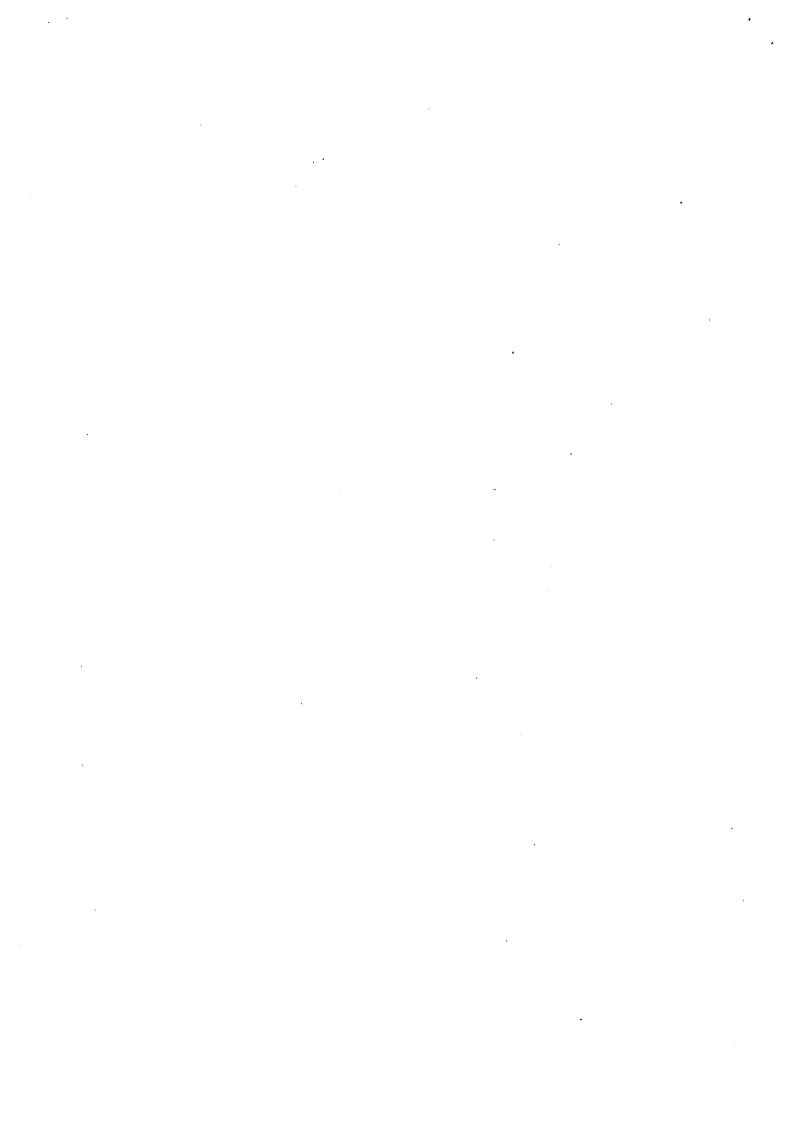
For Samford University

Andrew Westmoreland

President

10/5/09

Date



SINGAPORE MANAGEMENT UNIVERSITY

SINGAPORE



NALSAR UNIVERSITY OF LAW HYDERABAD

INDIA

In recognition by each University of the high quality of teaching and research conducted at the other, the above Universities desire to collaborate and mutually benefit, and have agreed to a Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

The Singapore Management University and the NALSAR, University of Law, Hyderabad, India desire to develop academic exchange and cooperation in teaching and research and hereby agree to promote, facilitate and implement co-operation in the following manner.

Areas of Co-operation

The Universities agree that the objectives of this Memorandum are:

- (a) the exchange of information and academic materials,
- (b) visits by and exchange of research and teaching staff,
- (c) visits by and exchange of students,
- (d) development of collaborative research projects, and
- (e) organisation of joint academic activities, such as lectures, seminars, conferences and courses.

Implementation & Funding

To implement the collaborative activities envisaged, representatives of the Universities may propose, negotiate and conclude specific agreements. The details, including the financial arrangements, will be set out in the specific agreements. The Universities acknowledge that in the absence of any provision to the country in the specific agreement(s), all expenses of salary, travel, accommodation, living and related costs will be the responsibility of the visitor himself or herself.

Duration

This Memorandum shall commence on the date of its signing by the parties and remain in force for five years. It may be amended by the parties' mutual consent. This Memorandum shall renew itself automatically for successive periods of two years unless either University gives written notice to terminate at least six months before the expiry of the relevant two-year period.

SINGAPORE MANAGEMENT UNIVERSITY

NALSAR UNIVERSITY OF LAW, HYDERABAD

Professor Howard Hunter

President

Prof. (Dr.) Ranbir Singh

Vice-Chancellor

Date:

Date:

SINGAPORE MANAGEMENT UNIVERSITY

SINGAPORE

&

NALSAR UNIVERSITY OF LAW HYDERABAD

INDIA

In recognition by each University of the high quality of teaching and research conducted at the other, the above Universities desire to collaborate through student exchange, and have agreed to a Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING ON STUDENT EXCHANGE

The Singapore Management University and NALSAR, University of Law, Hyderabad, India desire to provide their students with a breadth of academic curriculum and an unique learning experience in an overseas environment and hereby agree to co-operate in the following manner.

Definitions

In this Memorandum, the following terms will be interpreted as follows:

- (a) "Exchange Period" the period during which a student is attached for exchange, which shall be either one semester or two consecutive semesters;
- (b) "Exchange Student" a student who participates in the exchange programme under this Memorandum;
- (c) "Home University" the university in which an Exchange Student is originally enrolled;
- (d) "Host University" the university to which an Exchange Student is attached for the duration of exchange;
- (e) Unit of Exchange" one Exchange Student attending an academic semester or a part thereof.

Scope of Exchange

The Universities hereby agree to institute an exchange programme. The programme is founded on the basis of reciprocity, with the intention of achieving on the part of each University an equal manner of Units of Exchange by the end of the duration of this Memorandum.

A maximum of 2 Units of Exchange each way per academic year will initially be arranged. However, this number may vary in any given year, provided a balance of exchanges is obtained over the term of this Memorandum. The number may be amended by mutual agreement. Two students in attendance for a semester is equivalent to one student in attendance for two semesters; both situations count as two Units of Exchange. If an Exchange Student withdraws before the end of a course, it will be considered as a completed exchange; no replacements will be allowed.

Screening & Selection

The Home University will be responsible for screening and selecting students for the programme and should ensure, amongst other things, that the students are proficient in the language of instruction at the Host University. The decision to accept or reject a student lies with the Host University.

Candidature

Each Exchange Student continues as a candidate for degree of his/her Home University and will not, by virtue of the exchange alone, be regarded as a candidate for degree of the Host University. However, an Exchange Student may on his/her own apply to be a candidate for degree of the Host University, bearing all the responsibilities of a student, including the payment of all fees.

Accommodation

The Host University will make every effort to assist Exchange Students to obtain, at the students' cost, on-campus accommodation or, if this is not available, off-campus accommodation within reasonable access to the campus. The Host University will also provide reasonable assistance on other matters of hospitality.

Obligations to Students Only

The obligations of the two Universities under this Memorandum are limited to Exchange Students only and do not extend to their spouses or dependants.

Monetary Exchange

No monetary consideration will be exchanged between the two Universities, nor will there by any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the programme.

Regulations of Host University

For the duration and purposes of the exchange, all Exchange Students will be subject to the academic rules and discipline of the Host University.

Enrolment, Attendance & Assessment

An Exchange Student is permitted to enrol at the Host University in any course, subject to admission requirements and time-table and capacity constraints. Full-time participation, as defined by the Host University, at the courses enrolled by the students is required. An Exchange Student who successfully completed courses at the Host University will obtain credits at the Home University in accordance with the regulations of the Home University.

Student's Obligations

Each host institution will issue the appropriate documents for visa purposes in accordance with current laws, although each Exchange Student shall be responsible for obtaining his/her own visa and other immigration formalities, and all other travel and related documents needed to pursue studies at the Host University.

Student's Obligations (continued)

An Exchange Student shall pay tuition and other fees at his/her Home University during the Exchange Period. No tuition fees shall be payable to the Host University. An Exchange Student will also pay for all personal expenses incurred at the Host University, including visa, travel, housing, meals, health, books and stationery. The exchange student(s) shall be bound by rules and regulations of the host University.

An Exchange Student is required to carry, at his/her own expense, adequate travel and medical insurance for the entire period of time that he/she is away from his/her home country for purposes of the exchange, including the Exchange Period.

Duration & Termination

This Memorandum shall be for a period of five years from the date of its signing. Either University, may, in its absolute discretion, terminate the Memorandum by giving at least six months' written notice. Notwithstanding any such termination, all commitments already made in respect of particular Exchange Students shall be carried out till completion.

Applicable Law

Any dispute arising out of this Memorandum or any exchange pursuant to it shall be resolved amicably. In any dispute with respect to a particular Exchange Student, this Memorandum shall be construed in accordance with the laws of the Host Country.

Changes

This Memorandum constitutes the entire agreement between the parties. Amendments may be made with the written mutual consent of the parties.

SINGAPORE MANAGEMENT UNIVERSITY

OF NALSAR UNIVERSITY LAW, HYDERABAD

Professor Howard Hunter

President

Date:

Prof.(Dr.) Ranbir Singh

Vice-Chancellor

RENEWAL OF AGREEMENT FOR INTERCHANGE OF STUDENTS

This Agreement made as of the 28th day of March, 2014,

BETWEEN:

NALSAR UNIVERSITY OF LAW Hyderabad, Telangana, India

and

THE UNIVERSITY OF WESTERN ONTARIO London, Ontario, Canada

WHEREAS NALSAR University of Law and The University of Western Ontario entered into an Agreement dated March 28, 2004 to establish an exchange program between their institutions, a copy of which is attached as Appendix A;

AND WHEREAS the parties subsequently entered into an agreement to renew the 2004 Agreement for an additional five year term commencing on March 28, 2009, a copy of which is attached as Appendix B;

AND WHEREAS the parties now wish to renew the 2004 Agreement for an additional three year term;

THEREFORE the parties agree as follows:

- 1. The 2004 Agreement is renewed for an additional three year term commencing March 28, 2014 upon the same terms and conditions set out in the aforesaid Agreement with the exception of section 4.1. which will now include the following new provision:
 - 4.1.i. The host University will provide the home University with an official transcript for each exchange student at the completion of the study period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives.

NALSAR UNIVERSITY OF LAW

Prof. Faizan Mustafa Vice-Chancellor

November 21, 2014.

Date

Dr. Janice Deakin

Provost and Vice-President (Academic)

THE UNIVERSITY OF WESTERN ONTAR)O

Ms. Irene Birrell

Secretary of the Board of Governors

W. lain Scott

Dean, Faculty of Law

October 1, LCI

Date



MEMORANDUM OF UNDERSTANDING

BETWEEN

NALSAR UNIVERSITY OF LAW [NALSAR];

AND

E2Labs Information Security Pvt Ltd

This Memorandum of Understanding is made and entered into on gray day of Aug. 2017 at Hyderabad

BETWEEN

NALSAR UNIVERSITY OF LAW (NALSAR); having its office in Justice City, Shameerpet, Ranga Reddy district, Hyderabad – 500101, Telangana, represented by Vice-Chancellor, Prof. (Dr.) Faizan Mustafa, which expression shall, unless repugnant to the context or meaning thereof, mean and include its assignees of the Terms of Engagement between E2Labs and NALSAR on behalf of NALSAR.

AND

E2Labs Technologies Pvt. Ltd.; h	aving its office in 5th Floor, Building No. 27, Lane
Opp to Park Hyatt, Road No. 2	, Banjara Hills, Hyderabad - 500034 Telangana
State, India. Represented by	which expression
shall unless repugnant to the c	ontext or meaning thereof mean and include its
successors and assignees; of th	e Terms of Engagement between E2Labs and
NALSAR on behalf of E2Labs	





Terms of Engagement between E2Labs and NALSAR:

- 1. Joint Offering a Cyber Forensic course as part of DERAS (Digital Evidence Retrievals and Analysis Systems) and elective from mid of Aug-2017.
- 2. Certifications from prestigious <u>Mile2</u> accredited cyber security certifications from USA, for the enrolled students of the course on non-commercial basis.
- 3. Establishing of full-fledged cyber forensic lab at NALSAR campus in collaboration with E2 labs.

Setting up of State of the Art Forensic Lab shall be on a BOT basis which could be in collaboration with the Hague Security Delta (HSD) for which we can raise required funds. This however, has to be under the Collaboration with E2Labs for the next 5 years (includes, Training, hardware, software, maintenance and support).

The composition of this setup shall be

- a. Technology (workstations, Forensic toolkits, software licences) shall be from E2 labs.
- b. Academic course-ware, space and non-technical infra from NALSAR University.
- 4. Starting regular/distance /weekend certification courses (short term/long-term) at 'NALSAR Premises targeting, legal professionals, lawyers, law enforcement authorities etc.
- 5. Commercial's for weekend certification courses (short term/long-term) shall be equally shared both at expenditure side and profit side.
- 6. Funding raised from outside parties for Cyber Forensics lab activities shall be spend with mutual understanding and consent.





OTHER CLAUSES:

1. EFFECTIVE DATE

Both the parties agree that the MOU shall take effect from ____ August 2017 and shall continue to be in force till termination.

2. Usage of logos, brands, trademarks, copyrights and intellectual property rights:

This MOU specifically prohibits each of the Parties from using logos, brands, trademarks, copyrights and intellectual property rights of the other party to the MoU except:—

- > For Advertisement and Promotion of the project aforementioned (or)
- > For Representations to Government, Government Bodies, Corporates or individuals directly in connection with the project aforementioned.
- > As a part of joint branding activity (if any) to which the Parties explicitly agree in writing, (or)

Any unauthorized usage or usage other than directly in the context of the project of logos, brands, trademarks, copyrights, and intellectual property rights of the other party shall be construed as infringement and liable for legal action.





3. TERMINATION

This MOU shall be valid and remain in force for a period of one year from the date of execution. It may be extended for a further period with mutual consent of the Parties. Both Parties agree to perform their obligations in good faith and to the best of their ability in order to meet this timeline.

The MOU shall continue to be in force till the time where the parties to the MoU have not discharged their obligations pursuant to the terms mentioned herein.

However, this MOU may stand terminated if specifically superseded by any agreement/MOU entered subsequent to the date of this MOU

However, this MOU may be terminated other than by mutual agreement and with a notice of one month due to occurrence of an Event of Default as mentioned in **Clause 6.**

6. EVENTS OF DEFAULT

The following events will constitute Events of Default

- > Failure to fulfill roles and responsibilities by the Parties beyond reasonable period of time.
- Misuse of logos, brands, trademarks, copyrights, and intellectual property rights.
- > Violation of Confidentiality Clause.

4. THE UNDERSTANDING:





This MOU supersedes any prior written or oral agreements between the Parties in relation to the subject matter. Changes and amendments to this MoU shall have effect only if made in writing and signed by the Parties

5. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:

All disputes, differences and/or claim arising out of or touching upon this MOU by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. For all legal proceedings not legally amenable to arbitration, the jurisdiction shall be the courts at the city of Hyderabad.

IN WITNESS WHEREOF the Parties hereto have set their hands in the presence of with sses at Hyderabad on the day, month and year first above mentioned

NALSAR UNIVERSITY OF LAW Prof.(Dr.) FAIZAN MUSTAFA Vice-Chancellor NALSAR University of Law

Justice City, Shameerpet. R.R.Distt, Hyderabad - 500 101 Telangana, India

E2Labs Information Security Pvt Ltd

WITNESSES:

1. Finaki Nandan Podrmit, 2. 15 ont ont

Minutes of the sub Committee of CLAT Core Committee held on March 24, 2015 at National Law University and Judicial Academy, Assam

The following were present:

- 1. Prof. R. Venkata Rao (Chairman)
- 2. Prof. Paramjit Singh Jaswal
- 3. Prof. Faizan Mustafa
- 4. Prof Gurdip Singh Bahri (Convener)

The Chairman in his opening remarks welcomed the members and placed on record his appreciation of the Vice-Chancellor of NLUJAA for his wonderful hospitality. The sub-committee noted that due to Prof. Vijender Kumar's cooperation, CLAT-2015 was able to save the time of sub-committee members and saved expenses on their travel to Lucknow for holding this meeting.

- The Committee held detailed discussions on the constitution / bye laws of National Law University Consortium and after detailed deliberations approved the first 7 articles of the draft Constitution.
- The sub-committee also resolved that an Executive Council of the NLU Consortium should be there which shall consist of the President, Vice-President and Convener. The Vice-President who will take over in following year and the Vice-Chancellor of University which would conduct the CLAT next year would be other two members of the Executive Council.
- 3. The sub-Committee adjourned till 26th March,2015.

The meeting ended with the vote of thanks to the Chair.

Prof. R. Venkata Rao

(Chairman)

Prof. Gurdip Singh Bahri

(Convener)

Prof. Paramjit Singh Jaswal

Prof. Faizan Mustafa

Minutes of the sub Committee of CLAT Core Committee held on March 26, 2015 at National Law University and Judicial Academy, Assam

The following were present:

- 1. Prof. R. Venkata Rao (Chairman)
- 2. Prof. Paramiit Singh Jaswal
- 3. Prof. Faizan Mustafa
- 4. Prof Gurdip Singh Bahri (Convener)

5.

- The Committee resumed its discussions on the constitution / bye laws of National Law University Consortium and after detailed deliberations approved the remaining 7 articles of the draft Constitution and finally approved the whole Constitution.
- The Committee also resolved that the Vice-Chancellor of National Law School of India University, Bangalore should take immediate steps for the registration of the Consortium under the Societies Registration Act, 1860 and for holding the first meeting of the Consortium.
- The Committee also resolved that the enclosed constitution should be circulated amongst the CLAT Core Committee members for their suggestions / approval so that the constitution is finalised with the inputs from the members of the CLAT Core Committee.

The meeting ended with the vote of thanks to the Chair.

Prof. R. Venkaia Rao (Chairman)

Prof. Gurdip Singh Bahri

(Convener)

Prof. Paramjit Singh Jaswal

Prof. Faizan Mustafa

CONSORTIUM OF INDIAN NATIONAL LAW URENIVERSITIES

Article 1. Name and purpose: The name of the association is Consortium of Indian National Law Universities

Article 2. Objectives: The purpose of the consortium is the improvement of the justice system through legal education. The consortium is intended to provide for better coordination amongst national law universities to achieve highest standards of legal education in the country. The consortium is being established, and shall be operated, exclusively for educational purposes and shall not be operated for profit.

Article 3. Membership: (1) Sixteen national law universities who have signed these Byelaws shall be the "founder members" of the consortium. Other law schools/ universities may be elected to membership pursuant to these bylaws.

Article 4. Powers of the Consortium:

- a) To lay down highest standards of legal education for the member universities/ schools to make Indian law universities/schools comparable with the best international institutions of legal education.
- b) To suggest from time to time revision in the law curriculum keeping in mind contemporary changes.
- c) To suggest new and innovative methods and conditions of recruitment of faculty for the member universities.
- d) To provide for the better coordination amongst the national law universities/schools.
- e) To provide for matters connected with the admissions to the member universities/schools.
- f) To ensure conduct of scholarly collaborative researches in collaboration not only amongst law universities/schools and also in collaboration with international universities/institutions.
- g) To develop better relations between member schools and bar and bench.
- h) To sign MOUs with the foreign universities.
- i) To provide for the sharing of library and other resources between member universities.

Article 5. Qualifications:

5(1) Applications for membership shall be addressed to the Convener of the Consortium accompanied by evidence that the applicant has fulfilled and is capable in the future of fulfilling the obligations of membership as reflected in these bylaws. The General Council shall examine the application and report at the Annual Meeting of the consortium whether or not the applicant has qualified. The application for membership shall be filed at the time and in the form specified by the Executive Council.

5(2) In determining whether a university/school fulfills and can continue to fulfill the obligations of membership, the General Council would be entitled to examine the governance structure of the applicant university.

a) A law university/school making application for membership shall pay to the consortium a fee of Rs. 10 lacs per annum or the fee as revised from time to time by the General Council.

Article 6. Meetings: (1) The Consortium shall meet annually at a time and place fixed by the Executive Council. The Executive Council may call a special meeting at such time and place as it shall select. The consortium convener shall ordinarily give 15-day notice of a special meeting to the members of the consortium and shall state the agenda of the meeting.

Article7(1) General Council: The authority to conduct consortium business at the Annual Meeting or special meetings shall be vested in the General council which shall consist of Vice-Chancellors of member Law Universities/ Schools.

7 (2) The General Council shall be the Supreme Governing authority of the Consortium. It shall have the powers to approve the annual report and the annual budget of the Consortium. It shall take all policy decisions for the Consortium.

Article 8(1) Executive Council: The Executive Council shall consist of the President, Vice-President, Convener and other two members. The members of the First Executive Council shall be Vice-Chancellor, NLIU, Bhopal and RGNLU, Patiala. Thereafter the University conducting next CLAT and next Vice-President shall be the members of the Executive Council and so on.

8(2) Article 9. Powers and Duties: The Executive Committee shall:

- a) Conduct the affairs of the consortium in the interim between Annual Meetings.
- b) Receive and act upon all correspondence and complaints addressed to the consortium.

c) Impose or recommend sanctions upon member universities / schools.

d) Make an annual report to the General Council and circulate to the member universities/schools such other reports and publications as seem desirable.

e) Interpret and implement the consortium's requirements.

- f) Establish such Standing and Special Committees as it considers desirable to carry on the work and promote the purposes of the consortium.
- g) To be eligible to serve as a member of all Standing and Special Committees, a person must be a member of the faculty or staff of a member school.

Article 9. Quorum and Voting: One third members of the General Council shall constitute the quorum and all decisions shall be taken by majority. Three members of the Executive Council shall constitute the quorum for the Executive Council.

Article 10(1) Officers: The officers of this Consortium shall be a President, a Vice-President, a Convener who shall the Secretary-Treasurer of the consortium.

The First President shall be the Vice-Chancellor of National Law School of India University, Bangalore and thereafter the Presidentship shall go to the NALSAR University of Law, Hyderahad and so on. The First Vice-President shall be the Vice-Chancellor of NALSAR University of Law, Hyderahad, followed by the Vice-Chancellor of National Institute of India University, Bhopal and so on. The first convener shall be the Vice-Chancellor of Ram Manohar Lohia Law University, Lucknow and thereafter CLAT Convener shall be the ex-officio convener of the consortium.

- 10(2) Powers and Functions of the Officers: The President, Vice President and Convener shall perform the functions and exercise the powers customarily those of a chief executive officers of an association in the cabinet form of the government. The President shall serve as the Chair of the General Council. The Convener shall be the chairman of the Executive Council and shall be doing all correspondence on behalf of the consortium.
- 10(3) Resignation and Ineligibility to serve: If the President resigns, becomes ineligible to serve or dies, the Vice-President shall immediately assume the presidency and shall serve in this capacity for the remainder of the unexpired term as well as during his or her own full term as President. If the Vice-President resigns, becomes ineligible to serve or dies, a President as well as a Vice-President shall be elected at the next Annual Meeting.
- Article 11(1). Amendments: Amendments: Proposal: A motion for a proposed amendment to these Bylaws (including the requirements and approved policies they embody) shall be filed with the convener at least two months before the Annual Meeting. The convener shall forthwith forward a copy of the proposed amendment to each member school.
- 11(2): Substitution: A proposed amendment shall be subject to amendment and substitution at the Annual Meeting of the Consortium to which it is presented. Any such amendment or substitution should be filed with the convener in time for distribution to the membership in advance of the Annual Meeting.
- 11(3) Amendments: Voting: A proposed amendment shall not be adopted unless it is approved by two-thirds of the member universities/ schools voting on the proposed amendment.
- Article 12. Headquarter: National Law School of India University, Bangalore shall be Bangalore.
- Article 13. Registration: The General Council shall take steps for the registration of the consortium under Societies Registration Act, 1860.
- Article 14 Dispute Resolution: All disputes shall be amicably resolved by the member universities/schools, All cases against consortium can be filed only in Bangalore.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on this 6th day of December, 2017 between the NALSAR University of Law, Hyderabad established under Act 34 of 1998 having its office at Justice City, Shameerpet, Medchal Dist. State Telangana, 500 101 through its Vice-Chancellor (hereafter referred to as NALSAR) as the first party and the National Industrial Security Academy, premier Training Institute of Central Industrial Security Force (CISF), Ministry of Home Affairs in Industrial Security and Disaster Management having its office at Hakimpet, Medchal Dist., State Telangana, 500 078 through its Director (hereinafter referred to as NISA) as the second party; in order to have co-ordination between the two institutions for mutual organizational learning and research, agree to the MoU as follows:

- 1. NALSAR agrees to offer the Advance Post-Graduate Diploma in Industrial Security, Law and Management to the Assistant Commandants who successfully complete their basic training at NISA, Hakimpet and are willing to enrol for the programme.
- NALSAR agrees to offer the Post Graduate Diploma in Industrial Security, Law and Management to the Sub-Inspectors who successfully complete their basic training at NISA, Hakimpet and are willing to enrol for the programme.
- 3. The curriculum, teaching methodology, evaluation system, fee structure, honorarium to the faculty of NALSAR and the conduct of the course will be as decided by both parties from time to time and mentioned in the Regulations to this MoU.
- 4. The teaching for the said programmes shall be conducted by NISA at its own premises.
- NALSAR agrees to arrange Faculty for teaching the law and management papers as required and also to provide guidance to the candidates for undertaking project work.
- The examinations shall be conducted by NISA and the necessary support in setting the question papers and evaluation shall be provided by NALSAR for the subjects taught by NALSAR Faculty Members.
- 7. NISA shall ensure that the fee as prescribed for the said programmes is deposited by the students within 60 days from the date of the commencement of the semester to NALSAR directly.
- 8. The Diploma shall be awarded to the candidates only when they fulfil all the requirements as per the Regulations framed by NALSAR and NISA for this purpose.
- The Diplomas under the seal of NALSAR shall be awarded by NISA at the award ceremony organised by NISA.

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Jagbir Singh.

January 112/20

- 10. NALSAR and NISA shall appoint one Co-ordinator from each institution and provide the contact details to the other.
- 11. For the purposes of the above-mentioned programmes, NALSAR shall be exempted from the provisions of Right to Information Act 2005 as applicable to CISF.

This Memorandum of Understanding shall come into force on the date indicated above and remain in force for a period of three years. It shall also be applicable for the current batches of officers undergoing training at NISA. It may be amended by the parties with mutual consent. This MoU shall renew itself automatically for successive periods of two years at a time unless either party gives written notice to terminate the same at least six months before the expiry of the period. Even if any of the parties wish to terminate this MoU, the MoU will remain in operation to the effect that the existing batch of candidates completes requirements and the Diplomas are awarded to them.

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

On behalf of, NISA

Shri. Jagbir Singh Inspector General-cum-Director, NISA On/behalf of, NALSAR

Prof. Faizan Mustafa

Vice-Chancellor, NALSAR

Date : _____

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REGULATIONS FOR AWARD OF ADVANCE POST-GRADUATE DIPLOMA IN INDUSTRIAL SECURITY, LAW AND MANAGEMENT TO THE TRAINEE ASSISTANT COMMANDANTS OF NATIONAL INDUSTRIAL SECURITY ACADEMY (NISA), HYDERABAD

1. ELIGIBILITY AND ADMISSION PROCEDURE:

The direct appointee Assistant Commandants/Prob of National Industrial Security Academy, Hyderabad who are willing will only be eligible to enroll for the Advance Post-Graduate Diploma in Industrial Security, Law and Management.

2. Duration of the Programme:

The duration shall be for a period of one year. The period generally will be from October to September or as per the annual training schedule of CISF NISA.

3. FEE STRUCTURE

Total Course fee

: Rs. 10,000/-

(The Course fee shall be paid to NALSAR within 60 days from the date of the commencement of the semester by the

candidate)

Fee once paid will not refunded under any circumstances.

For appearing in the repeat examinations, a re-examination fee of Rs. 500/- per paper shall be charged from the candidate.

4. COURSE STRUCTURE

Code		Marks	Credits
	SEMESTER - I		
1.1.1.	Introduction to Management	100	6
1.1.2.	Introduction to Law	150	9
1.1.3.	Organization and Functioning of CISF	150	9
1.1.4.	Industrial Security Management	100	6
1.1.5	Mandatory additional paper on	100	6
	Law and management		
	SEMESTER - II		
1.2.6.	Office Administration	100	6
1.2.7.	Internal Administration	150	8
1.2.8.	Sector Specific Security	100	6
1.2.9	Operations	150	9
1.2.10	Project Work	100	6

The mandatory additional paper on Law and Management and project work are only for The direct appointee Assistant Commandants/Prob who want to enrollfor the Post-Graduate Diploma in Industrial Security, Law and Management. The additional paper will be taught by the NALSAR faculty and NALSAR will also set the paper and conduct the examination and evaluation. It is mandatory to qualify these papers along with all other indoor and outdoor subjects during the basic training of AC/Probationers to get the Advance Post-Graduate Diploma in Industrial Security, Law and Management.

CONDUCT OF THE PROGRAMME

The Advance Post-Graduate Diploma will have two semesters. The Trainee Assistant Commandants will have to attend all the sessions conducted by NISA, Hyderabad. With regard to the Introduction to Law and Introduction to Management subjects NALSAR Faculty will teach the papers at NISA itself in coordination with the officers in-charge of the concerned papers.

NALSAR Faculty will provide guidance to the candidates with regard to their project work for the topics related to Law and / or Management.

Each credit is equal to 16 hours of teaching sessions.

5. EVALUATION SCHEME

6.1 The total marks for each subject is as given in the Course Structure. The distribution of marks shall be as follows:

Formative Assessment : 40%

(Four monthly Tests for equal marks)

End Semester Examination : 60%

6.2 Project Work : 100 Marks

(Written Submission : 70 Marks Presentation & Viva-voce : 30 Marks)

The guidelines for Project Work will be supplied by NALSAR and Consultative Sessions for the Project Work relating to Law and Management topics will be scheduled in NALSAR in accordance with the availability of the faculty and candidate.

6.3. Attendance Requirement:

A candidate to be eligible to appear for the End-Semester Examination should have at least 75% attendance.

6.4Award of Grades

The performance of the candidates would be evaluated on a seven point scale with corresponding grade values as mentioned below:

Percentage of Marks	Grade	Grade Value
80 and above	O (outstanding)	8
75 <i>–</i> 79	D	7.5
70 – 74	A++	7
65 – 69	A+	6
60 – 64	A	5
55 – 59	B+	. 4
50 – 54	В	3
Below 50	F (Fail)	0

6.5 Calculation of CGPA

Cumulative Grade Point Average (CGPA) is arrived at by dividing the sum of the products of Grade Values and the Course Credits in each course by the total number of credits in all the subjects.

6.6. Passing and Repeat Examination

A student to be successful should obtain a minimum of 50% marks or the equivalent grade, i.e., B in every subject. However, the candidate who fails to obtain the minimum grade (i.e., B) shall be given a chance to re-appear for the examination whenever the same is conducted till the completion of the maximum period, i.e., two year from the date of admission. Students failing to secure the minimum marks in the Project Work shall re-submit the same.

6. Award of the Diploma

7.1. A student to be eligible for the award of the Diploma should complete all courses obtaining atleast CGPA 3.00 out of 8.00.

- 7.2.A student admitted to the Advance Post-Graduate Diploma in Industrial Security, Law and Management program has to complete all the prescribed requirements within a maximum period of two years from and including the year of admission in order to be eligible for award of the Diploma.
- 7. The Vice-Chancellor depending on the need may be authorized to approve the modifications, if any, in the fee structure, course structure, course content and the evaluation scheme, grading system etc. which shall be reported to the Academic Council and the Executive Council for ratification.

REGULATIONS FOR AWARD OF POST-GRADUATE DIPLOMA IN INDUSTRIAL SECURITY, LAW AND MANAGEMENT TO THE SUB INSPECTORS/ UNDER TRAINING OF NATIONAL INDUSTRIAL SECURITY ACADEMY (NISA), HYDERABAD

1. ELIGIBILITY AND ADMISSION PROCEDURE:

The Sub Inspectors/ Under training of National Industrial Security Academy, Hyderabad who are willing will only be eligible to enroll for the Post-Graduate Diploma in Industrial Security, Law and Management.

2. Duration of the Programme:

The duration shall be for a period of one year. The period generally will be from October to September or as per the annual training schedule of CISF NISA.

3. FEE STRUCTURE

Total Course fee

: Rs. 5,000/-

(The Course fee shall be paid to NALSAR within 60 days from the date of the commencement of the semester by the

candidate)

Fee once paid will not refunded under any circumstances.

For appearing in the repeat examinations, a re-examination fee of Rs. 500/- per paper shall be charged from the candidate.

4. COURSE STRUCTURE

Code		Marks	Credits
	SEMESTER - I		
1.1.1.	Introduction to Management	100	6
1.1.2.	Introduction to Law	150	9
1.1.3.	Organization and Functioning of CISF	150	9
1.1.4.	Industrial Security Management	100	6
	SEMESTER - II		
1.2.6.	Office Administration	100	6
1.2.7.	Internal Administration	150	8
1.2.8.	Sector Specific Security	100	6
1.2.9	Operations	150	9
Mandator	y Paper		
1.1.1	Mandatory additional paper on Law and management	100	6

The mandatory additional paper on Law and Management is only for The Sub Inspectors/ under training who want to enroll for the Post-Graduate Diploma in Industrial Security, Law and Management. The additional paper will be taught by the NALSAR faculty and NALSAR will also set the paper and conduct the examination and evaluation. It is mandatory to qualify this paper along with all other indoor and outdoor subjects during the basic training of Sub Inspectors to get the Post-Graduate Diploma in Industrial Security, Law and Management.

CONDUCT OF THE PROGRAMME

The Post-Graduate Diploma will have two semesters. The Sub Inspectors/ Under training will have to attend all the sessions conducted by NISA, Hyderabad. With regard to the Introduction to Law and Introduction to Management subjects NALSAR Faculty will teach the papers at NISA itself in coordination with the officer's in-charge of the concerned papers.

NALSAR Faculty will provide guidance to the candidates with regard to their project work for the topics related to Law and / or Management.

Each credit is equal to 16 hours of teaching sessions.

5. EVALUATION SCHEME

6.1 The total marks for each subject is as given in the Course Structure. The distribution of marks shall be as follows:

Formative Assessment : 40%

(Four monthly Tests for equal marks)

End Semester Examination : 60%

6.3. Attendance Requirement:

A candidate to be eligible to appear for the End-Semester Examination should have at least 75% attendance.

6.4 Award of Grades

The performance of the candidates would be evaluated on a seven point scale with corresponding grade values as mentioned below:

Percentage of Marks	Grade	Grade Value
80 and above	O (outstanding)	8
75 – 79	D	7.5
70 – 74	A++	7
65 – 69	A+	6
60 – 64	A	5
55 – 59	B+	4
50 – 54	В	3
Below 50	F (Fail)	0

6.5 Calculation of CGPA

Cumulative Grade Point Average (CGPA) is arrived at by dividing the sum of the products of Grade Values and the Course Credits in each course by the total number of credits in all the subjects.

6.6. Passing and Repeat Examination

A student to be successful should obtain a minimum of 50% marks or the equivalent grade, i.e., B in every subject. However, the candidate who fails to obtain the minimum grade (i.e., B) shall be given a chance to re-appear for the examination whenever the same is conducted till the completion of the maximum period, i.e., two year from the date of admission. Students failing to secure the minimum marks in the Project Work shall re-submit the same.

6. Award of the Diploma

- 7.1. A student to be eligible for the award of the Diploma should complete all courses obtaining atleast CGPA 3.00 out of 8.00.
- 7.2.A student admitted to the Post-Graduate Diploma in Industrial Security, Law and Management program has to complete all the prescribed requirements within a maximum period of two years from and including the year of admission in order to be eligible for award of the Diploma.
- 7. The Vice-Chancellor depending on the need may be authorized to approve the modifications, if any, in the fee structure, course structure, course content and the evaluation scheme, grading system etc. which shall be reported to the Academic Council and the Executive Council for ratification.



AGREEMENT OF COOPERATION

By and Between:

TEL AVIV UNIVERSITY

(Hereinafter "TAU")

and -

NALSAR UNIVERSITY OF LAW

(Hereinafter "NALSAR")

I

It is the purpose of this Agreement:

- 1. To promote interest in the teaching and research activities of our respective universities, and -
- To deepen the understanding of the economic, social and cultural issues and traditions of our respective countries.

II

To achieve these goals, the parties agree to:

- 1. (a) Promote university exchanges by inviting scholars of the partner university for short-term lecture programs;
 - (b) Receive students and doctoral candidates of the partner university for longer periods of study or research;
 - (c) Organize symposia, conferences and meetings on research issues;
 - (d) Carry out joint research programs.
- 2. Exchange information pertaining to developments in teaching and research at each university.
- 3. Both parties agree to do everything possible to secure the funds necessary for this cooperation from third parties, such as foundations, organizations and donors.

 The activities mentioned in Paragraph II shall be financed according to the availability of funds.
- 4. Exchange students/faculty will be subject to the laws and rules of the host country and institution.

All travel and living expenses shall be paid by the visiting student/faculty member. Tuition fees are paid by the visiting student to the home institution and enable the student to participate in regular courses at the host university. Special extracurricular courses are not covered by this agreement. If the student is granted access to these special programs, he/she will pay tuition to the host institute.

Exchange students/ visiting faculty members who arrive under terms of the agreement must be equipped with full medical insurance /travel insurance that includes medical cover in the event of accidents. Such insurance must be arranged and paid for by the students and suited to their medical needs for the whole duration of their stay at the hosting institution, commencing from their departure from their home country until their subsequent return.

Each party shall maintain its own insurance in amounts deemed appropriate for its operation. Such insurance shall provide coverage for negligent acts and omissions, and shall provide protection against bodily injury or property damage claims of the visiting students, faculty members, and staff, according to the local law of Tort. The policy of TAU is subject to the laws of Israel and within the territorial limits of Israel.

IV

- 1. In general, courses at TAU are taught in the Hebrew language.
- 2. Notwithstanding the aforesaid, TAU maintains the TAU International School, which offers extracurricular full degree programs at the Bachelors and Masters levels and Study Abroad programs, targeted for full tuition paying international students who do not speak Hebrew and wish to study in English in this specific program.
- 3. Since the TAU International School is not part of the regular curriculum at TAU, any exchange student who comes to TAU within the framework of an academic exchange agreement, shall be entitled to limited number of courses, subject to availabilities and prerequisites, at the TAU International School, excluding the Hebrew Language course which shall not be free of charge.
- 4. Students coming to Tel Aviv University must complete a TOEFL(minimum score:89) or IELTS (minimum score:6.3) exam prior to applying to study on exchange.

V

- 1. Each partner shall remain the owner of any intellectual property rights held prior to the beginning of the co-operation.
- 2. The host university will remain the owner of any intellectual property provided to the exchange student/faculty member for use in the exchange program.
- 3. Ownership of intellectual property in the results of the research performed by the exchange student/faculty member at the home university following his period of study or research at the host university will be determined in accordance with the policy and regulations of the home university, provided, however, that if such research relates directly to an invention or discovery that was first made or discovered in the course of research performed by the exchange student/faculty member at the host university, then the results shall be jointly owned in equal shares by the host university and the home university, and

the host university and the home university shall negotiate in good faith and enter into an agreement regarding the use and commercialization of such results.

4. The host university will own any intellectual property rights resulting from the exchange student/faculty member's research during his period of study or research at the host university, provided, however, that if such research relates directly to an invention or discovery that was first made or discovered in the course of research performed at the home university prior to the exchange program, then the results shall be jointly owned in equal shares by the host university and the home university, and the host university and the home university shall negotiate in good faith and enter into an agreement regarding the use and commercialization of such results.

VI

Each university shall nominate one of its members as its representative in charge of the cooperation program.

It is the task of such member to act as principal contact for individual and group activities, and to plan and coordinate all activities within his/her university, as well as with the partner university.

The representatives of the two universities should maintain contact to evaluate past activities and to work out ideas for future cooperation projects.

The sending institution undertakes to inform its students of the provisions of this agreement, prior to their arrival at the host institution.

VII

The present Agreement has been drawn up in English. It will come into force when signed by both partners.

This Agreement shall remain valid for a period of 5 years and shall be renewed automatically unless revoked by one or both universities with due advance notice.

VIII

The liaison on behalf of TAU shall be the Head of International Academic Affairs. The liaison on behalf of NALSAR shall be Prof. Balakista Reddy

Prof. Yaron Oz, Rector

Tel Aviv University Prof. Rector

Prof. Faizan Mustafa, Vice Chancellor

On behalf of

Nalsar University of Law

Date: November 30, 2017

Date: December 29, 2017







MEMORANDUM OF UNDERSTANDING BETWEEN

NALSAR UNIVERSITY OF LAW, HYDERABAD
INDIA

AND

UNIVERSITI ISLAM SULTAN SHARIF ALI,
BRUNEI DARUSSALAM

THIS MEMORANDUM OF UNDERSTANDING is made on theday of in th	is year
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BETWEEN

NALSAR University of Law, Hyderabad an institution of higher education under the Ministry of Education (hereinafter referred to as "NALSAR"), having its address at (Justice City, Shameerpet-500 101, Medchal District, Telangana State, India) and will include its lawful representatives and permitted assigns on the one part;

AND

UNIVERSITI ISLAM SULTAN SHARIF ALI, an institute of higher learning incorporated pursuant to Universiti Islam Sultan Sharif Ali Order, 2008 and having its address at Simpang 347, Jalan Pasar Baharu, Gadong BE1310, Bandar Seri Begawan, Brunei Darussalam (hereinafter referred to as "UNISSA") and will include its lawful representatives and permitted assigns of the other part;

(hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

WHEREAS

The Participants are desirous of entering into this Memorandum of Understanding (hereinafter referred to as "MOU") to declare their respective intentions and to establish a basis of direct cooperation and collaboration in the fields of research, education and training programs of mutual interest, between the Participants upon the provisions as contained herein.

THE PARTICIPANTS HAVE REACHED the following understandings:

PARAGRAPH 1

OBJECTIVE

The Participants, subject to the provisions of this MOU and the laws, rules, regulations and national policies from time to time in force in each Participant's country, will endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and training programs of mutual interest.

PARAGRAPH 2

AREAS OF COOPERATION

2.1 Each Participant will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

2.1.1 Exchange of Students

- 2.1.1.1 Students of one Participant may be accepted by the other Participant for admission to undertake postgraduate studies if they meet the specified admission requirements and may also be accepted to undergo work attachment programme in the host country if such program of studies includes that particular component.
- 2.1.1.2 Undergraduate students of one Participant may be accepted by the other Participant for admission to undertake some courses as non-graduating students ("Study Abroad Programme") and may also be accepted to undergo work attachment programme in the host country if such program of studies includes that particular component.

2.1.2 Joint workshops and training programs

The Participants will jointly initiate the workshop and training programs of mutual interest. The Participant which initiates any workshop and training program will, in a field of likely interest to the other Participant, wherever possible, invite staff of the latter Participant to participate in the workshop and training program on such provisions to be decided upon mutually in writing between the Participants.

2.1.3 Joint research and development projects

The Participants will jointly initiate the research and development projects of mutual interest. Both Participants will act as a partner or co-researcher in all research proposal submitted by either Participant.

The Participant which initiates a research and development project in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such provisions to be decided upon mutually in writing between the Participants.

2.1.4 Joint education programs

Participants will endeavour to provide joint education programs of mutual interest on such provisions to be decided upon mutually in writing between the Participants.

2.1.5 Exchange of Staff

2.1.5.1 Academic Members

Either Participant may invite an academic member of the other Participant for a short term sabbatical leave or postgraduate doctoral training who may be allowed to be engaged in teaching or research on such provisions to be decided upon mutually in writing between the Participants

2.1.5.2 Non-academic Members

The Participants may decide to exchange Library, Administrative or other non-academic staff for training or work attachment on provisions to be decided upon mutually in writing between the Participants.

2.1.6 Exchange of Publication

The Participants will use their reasonable endeavours to assist each other in the exchange of publication including the reasonable supply of relevant materials and use of equipment required for research.

2.1.7 Cooperation in Other Areas

The link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above to be mutually decided upon by the Participants.

EXCHANGE PROCEDURE

- 3.1 The procedures to be followed in establishing any exchange scheme or programme or any form of cooperative work under this MOU will be as follows:
 - 3.1.1 Proposals for any form of cooperative work which falls under the scope and fields of academic link and cooperation provided in this MOU will be submitted through liaison officers designated by both Participants;
 - 3.1.2 The names of the liaison officers designated by both Participants will be made known to each other in writing from time to time.
 - 3.1.3 The liaison officers will jointly decide on any proposals for any form of cooperative work, provided that the final approval for any exchange scheme, programme or any form of cooperative work under this MOU will be decided and confirmed in writing under the signatures of the Rector of UNISSA and the Vice Chancellor of NALSAR.
 - 3.1.4 The liaison officer who will prepare and supervise the program to be implemented and present a joint annual report about the activities of this MOU to both Participants.
 - 3.1.5 The scope, terms and conditions of any approved exchange scheme, programme or any form of cooperative work will be provided in an Addendum to this MOU as and when the need arises.
 - 3.1.6 The exchange of staff, students or teaching, research and Library materials need not be reciprocal simultaneously.

PARAGRAPH 4

FINANCIAL ARRANGEMENTS

- 4.1 This MOU will not give rise to any financial obligation by one Participant to the other.
- 4.2 Except as otherwise set out in this MOU, each Participant will bear its own cost and expenses in relation to this MOU.
- 4.3 The financial arrangements in establishing any exchange scheme or programme or any form of cooperative work under this MOU will be based on the following principles:
 - 4.3.1 Charges for all activities will, where appropriate, be based on cost recovery as far as possible;

- 4.3.2 Where it is not possible to follow the principle mentioned in Paragraph 4.3.1 above in specific cases, commitment to funding for any activity will be decided upon by discussion and in writing on a case by case basis;
- 4.3.3 Expenses to be incurred or arising from any exchange scheme or programme or any form of cooperative work under this MOU such as advisory visits and staff attachments, will be negotiated and decided upon mutually in writing and by the signatures of the Rector of UNISSA and Vice Chancellor of NALSAR.

EFFECT OF MOU

This MOU serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deemed to constitute or create any legally binding or enforceable obligations, express or implied.

PARAGRAPH 6

AMENDMENTS

- 6.1 Either Participant may request in writing an amendment or modification of all or any part of this MOU.
- 6.2 Any amendment or modification which has been decided to by both Participants will be reduced into writing and will form part of this MOU.
- 6.3 Such amendment or modification will come into effect on such date as may be determined by the Participants.
- 6.4 Any amendment or modification will not prejudice the rights and obligations arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

PARAGRAPH 7

SUSPENSION

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension will take effect immediately after notification has been given to the other Participant through diplomatic channels.

ENTRY INTO EFFECT, DURATION AND TERMINATION

- 8.1 This MOU will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 8.2 This MOU may be extended for a further period as may be agreed in writing by the Participants.
- Each Participant may terminate this MOU by giving the other Participant at least three (3) months written notice of that intention.
- 8.4 Notwithstanding of Paragraph 8.3 above, the provisions of this MOU or any other written agreements in respect of any on-going exchange scheme, programme or any form of cooperative work under this MOU will continue to apply until their completion unless both Participants mutually decide in writing to the earlier termination of the scheme, programme or cooperative work.

PARAGRAPH 9

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Participants and with other international agreement signed by both Participants.
- 9.2 The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.
- 9.3 Notwithstanding anything in Paragraph 9.1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out:-
 - 9.3.1 Jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with the provisions to be mutually decided upon; and
 - 9.3.2 Solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

CONFIDENTIALITY

- 10.1 Each Participant will observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Participant during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
- 10.2 For purposes of Paragraph 10.1 above, such documents, information and data include any documents, information and data which is disclosed by a Participant (the Disclosing Participant) to the other Participant (the Receiving Participant) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Participant or if orally given, is given in the circumstances of confidence.
- 10.3 Both Participants agree that the provisions of this Paragraph 10 will continue to have effect between the Participants notwithstanding the termination of this MOU.

PARAGRAPH 11

NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the Participants or so to constitute either Participant as the agent of the other.

PARAGRAPH 12

SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU will be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third parties or international tribunal.

NOTICES

Any communication under this MOU will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of NALSAR or UNISSA, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Participant may have notified the sender and will, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To NALSAR:

: NALSAR University of Law, Hyderabad

Justice City, Shameerpet-500 101 Medchal District, Telangana State, India

Tel: +91 40 23498102 Fax: +91 40 23498385 Email: vc@nalsar.ac.in

To UNISSA:

: UNIVERSITI ISLAM SULTAN SHARIF ALI

Simpang 347, Jalan Pasar Baharu, Gadong BE1310, Bandar Seri Begawan,

Brunei Darussalam. Tel: +673-2462000

Fax: +673-2462366 / +673-2462233

Email: info@unissa.edu.bn

The foregoing record represents the understandings reached between NALSAR and UNISSA upon the matters referred to therein.

SIGNED IN DUPLICATE at UNISSA on this 12^{κ} day $\frac{12^{\kappa}}{12^{\kappa}}$ in this year of $\frac{2018}{12^{\kappa}}$ in the English Language by the authorised signatories on behalf of the Participants.

For and on behalf of

NALSAR University of Law, Hyderabad India

PROF. (DR.) FAIZAN MUSTAFA VICE-CHANCELLOR

Dated: 12.2.2018

For and on behalf of

UNIVERSITI ISLAM SULTAN SHARIF ALI BRUNEI DARUSSALAM

DR HAJI NORARFAN BIN HAJI ZAINAL Rector

Dated: 12.2.2018

Memorandum of Understanding

Between



NALSAR University of Law, Hyderabad

And



Truth Labs, Hyderabad

15th March, 2018

MEMORANDUM OF UNDERSTANDING

Between

NALSAR University of Law, Hyderabad And TRUTH LABS, Hyderabad

1. Description of both Institutions:

The National Academy of Legal Studies and Research (NALSAR) was established in 1998 by Act 34 of 1998. Since its inception, the University has been home to vital conversations on law and justice. NALSAR University of Law is one of the premier law universities of the country and has been consistently ranked as a top-tier law university of India. NALSAR has pioneered legal research and has been at the forefront of introducing innovations in legal education throughout India. Recognizing the dearth of courses and research in contemporary areas of law, the University has established numerous research centres in the said areas. Technological development and its legal regulation are an inevitable aspect of the contemporary society. Using law as an instrument of social change, the University has supported crusades for land rights, disability empowerment and hate speech. NALSAR is committed to the creation of an ethical legal culture, which protects and promotes the rule of law. The University believes that the cause of building a rule of law society is a continuous enterprise, which is sustainable if it is undertaken with optimism and good cheer.

Truth Labs, Hyderabad, an affiliate of Truth Foundation, a registered nonprofit society is the first independent forensic science lab in India setup by a group of reputed forensic scientists led by Dr. Gandhi P C Kaza in the year 2007 at Hyderabad with the active support and encouragement of eminent public men from judicial, police, defense, administrative, scientific and social service sectors with the sole objective of helping the victims of crime and injustice by providing scientific investigation and detective services using modern tools and techniques. The services were expanded throughout the country in the last 10 years with the regional offices functioning at Delhi, Chennai, Bangalore, Mumbai and Kolkata serving the courts including supreme court and high courts, police including CBI, NIA, CID, EOW, Banks, Insurance companies, corporate, centre and Govt. Departments and undertakings, common people from all over India and 30 foreign countries.

2. Definition of Operative expressions:

NALSAR University of Law (hereinafter referred to as NALSAR), Hyderabad, India and Truth Labs (hereinafter referred to as TL), Hyderabad (hereinafter referred to as 'the parties') agree to coordinate and collaborate in academic, research, training and allied activities by organizing various courses, seminars, workshops, research projects etc. in the fields of police, criminal

Page 2 of 5

justice, forensic sciences etc. and to start with conducting a P.G. Diploma course in **Criminology, Law and Forensic Science** in distance education mode.

3. Areas of collaboration

The parties will jointly organize,

- PG Diploma program in Criminology, Law and Forensic Science through distance mode and short term certificate programs in the areas of Law, Forensic and allied sciences.
- II. Training and teaching in the above areas.
- III. Assisting each other for the organising / participating in national and international workshops, seminars, symposia, conferences, specialized exhibitions and similar events.
- IV. Any other relevant activities of mutual interest of NALSAR and Truth Labs.

4. Administration

- a. The Authorized signatories of both NALSAR and Truth Labs shall manage this Memorandum of Understanding and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this Memorandum of Understanding. Any activity proposed that does not fit into the general terms of this Memorandum of Understanding will be formally incorporated as an addendum to this Memorandum of Understanding, provided the addendum is agreeable to and signed by both parties.
- b. For the purpose of facilitating the day-to-day implementation of this MoU, NALSAR and Truth Labs agree to have regular communications and correspondence.
- c. NALSAR and Truth Labs shall appoint "coordinators" in their respective offices in Hyderabad who shall be responsible for coordinating all communications and directing the implementation of the MoU.
- d. This renewal of MoU shall be effective and comes into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- e. All the parties shall time and again keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.
- f. Truth Labs and NALSAR will identify course material writers to draft the study material and resource persons for conducting P.G. Diploma program in Criminology, Law and Forensic Science.

5. Responsibilities of Coordinators:

The coordinators appointed as per this MoU representing NALSAR and Truth Labs are responsible for smooth and effective functioning of the programs or activities under taken jointly.

Page **3** of **5**

6. Duration

The MoU shall be for a period of 5 years which can be further extended by mutual consultation and agreement from time to time for the specified duration.

7. Financial Provisions

- a) NALSAR will incur all the expenditure from and out of the course fee received from the students / participants to get the study materials printed and meet other academic expenditure incurred towards conduct of the programs.
- b) Payment of honorarium to the resource persons and other expenditure towards conduct of classes and exams shall also be met by NALSAR.
- c) The fees paid by the students shall go to the NALSAR account for meeting all the expenditure related to the course.
- d) The surplus amount after meeting all the expenses will be shared by NALSAR and Truth Labs in the ratio of 70:30.

8. Responsibilities of the parties

a) NALSAR will undertake the following responsibilities:

- 1. Conducting the admission process
- 2. Conducting the contact classes
- 3. Printing and distribution of the study material
- 4. Conducting the examinations
- 5. To issue Diploma / certificates strictly as per the norms of the NALSAR
- 6. and any other cooperation required in this regard for the conduct of the Diploma program.

b) Truth Labs will undertake the following responsibilities

- 1. Preparing the course material on Forensic Science
- 2. Selecting experts in Forensics for conducting contact classes,
- 3. Preparing the question paper and evaluation for courses on forensics,
- 4. Provide the necessary infrastructure and expertise for lab visits without any cost
- 5. Any other cooperation required in this regard for the conduct of the Diploma program.

9. Termination / Amendment / Break down of MoU

- **9.1** Either party may terminate this Memorandum of Understanding by written notification signed by the appropriate official of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.
- 9.2 In the event of a break down due to disagreement etc., the expenditure incurred by the parties would remain on a 'As is where is' condition. This would be decided on a project by project basis.
- **9.3** In case of termination of the MoU, the students in the pipe line have to be serviced and they should be allowed to continue till the end of that semester.

Page 4 of 5

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10. Jurisdiction

All disputes are subject to Hyderabad, Telangana, India, Jurisdiction. Hyderabad jurisdiction can be made applicable unless mutually agreed upon for a change.

11. Intellectual Property Rights:

Intellectual property i.e. the study material developed would be the sole property of the NALSAR.

12. Undertaking by NALSAR and Truth Labs:

- 12.1 The parties here to undertake to work closely and cooperate in the implementation of this Memorandum of Understanding and resolve disputes if any arising between them in relation to this Memorandum of Understanding by amicable means.
- 12.2 The parties to this Memorandum of Understanding or their authorized representatives acknowledge having read and understood the Memorandum of Understanding and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below:

Signed in Hyderabad, India.on day of for NALSAR.

For TRUTH LABS.

On behalf of TRUTH LABS

CHAIRMAN, TRUTH LABS

Dr.K.P.C.GANDHI

Ontbehalf of NALSAR

PROF. FAIZAM MUSTAFA
VICE-CHANCELLOR VICE-Chancellor

VICE-CHANCELLOR VICE-Chancello.

VICE-CHANCELLOR VICE-Chancello.

Justice City, Shameerpet, R.Distt, Hyderabad – 500 101

Witness:

Telangana, India

Witness:

Chairman, C.E.O. Expert Sound, Truth Lubs. HYDERABAD - 500 034.



Agreement

Between

Academic Institutions/Boards/Assessment Bodies

&

Digital Depositories in NAD



K.RAMA CHANDRAVITHI S.V.L.NO. 27/99,R.L.NO. 27/99,R.L.NO.

96876 146435

And

CDSL Ventures Limited, Marathon Futurex, A Wing, 25th Floor, Mafatlal Mills Compound, N.M.Joshi Marg, Lower Parel, Mumbai - 400 013 (name of the Digital depository in NAD along with address and to be represented by Shiva Prasad Venishetty, Manager) (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the other part.

Whereas

The first part is desirous of lodging its academic awards which would be the awards listed by the University Grants Commission (UGC) amongst the following categories:

- (a) any certificate or degree or diploma including related mark-sheets, transcript or evaluation reports or provisional certificates, as the case may be, granted by an Academic Institution; this will also include certificate, degree, diploma for skill development;
- (b) all certifications by National Skill Qualification Framework (NSQF) aligned bodies. This would include all training courses/short term and long term certificate courses/any other courses as offered by institutions approved by the Ministry of Skill Development & Entrepreneurship (MSDE) for participating in NAD;
- (c) Mark sheets, certificates issued by the boards;
- (d) Certificates issued by eligibility test conducting bodies.

And the other part, having been authorized as one of the digital depositories in NAD for the purposes of establishment of National Academic Depository (NAD), agree to offer its services for the purpose of enabling the lodging, authentication and verification of academic awards through the NAD.

Therefore this agreement is entered into between the first part and the other part for a term which is coterminous with the appointment of the other part as Depository by UGC. Provided further that the first part shall ensure that provisions of General Financial Rules, 2017 (as amended from time to time)/State Government Financial rules(as applicable), and the Central Vigilance Commission guidelines and extant Rules, Regulations and Acts are strictly adhered to, while entering into this agreement.

Service Level Agreement (SLA) defines the terms of the other part's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same.

Page **2** of **16**

THE PARTIES AGREE AS FOLLOWS:

1. Purpose

• The objective of this Agreement is for the first part to enter into an understanding with the other part to enable the first part to lodge the academic awards of its students/awardees from the current academic year and also for previous academic years in the NAD Portal.

2. Obligations of the first part

- a) The first part shall provide the necessary information such as Award templates, data masters, student identity details, Aadhar, NAD ID of the student etc. etc to the other part.
- b) The first part shall review and confirm the, master data, Award Images and Award data lodged in NAD system.
- c) The first part shall issue necessary administrative and procedural instructions as are necessary to bring and mandate use of NAD services.
- d) The first part shall lodge the digitally signed XML data and Images of all the academic awards to the other part before issue of the academic awards.
- e) The first part may take necessary steps to popularize the use of the system and facilitate expansion of the system usage.
- f) The accuracy of the data of academic awards and student's identity provided by the first part to the other part, shall be the sole responsibility of the first part. The other part shall avail the data from the first part on "AS IS" basis.
- g) The first part shall ensure that the data downloaded by the authorized users of the first part is used only for authorized purposes.
- h) The first part shall ensure to revoke the access of such of its officials who are no longer required to access NAD system for uploading / downloading information or using NAD system.
- i) The first part shall identify the officials to be trained for using NAD system and arrange to set-up training programs and issue internal instructions in this regard.
- j) The first part shall appoint and notify project coordinators from its side who will meet with the other part on a regular basis and provide necessary guidance, support and review the progress made.

3. Obligations of the other part

The other part shall provide system features and perform incidental services as may be necessary to:

- a. Register first part on NAD;
- b. Provide access to the first part to its digital depository in NAD;
- c. Facilitate first part to efficiently lodge, in its digital depository in NAD, the details of academic awards awarded by it;
- d. Train first part in the process of lodging and retrieval of records in its digital depository in NAD;
- e. Provide efficient online verification of academic awards lodged in by the first part in its digital depository in NAD(with prior student consent);
- f. Provide authenticated copy/copies of the academic award with such security features as may be decided by UGC.



- g. Provide an authenticated copy of academic award in its digital depository in NAD when so requested by the student or an entity authorised by the student;
- h. Register students in NAD, based on Aadhaar / Unique NAD ID;
- i. Map academic awards to concerned student on the basis of Aadhaar ID or the verified NAD-ID seeded in the Award data;
- j. Maintain the authenticity, integrity and confidentiality of its digital depository in NAD database and block access to any unauthorized users;
- k. Mandatory inclusion of Student's identity details i.e. Aadhaar / NAD Registration ID in Academic Awards made available from NAD;
- Allow lodging of academic awards by first part in NAD system in XML data formats/ image format and after applying due process of internal data review, validations, authorization and submitted to NAD with Digital Signature Certificates; both data and image format would be required for uploading/lodging of academic awards in the NAD;
- m. Ensure that all data lodged by the first part remain secure in its digital depository in the NAD and no data loss happens due to destruction, unauthorized manipulation, archiving etc;
- n. Ensure that the academic awards lodged by the first part in the digital depository in NAD is, at all times, accessible online to either the first part, or the concerned awardee/ student or to a person authorized by the concerned awardee/student to access his/her award.
- o. Ensure that the academic awards lodged by the first part facilitate <u>online interaction</u> and exchange of information with the <u>Central Identities Data Repository</u> created by the Unique Identification Authority of India,
- p. Ensure that the academic awards lodged by the first part are compliant with the Digital Locker technology of MeitY.
- q. Ensure that the academic awards lodged by the first part are transmitted to the other depository/ies in NAD in mutually agreed format between the digital depositories and also therefore to ensure inter-operability of system design and software between them. Syncing of data shall take place, between the two depositories in the NAD in order to resolve transmission errors, on multiple occasions in a day.
- r. Report and confirm back to the first part, after lodging of records, indicating, inter-alia, the NAD ID of the student and the Individual records/certificate ID created against each record.
- s. Provide/share the academic award data only upon receipt of consent from the student.
- t. Make available for verification data relating to academic award to Authorized Users with prior consent of the student.
- u. Provide Reports/Statistics or authenticated copy/ies of any specific academic award pertaining to any student/s in the digital depository when so requested in writing by any Statutory/Regulatory authority subject to approval by UGC.
- v. Not to use the data for any other purpose than as defined under this agreement.
- w. Perform such other duties as may be mutually agreed between the first part and the other part.
- x. The source course/object code together with any related materials or documentation shall remain the property of the other part. However, the same shall be shared by the other part with UGC as and when required.
- y. Consent from the student for sharing of the academic awards/data shall not be required in cases like verification sought by statutory bodies/constitutional bodies/investigating agencies during the course of any enquiry/investigation.
- z. If the student chooses to shift his account from one constituent depository of NAD to the other, the other part shall ensure seamless transfer of registration details and records.



aa. Where an inspection or enquiry or investigation is undertaken by the UGC, the other part or its shareholder or associate and every manager, director, managing director, chairperson or officer and other employee of depository shall co-operate with the investigation team.

4. Process of verification and authentication

- a. A person requiring verification and authentication of any specific academic award in the NAD will register on the depository system after complying with a process of KYC and on the payment of applicable charges.
- b. The other part shall, on the same day (within 24 hours), the day on which such application is received, verify and authenticate the specific academic award, if lodged in the digital depository, or inform the applicant of the non-availability of such academic award with it on the same day(within 24 hours)/next working day (in case the same day is a holiday) and would refund the charges paid by the applicant, within two working days in case the academic award is not lodged with the digital depository. However, the third party verification would be subject to the consent of the student concerned and the period of same day would apply only after receiving the consent of the concerned student.

5. Reports

- a. The other part shall provide tools to the first part for checking the progress of the project. This shall include the department wise, daily, weekly, monthly and overall progress.
- b. The other part shall provide prescribed MIS reports as per requirements to the first part as well as to the UGC.
- c. The format, content, periodicity and other information related to reports shall be discussed, approved in writing and finalized with the other part.

6. Training

- a. The other part would provide training to the identified Staff of the first part. The training would happen in the premises notified / provided by the first part.
- b. The training shall be conducted in batches of 25 each. The other part will train and make the staff of the first part conversant with the processes involved in the lodging of academic awards and other related processes in the digital depository.
- c. The training shall be carried out as per mutually convenient timelines.
- d. The training shall concentrate on -
 - Basics of the proposed solution
 - > Processes involved in lodging of academic awards and other related processes.
 - Generation of reports and interpretation of the same

7. Payment Terms

- a. The other part shall notify the charges/tariffs payable by all users in the form of ceilings on each of the NAD services and the same shall be prominently displayed on its website.
- b. Payment for any service(s) shall be made by the first part as per the rates as agreed between the first part and the other part.

- c. The charges agreed upon after following due process between the first part for any service(s) being availed by it and the other part shall not exceed the corresponding charge ceilings as notified by the other part and published on its website.
- d. The list of various service charges is at Annexure A. These rates cannot be modified to the disadvantage of the first part/students of the first part for the first two years or till 30th September, 2019 whichever is earlier.
- e. In case the notified tariffs and charges against the NAD services are found unreasonable at any stage, the competent authority as decided by the Government may form an investigation team to look at the reasonableness of the tariff/charges and its order on the matter shall be final and binding on the other part.

8. Hardware & Software Infrastructure

8.1. Infrastructure

- a. The other part shall use its own infrastructure. This shall include, all hardware as is required for the successful operation, maintenance and implementation of the Project;
- b. The other part shall host the server infrastructure of digital depository of NAD in a data centre facility as decided by it;
- c. The other part shall deploy its own human resource / vendor for all the aforementioned activities and would deploy adequately skilled manpower resources to implement NAD within the specified time.
- d. The other part shall use its own hardware and licensed software including other software such as required for this application.
- e. The application software will be a web based application.
- f. The NAD system comprising depositories/portal/IT infrastructure/stakeholders should adhere to the Information Technology Act 2000 and all amendments thereof.
- g. The two depositories should also have Disaster Recovery (DR) sites highlighting the DR type and location.
- h. The web-based NAD application provided by the two depositories should meet the Uptime requirement of at least 99.5%.
- i. The website of NAD should be GIGW compliant.
- j. The other part should comply with all technical audit requirements as prescribed by UGC from time to time and shall publish such reports and certificates in their website. However, the first part, if it so desires to conduct an additional periodic Vulnerability Assessment Penetration Testing (VAPT) or any such other technical audit, may do so either through its own technical cell or through any other agency at its own cost.

8.2. Archival and Duration of storage

The academic awards data shall be stored on the SAN (Storage Area Network). The other part shall have a well designed archival facility with an audit trail for NAD system. The UGC shall

define the time limit (in years) for archiving the data (i.e. years after which the academic awards would be archived).

8.3. Ownership of Hardware, Software & Data

The ownership of hardware and software resources deployed by the other part shall rest with it. The data received by the other part from the first part shall, at all times, remain the exclusive property of the first part.

9. Confidentiality

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The data/academic awards are provided by the first part to the other part for hosting on the NAD portal for the purpose of being ultimately downloaded by various stakeholders. Such data/academic awards shall be considered as "Confidential Information" from the date on which it is received by the other part (as per the process of supply of data that has been mutually agreed to between the first part and the other part in writing) till the date on which it is hosted on the NAD portal and made available to public at large. The other part shall ensure complete confidentiality of such data/academic awards provided by the first part, until the time it is hosted on NAD portal and it agrees to limit disclosure of confidential information to employees, software developers on a "need to know" basis. The other part shall not make or allow any of its employees, developers or agents working on the NAD project to make any unauthorized use of the confidential information for any purpose directly or indirectly. Employees, agents and developers working on NAD project shall be under written obligations of confidence and nonuse with respect to such confidential information received thereto. The other part will be responsible to ensure that no piece of confidential information will be passed on to any other third party without written permission of the first part or any Official authorised by the first part. Adequate provisions shall be made not to allow unrestricted access to such confidential information to employees who are not involved on the NAD Project.

The other part may disclose such Confidential data only to the extent the other part is required to disclose on account of order of any competent court or tribunal provided however that while disclosing such data, the other part shall keep the first part informed of the same vide a prior notice unless such notice is prohibited by applicable law.

Provided further that both the first and other part shall maintain the confidentiality of Aadhar information as specified under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016

- 9.1. Exceptions. Notwithstanding the above, the other part will have no liability to the first part with regard to any Confidential Information of the first part which the other part can demonstrate:
 - a) was in the public domain at the time it was disclosed to the other part or has become in the public domain through no fault of the other part;
 - b) was known to the other part through no breach of any other confidentiality agreement at the time of disclosure, as evidenced by the other part's files in existence at the time of disclosure;
 - was independently developed by the other part as evidenced by the other part's files in existence at the time of disclosure;



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10. Service Quality

- a) The other part shall comply with the provisions as stipulated in the tripartite agreement carried out between UGC and depositories.
- b) The other part shall strictly follow the uptime application norms as devised and amended from time to time by Ministry of Electronics and Information Technology (MeitY). Further, the other part shall adhere to all applicable norms of MeitY to make NAD system efficient and user-friendly.
- c) The other part shall use the data provided to them by the first part strictly in the manner as stipulated in the tripartite agreement(between UGC and depositories)/Agreement(between first part and second part) and in no other manner. In the event of any misuse of data by the other part by way of interpolations or tampering of the data provided to them by the first part, shall be dealt with as per the penal provisions provided under the Indian Law.

11. Indemnity

- 1. Both the parties shall indemnify each other as mentioned herein. The Indemnifying Party undertakes to indemnify and hold harmless the Indemnified Party from and against all losses, claims or damages to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to:
- a the Indemnifying Party's breach or non performance of any of the Indemnifying Party's undertakings, warranties, covenants, declarations or obligations under this Agreement;
- b. The first part shall indemnify and hold harmless the other part from any claims by third parties for damages or loss caused arising from the inaccuracy or deficiency in the data of academic awards as provided by the first part to the other part and hosted on the NAD portal.

12. Term & Termination

12.1. Term

- I. The agreement shall be valid initially for a period of two years from the date of signing the agreement but not later than 30th September, 2019 subject to continuity of the appointment of the other part as "Depository" by UGC. This agreement may be renewed with the approval of the Competent Authority from time to time. In the event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect.
- II. In the event of the agreement having lapsed, the other part shall transfer all the records/data provided to them by the first part to UGC/or to the entity as directed by the UGC.

12.2. Termination

Revocation of appointment of the other part:



- 1. The first part may, if it is satisfied after making such enquiry as it deems fit, revoke the appointment of the other part on any or all of the following grounds, namely;
 - a. where other part, in the opinion of the first part, makes willful or continuous default in any act of commission or omission as required by or under the Service Level Agreement;
 - b. where the other part commits breach of any of the terms or conditions of the appointment as
 digital depository of NAD which is expressly declared by such appointment to render it liable to
 revocation;
 - c. where the other part fails, within the period fixed in this behalf by its appointment, or any longer period which the first part may have granted therefore, to show, to the satisfaction of the first part, that such agency is in a position fully and efficiently to provide the services required of it and discharge its duties and obligations imposed on it by its appointment;
 - d. where in the opinion of the first part, the financial position of the other part is such that such agency is unable fully and efficiently to provide the services required of it or discharge the duties and obligations imposed on it, by its appointment;
- 2. No appointment shall be revoked under Clause 12.2(1) unless the first part has given to the other part not less than thirty days notice, in writing, stating the grounds on which it is proposed to revoke the appointment, and has considered any cause shown by the other part within the period of that notice, against the proposed revocation.
- 3. Where the first part revokes the appointment under Clause 12.2(1), it shall serve an order of revocation upon the other part and fix a date on which the revocation shall take effect; which shall not be less than 30 days from the date of the said order; and such revocation shall be without prejudice to the action which may be taken against it in under any other law for the time being in force.
- 4. The first part may, instead of revoking a appointment under Clause 12.2(1), permit such appointment to remain in force subject to such further terms and conditions as it thinks fit to impose and as agreed by the other part in writing, and any further terms or conditions so imposed shall be binding upon and be observed by the other part for digital depository in NAD and shall be of like force and effect as if they were contained in the initial appointment at the time of signing the agreement.
- 5. In the event of the agreement being revoked by the first part, the other part shall transfer all the records/data to the other constituent depository of NAD.

13. Notices

All notices or other communications required to be given hereunder shall be in writing, in the English language and delivered either personally or by e-mail, fax requesting delivery receipt or prepaid registered postage with acknowledgement due, to the following address or as otherwise requested in writing by the receiving party in accordance with terms of this clause. Notices delivered personally shall be effective upon delivery and notices delivered by e-mail and fax shall be effective upon sending and successful delivery/ receipt by the party to whom they are addressed. Notices delivered under prepaid registered postage shall be effective seven days from the date of dispatch:



The First Part	For the other part
Attention: Head of the institution of the first part	Attention: Managing Director & CEO of the other part

14. Force Majeure

- 1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- 2. The other part shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- 3. For purposes of this clause, "Force Majeure" means an event beyond the control of the other part and not involving other part and not involving the other part's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on the performance of NAD.
- 4. If a Force Majeure situation arises, the other part shall promptly notify the first part in writing of such conditions and the cause thereof. Unless otherwise directed by the first part, the other part shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - (i) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - b. Explosion or chemical contamination (other than resulting from an act of war);
 - c. Epidemic such as plague;
 - d. Any event or circumstance of a nature analogous to any of the foregoing.
 - (ii) Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;



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- **b.** Strikes, work to rules, go-slows which are either widespread, nation-wide, or statewide and are of political nature;
- c. Any event or circumstance of a nature analogous to any of the foregoing.

15. Resolution of Disputes

- The first part and the other part shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this agreement.
- 2. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitration shall be governed by UGC. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi.
- 3. Wherever dispute is raised by the first part during the course of implementation of the agreement/contract, prior legal advice should be sought by the first part before initiating any such action and the statement of claim for arbitration should also be got vetted by the first part by obtaining legal and financial advice.

16. Severability

Should any part of this Agreement be declared illegal or unenforceable, the Parties hereto will cooperate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement.

17. Entire Agreement

Subject to any terms implied by law, this Agreement along with its Annexure constitutes the entire Agreement between the first part and the other part and supersedes any previous Agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement or otherwise agreed to by mutual consent of both the parties given in writing.

18. Effective Date of Agreement

This Agreement shall be with effect from the date of signing this agreement and will be valid subject to continuity of the appointment of the other part as "Depository" by UGC. In the

event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect.

In WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year herein above written

SIGNED by Authorised		SIGNED	by	Authorised
the first part	NIVERSI	representative	•	ENTUN
By Mr. Signature Designation Address	Hydombad P	By Mr. Shiva Bignature	Prasad V Manager Central a) Limite Estate, I	Depository ed, 302, Mari Owarakapuri
Witness Name: Address		Witness Name: Address		
Place: Date:		Place:		
Date.		Date:		

Various Heads of Charges

		Schedule of User Charges	
Sr. No.	Charge head	Service Description	Charge Ceiling
		Charges payable by first part	
1.1	Registration	Depository would receive the Registration form, Agreement and User Creation Forms as per details and data format approved by MHRD / UGC in physical / online manner. Depository would perform basic validations / checks with UGC database and other documentary checks, including on the status of recognition. Depository would register the AI on Depository System, Allocate a Unique AI Code, create access for Authorised Users of the AI and inform the AI of the same. Depository would also share the AI details with other Depositories of NAD.	Waived upto September 30, 2019.
1.2	Annual Maintenance Fee	Depository would maintain the details of AI, Courses operated by it, affiliated colleges, awards data lodged and details of mapping with the concerned students. It will facilitate the AI to perform and operate such services as described in agreement between the AI and the Depository and provide free access to awards lodged by the AI and reports on such awards and their usage.	Waived upto September 30, 2019.
1.3	Initial Training	Depository will provide digital training* collaterals, support and conduct one training program to facilitate the officials of the AI to understand and operate Depository system.	Waived upto September 30, 2019. *In case of Training-Trainer's Boarding, Lodging & Travel (at actuals) will be arranged by the Al.
1.4	Upload of awards data in specified format	Depository will provide access to the AI to lodge the authenticated, verified and authorised data of academic awards in Depository system under a system of digital signatures and make-checker verification. The AI need to prepare the data in data format as prescribed by Depository and so as to be compatible with Depository System and Digital Locker System and need to contain verified details of the Aadhaar or NAD ID of each student. Depository system will validate the data as per its internal validations, format validations and master data validations. Depository system will generate academic awards, create unique NAD Certificate ID, provide response file to AI, map the awards with students registered in NAD. Depository will share the awards data with other depositories of NAD. It will enable the students and verifiers to access award details and copy/download the same. NAD award data will be the final data of award details and will be kept updated by AI.	Waived upto





1.5	Mapping of award to the student's registered NAD Account based on Aadhaar / NAD ID - as provided by AI / Govt. Deptt / Statutory Bodies	based on the registered NAD account of the student. Al will provide student identity details for each award being lodged including Aadhaar /existing NAD ID as part of awards data. Depository will match the student identity in NAD account	NÎL.
1.6	Standard MIS	MHRD / UGC/AI will identify the important reports that may be needed by AI to operate and use the system. Such reports will be made available by the Depository as Standardised reports. AI can draw these reports from the Depository and use the same.	NIL.
1.7	Verification of Awards issued by other Academic Institutions / Govt. Departments / Statutory Bodies	If the AI needs to verify the academic awards lodged by any other participating AI in the system for a purpose which is consistent wth NAD Objectives, it can apply through the Depository system to verify such awards. Depository will generate a unique transaction ID and present the verification request to the concerned student. Student can view the request, reasons for requesting verification and also the details of the Verification entity. If student approves the verification request, the award details would be made available to the verifying entity for its use. This may be available for access for the period as may be limited by the student or Depository policy.	10% of AI Charges subject to minimum of Rs. 25/-

		Charges payable by Students / Award Holders	•
2.1	Registration	Depository system will provide facility to the Students / Award Holders to register on Depository system and create an online account to access and store their digital academic awards. This facility would use such registration and KYC processes as may be considered appropriate from time to time. Presently the registration is enabled on two methods 1) Aadhaar based online KYC or 2) Declaration of the details by the student and Verification by the Academic Institution.	NIL.
2.2	Viewing of Academic Awards	Depository would enable the student with whom a particular NAD Certificate ID is mapped to view the academic award online.	Currently waived for all Students.
2.3	Annual Usage Fee	Depository would maintain the details of student profile, awards data lodged and mapped, transactions effected and audit trail. Depository will provide important communications and alerts to concerned students. It will facilitate the Student to perform and operate all services as NAD framework and reports.	
2.4	Downloading of Academic Awards	Depository would enable the student with whom a particular NAD Certificate ID is mapped to download the academic award online.	

Note:

- 1. Payment Gateway Charges, Charges levied by UIDAI, Taxes, Printing & Despatch Costs would be charged extra.
- 2. Verification request can be initiated by the Verifying Entity or by the Student / Award Holder to whom the NAD Certificate is mapped. Both the Users are able to decide whether Verifying Entity should pay the Tyentication fee or the concerned Student / Award Holder.

- 3. Student consent is mandatory for all Verifications.
- 4. The Verification Charges will be over & above the Al Charges.
- 5. Any service not listed here would be provided based on need and mutual scope and commercial agreement between the Depository.
- 6. The Commercials may be revised from time to time subject to mutual consent.
- 7. Condition of Charges is subject to MHRD/UGC guidelines.







Academic Institution (AI) Officials' details



1	Name of the Academic Institution (AI):	NALSAR UNIVERSITY OF LAW
2	Details of Authorized AI Contact:	
a. b. c. d. e.	Name: Designation: Contact Number: Mobile: Email ID:	N.BALAKISTA REDDY. DY. RECUISTRAR C40-23498104/103- -994866091.6 registrare nalson. aciin.
3	Details of Nodal Officer:	
a. b. c. d. e.	Name: Designation: Contact Number: Mobile: Email ID:	Nagalaxmi Aggi Registral 040-23498212 9010189600 admissions@nalsav.ac.in

Authorised Signatory
(Name and Signature with stamp)

Prof.(Dr.)V. Balakista Reddy Professor of Law & Registrar NALSAR, UNIVERSITY OF LAW Post Box No.1, 'Justice City', Shameerpet Medchal' District, Hyderabad - 500 101 Telangana, India.





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GENERAL INTERNATIONAL AGREEMENT FOR ACADEMIC COOPERATION BETWEEN

NALSAR UNIVERSITY OF LAW

Hyderabad, Telangana, India

AND

ICALP (International Center for Animal Law and Policy)

Faculty of Law – Universitat Autonòma de Barcelona Barcelona, Spain

The Animal Law Center at NALSAR University of Law, Hyderabad and the ICALP (International Center for Animal Law and Policy) at the Faculty of Law at the Universitat Autònoma de Barcelona represented by its Rector, Dr. Margarita Arboix Arzo according to the Decree 206/2016, of 31 May, and located in Building A of the UAB Campus, 08193 Bellaterra (Cerdanyola del Vallès), Spain, and with tax residence number Q-0818002-H as defined in Article 78, paragraph m) of the current statutes, establish this General Agreement to foster international cooperation in education and research.

- 1. Both parties agree to encourage the following activities, in particular to promote international academic cooperation:
 - a) Exchange of materials in education and research, publications, and academic information;
 - b) Exchange of faculty and research scholars/ associates;
 - c) Joint research and meetings for education and research;
 - d) Technical assistance:
 - e) Student exchanges (student exchanges require additional forms);
 - f) Creation and marketing of electronic instruction media, including credit and non-credit courses; these could be made available through a variety of means including material for third party licensing, direct enrollment, or for sale. The parties may use their own marketing channels or consider options involving use of third party marketing channels, as well as consortia in which one or both of the parties is a member;
 - g) In particular it is expected that there will be cooperation between the Animal Law Center of NALSAR University of Law, Hyderabad and ICALP which coordinates the Animal Law and Society Master Program (onsite and online) the Faculty of Law of the Universitat Autònoma de Barcelona. This will include the sharing of legal information for their animal law websites (if any) with joint acknowledgement of such efforts. There will also be sharing of teaching materials and promotion of scholarly studies about animal law.

Before these activities can be implemented, both parties shall discuss the problems involved to the satisfaction of each party and enter into specific activity agreements based on mutually agreed objectives and outcomes of the relationship.

2. This General Agreement shall be applicable to educational and research organisations attached to each party.

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- 3. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this Agreement.
- 4. This Agreement is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop genuine and mutually beneficial exchange process for teaching, research and outreach activities.
- 5. This General Agreement shall become effective as of date of signatures of both parties. The Agreement may be amended by the written consent of the parties.
- 6. The parties intend to review this General Agreement every five (5) years to evaluate the progress and the quality of the mutual cooperation. This General Agreement may be amended only by the written consent of the parties.
- 7. This Agreement may be terminated by either party with a minimum of one hundred and twenty (120) days written notice, Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.
- 8. Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, colour, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.
- 9. Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For Animal Law Center, NALSAR University of Law, Hyderabad

Name: Professor. Faizan Mustaffa

Title: Vice Chancellor, NALSAR University of Law, Hyderabad

Address: Animal Law Center, Post Box No.1, Justice City, Shameerpet, R.R. District,

Hyderabad- 500101, Telangana

Phone: +91 40 23498104 Email: vc@nalsar.ac.in

For Universitat Autònoma De Barcelona, the contact person will be:

Name: Marita Giménez-Candela

Title: Professor of Roman Law. Director of the Master in Animal Law and the ICALP

(UAB)

Address: Facultat de Dret. C/ De la Vall Moronta, s/n. Campus de la Universitat

Autònoma de Barcelona. 08193 Cerdanyola del Vallès (Barcelona). Spain

Phone: +34 935812225; Cell: +34 616146900 Email: teresa.gimenez.candela@uab.cat

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Signing for Animal Law Center, NALSAR University of Law, Hyderabad:

Signing for Universitat Autònoma de Barcelona:

Prof. Faizan Mustaffa Vice Chancellor

Date: 1st October of 2018

Dra. Margarita Arboix

Rector

Date:





MEMORANDUM OF UNDERSTANDING Between

Santa Clara University, Santa Clara, California, USA and

The National Academy of Legal Studies and Research, Hyderabad, India

Santa Clara University and the National Academy of Legal Studies and Research University of Law (hereinafter referred to as "NALSAR Law") hereby enter into this Memorandum of Understanding (MOU) to further academic, educational, and cultural exchange between the two Institutions as follows:

- 1. Both parties agree to explore potential collaboration related to:
 - A. Reciprocal exchange of faculty, staff, and students
 - B. Non-reciprocal visiting undergraduate and graduate study abroad students
 - C. Opportunities for joint research projects
 - D. Exchange of academic publications and information, and
 - E. Promotion of other academic activities
- This MOU does not, in and of itself, obligate either NALSAR Law or Santa Clara University to any financial expenditure. Such obligations, if any, will be made as part of specific Agreement of Commitments (AOC's) developed under this MOU.
- 3. This MOU will be signed by Santa Clara University and NALSAR Law, and will remain valid for five (5) years. At the end of the five-year term, this MOU will be extended automatically for a further five (5) years unless either party terminates this MOU before the expiration of the then-current term.
- This MOU can be amended as agreed by both parties or terminated by either party with 60 days written notice.
- Should this MOU be terminated, any AOC's created under this MOU will expire at the end of their then-current terms.
- Two (2) copies of this MOU will be signed in English, and both copies are recognized as formal documents. Each institution will keep one copy.

Signed by:

Kevin O'Brien, S.J.

President

Santa Clara University Date: January 8, 2021 Faizan Mustafa

Vice-Chancellor

The National Academy of Legal Studies and Research

Date: February 28, 2020

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AGREEMENT FOR PROGRAMS FOR DEGREE AND NON-DEGREE VISITING STUDENTS

Between
Santa Clara University School of Law
Santa Clara, California, USA
And
The National Academy of Legal Studies and Research
Hyderabad, India

This Agreement for Programs for Degree and Non-degree Visiting Students (hereinafter "Agreement") is entered into as of the last date of execution shown below, by and between Santa Clara University School of Law {hereinafter referred to as "Santa Clara Law") and the National Academy of Legal Studies and Research (hereinafter referred to as "NALSAR Law"). Santa Clara Law and NALSAR Law hereinafter shall be referred to as "collaborating institutions." The parties mutually agree as follows:

A. Scope of Agreement; Definitions

- 1. The purposes of the Agreement are to promote academic collaboration and international exchange between students and, where applicable, to continue and further develop the collaborating institutions' previous academic and educational cooperation through visiting student relationships and LL.M. degree programs. It is expressly acknowledged that some institutions do not have LL.M. degree programs so the provisions in this Agreement pertaining to LL.M. degree programs are not applicable to those institutions.
- 2. The term "Host Institution" shall mean the university/law school which is accepting a student from the other Institution for a semester of study. The term "Home Institution" shall mean the university/law school from which a student is being sent to study at the other Institution.
- The term "non-degree" student shall mean "non-degree, non-matriculating" students
 for purposes of Santa Clara University's classification of students. "Degree" students
 under this agreement shall mean students pursuing a graduate, LL.M. degree at the
 "Host Institution."
- 4. The scope of the Agreement concerns graduate law degree programs (LL.M. degrees) offered by the collaborating institutions, if applicable, and J.D. and undergraduate law degree student visiting programs between Santa Clara Law and NALSAR Law. In particular, the Agreement contemplates Santa Clara Law students visiting on a one or two-semester basis at NALSAR Law and Santa Clara Law hosting NALSAR Law students on a semester or two-semester basis. Further, the Agreement expressly contemplates NALSAR Law students and Santa Clara

Law students visiting the Host Institution for one semester and then remaining at the Host Institution for an additional semester or semesters to earn an LL.M. degree from the Host Institution.

- 5. This Agreement, upon completion, is intended to replace any prior "exchange program" agreements between the collaborating institutions. However, this Agreement should be construed as seeking to continue the cooperative educational relationship between the collaborating institutions to the extent there are any such prior exchange agreements.
- 6. This agreement will further goals of academic exchange as agreed in the accompanying Memorandum of Understanding.

B. Duration of the Agreement; Modification and Cancellation

- 1. The Agreement shall take effect on the date of the last signature and continue for a period of five years and, with the agreement of either law schools or law departments, it may be renewed for additional five year periods.
- 2. The Agreement may, during each five year period, be modified or revised by mutual written consent of the two law schools or law departments. Further, the parties may cancel the Agreement by providing notice in writing to the other party at least six (6) months in advance of the intended termination date. Any students already enrolled in programs at the Host Institution will be allowed to carry out the terms of their exchange in the event that the termination arises during this time frame.

C. Number of Students

- Each academic year during the term of this Agreement, each institution may nominate one student to be enrolled at the other institution pursuant to the terms of this Agreement. The parties may agree to a higher or lower number of students by providing notice to the other party. Nominations may be made for both degree students covered by this Agreement and non-degree students.
- 2. Degree students covered by this Agreement are those who seek nomination to and matriculation as visiting students and, concurrently, apply to the Santa Clara Law graduate law or NALSAR Law graduate law programs. Santa Clara Law has a strong preference for students who complete a semester as a visiting student and then remain for a second semester in order to complete the requirements for an LL.M. degree awarded by Santa Clara Law.
- 3. Santa Clara Law acknowledges that maintaining some balance between incoming students from NALSAR Law and outgoing students from Santa Clara Law is impractical and, instead, Santa Clara Law will encourage its students to seek nomination for visiting student admission to the Host Institution while accepting a stated number of one or two-semester visiting students or, if no stated number is agreed upon, accepting visiting students until Santa Clara Law reaches the maximum number of students to be admitted. Santa Clara Law will provide sufficient advance notification to Host Institution once it reaches the maximum number of students to be admitted as visiting students at Santa Clara Law.

D. Dates of Activity

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- 1. The dates of activity will follow the academic terms of each institution.
- At Santa Clara Law: Two 15 week semesters including final examination time periods. Fall semester: mid-August to mid-December; Spring Semester: Early-January to mid-May.
- At NALSAR Law: Two 17 week semesters including examination periods. The odd semester runs between July 1st- October 31st while the even semester runs between January 2nd-April 30th

E. Nomination and Admission Procedure

- For purposes of selection of visiting students for admission to Santa Clara Law there
 is a high priority for students who elect to pursue an LL.M. degree as part of this
 arrangement. However, applications and nominations from non-degree seeking
 students from NALSAR Law will be evaluated for admission and matriculation
 according to Santa Clara Law admission criteria and this Agreement.
- 2. NALSAR Law will screen and select its students for this program who have completed at least two years of legal education at the university level. These students should demonstrate a strong academic ability and evidence proficiency of the English language, sufficient to be able to successfully participate in all aspects of legal education at Santa Clara Law. Santa Clara Law will screen and select Santa Clara Law students for this program who have completed at least one year of law school education at Santa Clara Law.
- 3. Participating students will be nominated by their Home Institution, applying the following additional criteria: (a) academic excellence whose criteria will be determined by the Home Institution and (b) satisfactory compliance with other institutional norms for international legal studies. Students, once chosen and notified by the Host Institution, may not be rejected for this program with less than four (4) months' notice before the start of the student's enrollment, provided the application and admission period allows for this, and sufficient advance notice should be given to the Home Institution of any deficiencies in the application.
- 4. Students selected by the Home Institution are required to complete the application process of the Host Institution according to its procedures and within the deadlines of that Institution. For students entering Santa Clara Law in the fall semester, April 15th is the appropriate deadline and for students entering in the spring semester, September 15th is the appropriate deadline. For students entering NALSAR Law in the fall semester, April 15th is the appropriate deadline and for students entering in the spring semester, October 15th is the appropriate deadline.
- 5. All students seeking to be admitted as a non-degree student must take appropriate steps to learn about and secure the appropriate immigration sponsorship. For NALSAR Law students, all student documentation must be received by Santa Clara University's International Students and Scholars (ISS) department by ISS immigration document request deadlines. Documentation includes non-degree

student application, an official transcript, documentation of English Proficiency, proof of funding, passport information and compliance with Santa Clara University insurance requirements. Enrollment at Santa Clara Law is contingent upon the student receiving the appropriate visa to enter the United States. For Santa Clara Law students, all law students must familiarize themselves with the relevant travel information published by the US Department of State as well as learn about and comply with the immigration requirements of the Host Institution's country.

6. Neither Institution will deny participation to students on the ground of race, national or ethnic origin, religion, age, sexual orientation, gender, marital status, disability or any other characteristic protected by law.

F. Status of Students; Tuition

- Visiting students accepted to Santa Clara Law have the opportunity under this
 agreement to apply for, and receive, an LL.M. degree from Santa Clara Law. Further,
 if NALSAR Law awards LL.M. degrees, Santa Clara Law students accepted by
 NALSAR Law shall have the opportunity under this agreement to apply for, and
 receive, an LL.M. degree by NALSAR Law.
 - i. Transferring from non-degree student to degree student- NALSAR Law Students
 - a. NALSAR Law students who wish to earn an LL.M. degree from Santa Clara Law must indicate this in writing upon first submitting an application to Santa Clara Law to attend as a non-degree student. If found satisfactory for admission to the LL.M. program, they will be admitted prior to beginning their studies at Santa Clara Law. At this time, the appropriate LL.M. degree program is the LL.M. in United States Law (which, at the time of this agreement allows an emphasis in General Studies, Intellectual Property, Human Rights or International and Comparative Law). However, as changes are made in Santa Clara Law's LL.M. degree offerings, additional or different LL.M. programs or areas of emphasis may become appropriate for Host Institution students.
 - b. For administrative purposes, NALSAR Law students are admitted to Santa Clara Law as non-degree students in their first semester and then LL.M. graduate level students in their second or subsequent semester(s).
 - c. NALSAR Law students are exempt from paying tuition at Santa Clara University during their semester as a non-degree student. However, as degree students in the second or subsequent semesters they will be required to pay all applicable tuition costs (at the graduate, LL.M. level) established by Santa Clara Law.

Therefore, for example:

Student Name	Semester of Study	Tuition Payment
John Doe	First Semester: "Exchange"	None
John Doe	Second Semester: "LLM"	Regular LLM tuition at Santa Clara Law rates

ii. Santa Clara Law Students at NALSAR Law

- a. Santa Clara Law students studying at NALSAR Law and enrolled as a non-degree student will be exempt from paying semester tuition to NALSAR Law. Santa Clara Law students studying at NALSAR Law will have the option to enroll in any of NALSAR Law's LL.M. degree programs upon determination of admission by NALSAR Law. Santa Clara Law students who wish to earn an LL.M. degree from NALSAR Law must apply for admission according to NALSAR Law's application requirements and deadlines.
- b. Santa Clara Law students will pay the regular LL.M. degree tuition to NALSAR Law and all applicable costs beyond the non-degree semester. Santa Clara Law will not be responsible for payment of tuition to NALSAR Law, and such payment is the sole responsibility of the Santa Clara Law student.

G. Enrollment in Classes, Transcript, Grades

- 1. Non-degree, non-matriculating students will be permitted to select and enroll in courses approved by the Host Institution. For NALSAR Law students, the number of credits allowed is between 8-12 units during the semester they are in residence at Santa Clara Law. For Santa Clara Law non-degree students, course selection will be limited to ones pre-approved by Santa Clara Law to make certain that the courses selected will further the legal education goals of the students and will qualify for recognition of academic credit.
- 2. Each institution agrees to provide a transcript of grades earned by each student as soon as possible after the end of each semester. Each Institution will attempt to provide assistance in translating grades and credits into the Home Institution's system. Although recognition is given to academic credits granted by both Institutions, transfer courses must meet the Home Institution's credit and curricular requirements, and the validation of marks obtained is the sole responsibility of the Home Institution.
- Each Institution also agrees to designate a person responsible for addressing student concerns and who will be available to consult with and advise those students.

H. Accommodations

- Each Institution will make reasonable efforts to assist students from Host Institution in finding suitable accommodations while at Host Institution, organize orientation activities for the students, and provide ongoing academic and social support services to support and assist the students. The cost of housing must be paid by each participating student.
- Students are responsible for all other costs related to their studies, including costs
 of international travel, visa fees, lodging and meals, health insurance, health service
 fees, college fees, orientation fees, incidental fees, books and instructional materials
 and fees related to specific courses.
- 3. Participating students will be accorded the same rights, privileges and obligations of other students at each Institution.

I. Medical Insurance

1. All students studying at the Host Institution are required to carry comprehensive medical insurance satisfactory to the Host Institution, as a condition of participation in this program. All Host Institution students are required to carry comprehensive medical insurance for the country of destination as well and must comply with the insurance requirements at the Host Institution.

J. Academic Integrity

- 1. Participating students will pursue an academic program according to the standards of the Host Institution and must observe all policies and rules, academic and otherwise, of the Host Institution. The Host Institution will promptly notify the Home Institution if the Host Institution becomes aware that any student is failing to meet or abide by the relevant standards, policies or rules or is otherwise creating concern for the Host Institution. The parties will cooperate in good faith to resolve any student issues that may arise.
- 2. The Host Institution will have the right to terminate any student's participation in accordance with the policies and procedures governing its own students, provided, however, that the Host Institution must have previously informed the Home Institution of its concerns as provided above.
- 3. All education, research and other activities conducted at both institutions pursuant to this Agreement shall be conducted in accordance with the laws, statutes, ordinances, regulations, policies and rules of each country, including without limitation corresponding student conduct and student discipline policies.

K. Administration

- 1. Each Cooperating Institution shall designate a coordinator responsible for the administration of the program and such information will be provided to students.
- 2. For Santa Clara Law, the following coordinator will oversee the agreement through the Center for Global Law and Policy:

- i. Carly Koebel
- ii. Center for Global Law and Policy
- iii. Santa Clara University School of Law
- iv. 500 El Camino Real
- v. Santa Clara, California 95053
- vi. calp@scu.edu and 408-551-1955
- 3. For NALSAR Law, the following coordinator will oversee the agreement:
 - i. Prof. V. Balakista Reddy
 - ii. admissions@nalsar.ac.in and registrar@nalsar.ac.in
- L. Confidentiality and Privacy Policy
 - 1. Both Institutions agree that personally identifying information (such as Social Security numbers) and education records of the participating students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable law. The parties are responsible for compliance with their own national legislation regarding the possessing and transferring of personal data by or on behalf of each party for the purposes of administering, delivering, monitoring and evaluating the visiting student program.
 - Santa Clara University's privacy policy for global programs is available at this link: https://www.scu.edu/globalengagement/about/policies-and-procedures/privacy-policy-for-participantof-scu-global-programs/

M. Applicable Laws and Policies

All education, research and other activities conducted at both institutions pursuant to this Agreement shall be conducted in accordance with the laws, statutes, ordinances, regulations, policies and rules of each country, including without limitation corresponding student conduct and student discipline policies.

Santa Clara Law and **NALSAR** Law shall inform participating students that they are subject to policies and laws regarding ownership, assignment and management of intellectual property, including, but not limited to, patents, trademarks and copyright, to the extent such interests and rights arise out of the program or activities covered under this agreement.

Approvals:

For Santa Clara University School of Law:

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For National Academy of Legal Studies and

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Name: Anna M. Han Title: Interim Dean

Date: 1-20-21

Name: Faizan Mustafa Title: Vice-Chancellor

Date: February 28, 2020

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MEMORANDUM OF UNDERSTANDING

BETWEEN

NALSAR UNIVERSITY OF LAW [NALSAR];

AND

CYCOPS INDIA PRIVATE LIMITED

FOR

ESTABLISHMENT OF CYBER FORENSIC LABORATORY

MEMORANDUM OF UNDERSTANDING

This	Memorandum	of	Understanding	(MOU)	is	made	and	entered	into	on	 day	of	
2018	at Hyderabad:												

BETWEEN

NALSAR University of Law, an educational Institution established under the NALSAR University Act (Act 34 of 1998) an enactment of the Legislature of the State of Telangana (erstwhile State Legislature of Combined State of Andhra Pradesh) and situated at Justice City, Shameerpet, Medchal-Malkajgiri District, Telangana, India and represented by it's Vice-Chancellor Prof. (Dr.) Faizan Mustafa,

(hereinafter referred to as "NALSAR" which expression shall unless repugnant to the context or meaning thereof include it's successors, administrators, executors and permitted assigns) of the FIRST PART.

AND

Both the "NALSAR" and the "CYCOPS" shall hereinafter be collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. NALSAR is premier institution of legal studies and research in India which has been consistently ranked among the top law schools in the Country in various surveys. NALSAR has always endeavoured to promote quality research in contemporary and emerging legal issues.
- B. CYCOPS is an Information Security company based in Hyderabad and offering high-tech solutions and reliable, high quality service in the field of Cyber and Information security.
- C. CYCOPS has approached NALSAR to cooperate and coordinate with each other in the area of Cyber Security and also offer various Industry relevant and advanced academic courses and programmes and organizing seminars, Workshops etc. relating to the field of Cyber Security. Both Parties agreed to cooperate and coordinate with each other with the object of contributing to the field of Cyber Security by conducting and promoting research and teaching at different levels.
- **D.** The Parties hereto are desirous of recording the terms and conditions of their agreement in writing as follow.

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NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1. Objective: To Establish Cyber Forensic Laboratory

The key objective of this MOU is to jointly set up a cutting edge technology, next generation, high-end Cyber Forensic Laboratory in the NALSAR University campus at Shameerpet. The Project is planned to be implemented in three phases.

The activities of the Laboratory mainly include :

- Conduct of training programmes for students, police officers and judicial officers.
- Be the certifying authority for electronic documents
- To help the police department / judiciary by retrieving evidence (electronic data) this
 can be used for legal process for which Cycops will charge Pay-per-use.
- Any other activity which the Laboratory can undertake.

Other activities:

- NALSAR and CYCOPS shall jointly conduct long-term and short-term courses relating to Cyber Laws and also hold conferences, workshops etc.
- Cycops may use the laboratory for commercial activities of Cycops when the laboratory is not used by NALSAR.
- The students of NALSAR can use the Laboratory 24 X 7 for research and other academic activities for free.
- Cycops will conduct annual "Hackathon" competitions for the students to inculcate competitive spirit among the students and improve their learning cycles.

2. Duties and Responsibilities of each party

2.1 In phase-I, CYCOOPS will provide all the equipments for setting up of the Laboratory including Ten workstations along with forensic tool kits both hardware and software etc and take care of the maintenance of the Laboratory. CYCOPS will also provide an amount of Rs.5,00,000/- initially for meeting the recurring expenditure for the maintenance of the Laboratory including the honorarium for the designated staff. The estimated investment in phase-I by CYCOPS comes to Rs.10,00,000/- approximately for providing the following equipments / facilities:

a) Forensic Hardware Tool Kits	
b) Forensic Software Tool Kitsc) Workstations and Digital Media Devices	Nos.

After evaluating the activities of the Laboratory and examining the feasibility considering the financial liability,

a. CYCOPS will make further investment for the Laboratory for upgradation of Laboratory in phase-II.



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- b. Otherwise the LAB activities shall be winded and the equipment procured by Cycops will be theirs, but all equipment's procured out of government projects shall be the University property.
- 2.2 It is the responsibility of the NALSAR University to provide space in its campus for the establishment of the Laboratory.
- 2.3 The required human resources / services shall be provided by both the parties i.e., all the technical assistance shall be by CYCOPS and other legal and academic assistance by NALSAR University of Law for undertaking the activities of the Laboratory.
- 2.4 Cyber forensic training and service shall be offered to the clients by CYCOPS only.

3. Maintenance of Accounts and sharing of revenue

- 3.1 A separate bank account shall be opened by NALSAR in the name of Registrar specifically for the Laboratory.
- 3.2 All the revenue generated shall be credited in the Laboratory account only.
- The revenue generated from the activities of the Laboratory shall be shared between NALSAR and CYCOPS in the ratio of 40:60 after deducting all the expenses including electricity charges, however no rent or any other hidden charges levied on Cycops.
- 3.4 The accounts of the Laboratory shall be duly audited by a qualified auditing Firm periodically as agreed by the Parties.

4. Resources for the Laboratory

- The Vice-Chancellor shall be the ex-officio Director of the Cyber Forensic Laboratory if he/she has expertise in Criminal Law. Alternatively, the Vice-Chancellor may nominate a Professor with expertise in Criminal Law. The Director shall be the Chief Executive Officer of the Laboratory and all decisions shall be taken with his approval.
- 4.2 The Registrar of NALSAR shall be the ex-officio Co-ordinator of the Lab and shall be responsible for the implementation of all the decisions.
- 4.3 NALSAR staff shall act as Assistant Coordinator(s) and supervise the day to day activities of the Cyber Forensic Laboratory. LAB Assistant(s) shall be assisting the Cycops representatives in their activities technically.

4.4 Honorarium for the above designated positions shall be paid as indicated below:

S.No.	Designation	Honorarium/Monthly Designation Amount (in Rs.)			
1	Director	12,000	1,44,000		
2	Co-ordinator	8,000	96,000		
3	Asst.	7,500	90,000		

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S.No.	Designation	Honorarium/Monthly Amount (in Rs.)	Honorarium/Annual Amount (in Rs.)		
	Coordinator(legal)		<u> </u>		
4	Asst. Coordinator(Technical)	7,500	90,000		
5	LAB Assistant-1	3,000	36,000		
6	LAB Assistant-1	3,000	36,000		
	Total	41,000	4,92,000		

The honorarium shall be paid to the staff members from the date of commencement of the activities after setting up of the Laboratory. Initially, the honorarium may be paid from the amount of Rs.5,00,000/- meant for the recurring expenditure and later the said amount shall be adjusted only from the revenue generated by the Laboratory.

5. Confidential Information

- 5.1 Confidentiality: The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this MOU. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this MOU, the non-disclosing party at it's discretion, shall be entitled to equitable relief. Notwithstanding termination or expiration of this MOU, each of the Parties herein acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue to be in effect for a total period of three (3) years from the date of expiry or earlier termination of this MOU.
- 5.2 Return of Proprietary or Confidential Information: On the termination or expiry of this MOU, each party shall return to the other, within thirty (30) days, all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, knowhow, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.
- 5.3 All disputes shall be referred to the sole arbitrator nominated by the Vice-Chancellor, NALSAR and all parties to the MoU would be bound by the award of the arbitrator.

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Usage of logos, brands, trademarks, copyrights and intellectual property rights: 6

- 6.1 This MOU specifically prohibits each of the Parties from using logos, brands, trademarks, copyrights and intellectual property rights of the other party to the MoU except for the following with the consent of each other.
 - > For Advertisement and Promotion of the project aforementioned (or)
 - > For Representations to Government, Government Bodies, Corporates or individuals directly in connection with the project aforementioned with the concurrence of both the parties.

> As a part of joint branding activity (if any) to which the Parties explicitly agree in writing. (or)

6.2 Any unauthorized usage or usage other than directly in the context of the project of logos, brands, trademarks, copyrights, and intellectual property rights of the other party shall be construed as infringement and liable for legal action.

Term of MoU

The MoU shall into effect from the date signed by both the parties and shall remain in force for a period of three (03) years and may be extended for further periods by both the parties with or without modifications.

Both the parties agree to perform their obligations in good faith and to the best of their ability.

Termination 8

- This MOU may stand terminated if specifically superseded by any agreement/MOU 8.1 entered subsequent to the date of this MOU.
- This MOU may be terminated other than by mutual agreement and with a notice of 8.2 one month due to occurrence of an Event of Default.
- This MOU may be terminated without citing any reason by any of the Parties by 8.3 serving a notice of three months on the other Party.
- At any point of time if it is not financially viable for CYCOPS, CYCOPS may opt out 8.4 of the project after communicating the reasons to NALSAR.

Provided that in any of the above cases, the activities which are in process shall be completed by both the parties.

At the time of termination of the MoU, CYCOPS is entitled to take back the 8.5 equipments which are arranged by them for setting up of the Laboratory at NALSAR as they stand on that day. CYCOPS cannot claim for any depreciation or any loss of the equipments. All other material, records etc shall be shared among both the parties as agreed. However all the equipment purchased out of projects given by the government shall be exclusive property of NALSAR.

9 EVENTS OF DEFAULT:

The following events will constitute Events of Default:

- 9.1 Failure to fulfill roles and responsibilities by the Parties beyond reasonable period of time.
- 9.2 Misuse of logos, brands, trademarks, copyrights, and intellectual property rights.
- 9.3 Violation of Confidentiality Clause.

10 THE UNDERSTANDING:

This MOU supersedes any prior written or oral agreements between the Parties in relation to the subject matter. Changes and amendments to this MoU shall have effect only if made in writing and signed by both the Parties.

11 GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:

All disputes, differences and/or claim arising out of or touching upon this MOU by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. For all legal proceedings not legally amenable to arbitration, the jurisdiction shall be the courts at the city of Hyderabad.

IN WITNESS WHEREOF the Parties hereto have set their hands in the presence of witnesses at Hyderabad on the day, month and year first above mentioned.

FOR NALSAR UNIVERSITY OF LAW

[Prof. (Dr.) Faizan Mustafa]

Vice-Chancellor

FOR CYCOPS INDIA PRIVATE LIMITED

CYCOP'S INDIA PRIVATE LIMITED

Director/Managing Director

WITNESSES:

1. Cafolo Dr. G. Hallikarju.)

2. Dad Tufan.
(Rad Tufan)





NALSAR University of Law, Hyderabad

National Academy of Legal Studies and Research University (established by Act 34 of 1998)

Prof. (Dr) Faizan Mustafa

Vice-Chancellor

12 AUS ANT VCO | 23 / 2019

Dt: May 3, 2019

Dear Kr,

Kindly accept greetings from NALSAR.

With reference to your communication dated April 22, 2019, please find enclosed two copies of the MoU signed by the undersigned. You are requested to sign both the copies and arrange to send one copy to us for our record.

With regard to the subjects to be completed by Mr. Ribhu Mukherjee, I wish to inform you that he may be permitted to study the following mandatory papers at WBNUJS as per your credit system and NALSAR may convert the credits after his completion as per NALSAR credit system:

- 1. Labour Law I (4 Credits)
- 2. Labour Law II (4 Credits)
- 3. Arbitration & Ethics Clinic (4 Credits)
- 4. Environmental Law (4 Credits)
- 5. Two Clinic Courses (8 Credits 4 Credits each)
- 6. Two Social Science Seminars (6 Credits 3 Credits each)

With regard to the elective courses, I wish to inform you that he should complete the courses equivalent to 34 credits at WBNUJS.

I wish to add that the elective courses opted by Mr. Ribhu Mukherjee may kindly be sent to NALSAR in advance for consideration and approval before the commencement of the classes.

Myk wan sedan

11.12

(FAIZAN MUSTAFA)

Mr. Amit Talukdar Vice-Chancellor (Acting) The WB National University of Juridical Sciences "Dr. Ambedkar Bhavan" 12, LB Block, Sector III Salt Lake City, Kolkata 700 098.

E-mail: vc@nalsar.ac.in Website: www.nalsar.ac.in

MEMORANDUM OF UNDERSTANDING between NALSAR UNIVERSITY OF LAW, HYDERABAD AND W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the 3rd day of May, 2019

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, Prof. Faizan Mustafa (herein after referred to as 'NALSAR' which expression shall unless repugnant to the context mean and include its successors and assignees)

AND

The West Bengal National University of Juridical Sciences, Kolkata established under the WBNUJS Act, 1999 (West Bengal Act IX of 1999) located at 12, L.B. Block, Salt Lake City, Sector III, Kolkata 700 098, represented by its Vice-Chancellor (Acting), Sri Amit Talukdar (herein after referred to as 'WBNUJS' which expression shall unless repugnant to the context mean and include its successors and assignees)

'NALSAR' and 'WBNUJS' 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

1. NALSAR and WBNUJS 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.

TERMINATION

- 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 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.

(Sri Amit Talukdar)
Vice-Chancellor (Acting)
W.B. National University of Juridical Sciences
Kolkata

(Prof. Faizan Mustafa) Vice-Chancellor NALSAR University of Law Hyderabad

- NALSAR and WBNUJS shall allow students to register for some courses offered at both the Universities without disturbing the academic schedules of the said Universities.
- 3. NALSAR and WBNUJS should not encourage transfer of students from one University to the other but in exceptional circumstances, they may allow the same with the approval of the Academic Council and the Executive Council of the concerned University. The terms and conditions of such transfer shall be decided on case to case basis by both the parties.
- 4. NALSAR and WBNUJS shall allow exchange of faculty members for teaching courses.
- 5. NALSAR and WBNUJS 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.
- 6. 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.

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).
- 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 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.

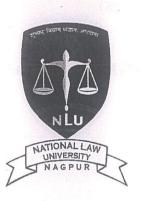
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MEMORANDUM OF UNDERSTANDING

Between



NALSAR UNIVERSITY OF LAW, HYDERABAD AND



MAHARASHTRA NATIONAL LAW UNIVERSITY, NAGPUR

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 15th day of April 2019.

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, Prof. Faizan Mustafa (herein after referred to as 'NALSAR' which expression shall unless repugnant to the context mean and include its successors and assignees).

AND

Maharashtra National Law University, Nagpur (MNLU, Nagpur) represented by its Vice-Chancellor, Prof. Vijender Kumar (herein after referred to as 'MNLU, NAGPUR' which expression shall unless repugnant to the context mean and include its successors and assignees).

'NALSAR' and 'MNLU, NAGPUR' 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.

Smint

9 15/54/19

Page 2 of 5

TERMS AND CONDITIONS OF CO-OPERATION

- 1. NALSAR and MNLU, NAGPUR 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.
- 2. NALSAR and MNLU, NAGPUR shall allow students to register for some courses offered at both the Universities without disturbing the academic schedules of the said Universities.
- 3. NALSAR and MNLU, NAGPUR shall allow exchange of faculty members for teaching courses.
- 4. NALSAR and MNLU, NAGPUR 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. Students, Scholars and Faculty Members shall be allowed to use the library resources of each other and to have academic interaction.
- 6. 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.
- 7. Any other area of mutual cooperation, which may be mutually agreed to by both the parties.

James J.

900 3 may 19

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 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).
- 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 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. Faizan Mustafa)

Vice-Chancellor NALSAR University of Law Hyderabad

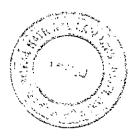
Vice-Chancellor
NALSAR University of Law
Justice City, Shame-rpet,
R.R.Distt, Hyderabad - 500 101
Telangana, India



(Prof. Vijender Kumar)

Vice-Chancellor Maharashtra. National Law University NAGPUR

> Pref. (Dr.) Vijender Kumar Vice-Chancellor Meharashtra National Law University Nagpur







INDIA NON JUDICIAL

Government of Karnataka

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Certificate Issued Date

26-Mar-2022 04:33 PM

Account Reference

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Unique Doc. Reference

SUBIN-KAKACRSFL0890178082821397U

Purchased by

BECIL BENGALURU

Description of Document

Article 12 Bond

Description

M O U AGREEMENT

Consideration Price (Rs.)

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First Party

BECIL BENGALURU

Second Party

NALSAR

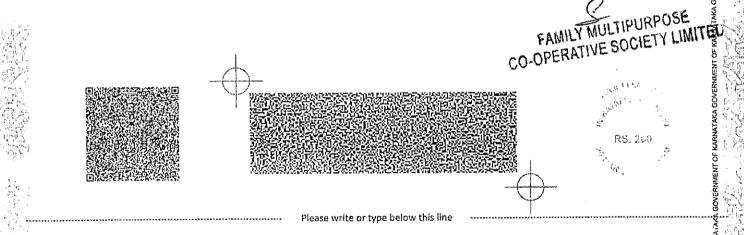
Stamp Duty Paid By

BECIL BENGALURU

Stamp Duty Amount(Rs.)

200

(Two Hundred only)



Agreement for providing a comprehensive consultancy and project execution services for Setting up of HD TV studios, PCR, editing suites, Hybrid smart classrooms, Conference room, facilities at National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana

This Agreement is for Providing consultancy and project execution Services for the purpose of Setting up of HD TV studios, PCR, editing suites, Conference room, Hybrid smart classrooms, facilities at National Academy of Legal Studies and Research, (NALSAR), Hyderabad, Telangana on Deposit work basis executed dated as of 29/03/2022.

Deputy General Manager Broadcast Engineering Consultants India Ltd.

Regional Office (South),

Prof.(Dr.)V. Balakista Reddy Professor of Law & Registrar NALSAR, UNIVERSITY OF LAWage 1 35年形式性效果中的結合性 City P Shameerp

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Statutory Alert:

ast Proxyster; Prusince City y Snameerp Medchall District, Hyderabad – 500 101 Telangana, India.

BETWEEN

Broadcast Engineering Consultants India Limited, a Government of India Enterprise, with 100% equity shares held by the Government of India, under the Indian Companies Act, 1956 and having its registered office at 14-B, Ring Road, I.P. Estate, New Delhi - 110002 and regional office (south) at Bangalore through its authorized representative (herein after referred to as "BECIL" which expression shall include its successors and permitted assigns)

AND

Registrar, National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana-500101 was established in 1998 by a Statute of the State of Andhra Pradesh. Since its inception, the University has been home to vital conversations on law and justice. These conversations have acknowledged that questions of justice arise in all legal pursuits whether in the world of courts, corporations, education or administration. Using law as an instrument of social change the University has supported crusades for land rights, disability empowerment and against moral policing and hate speech. NALSAR is committed to the creation of an ethical legal culture, which protects and promotes the rule of law. The social justice agenda is no laughing matter but the University believes that the cause of building a rule of law society is a continuous enterprise, which is sustainable if it is undertaken with optimism and good cheer.

National Academy of Legal Studies and Research(NALSAR) of reputation which expressions shall include its successors and permitted assigns. (BECIL and Registrar, National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana-500101 hereinafter also referred to as "Party" or Parties as per the context) WHEREAS, Registrar, National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana-500101 has decided to establish HD TV studios, PCR, editing suites, Conference room, Hybrid smart classrooms at NALSAR.

AND WHEREAS Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2015, ISO 27001:2013 and ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise of Government of India was established on 24th March 1995. BECIL an established consulting and turnkey solution provider in the field or radio and television broadcasting, transmission, Pro audio and video and information technology. BECIL has requisite qualifications and experience in the field of TV, Internet Radio, FM Community Radio Station and Digital Signage solutions, content production facilities, terrestrial transmission facilities, satellite and cable broadcasting facilities in India and abroad. It also provides associated services like building design and construction related to broadcasting, human resource related activities like training and providing man power. BECIL has its head office in Delhi and corporate office in Noida. The regional office is in Bangalore.

AND WHEREAS, Registrar, National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana-500101 is desirous to obtain the professional consultation and project execution Services from BECIL for the establishment HD TV studios, PCR, editing suites, Conference room, Hybrid smart classrooms facilities at their campus of National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana-500101 and BECIL is willing to provide such services on the terms and conditions hereinafter set forth and NOW, THEREFORE, in consideration of the premises and other mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows:

Usha Margalgi
Deputy General Manager
Broadcast Engineering Consultants India Ltd.
Regional Office (South),
Bengaluru - 560094.

Prof.(Dr.)V. Balakist& accidental Professor of Law & Registrar NALSAR, UNIVERSITY OF LAW Post Box No.1, 'Justice City', Shameerp MedchalDistrict, Hyderabad - 500 101 Telangana, India.

1. Essence of the whole project:

* Essence of the HD TV studios, PCR and Editing suites:

In the today's world, electronic media plays an important role in the communication and also for the dissemination of information and education. The pace of learning can be enhanced due to its intuitive, appealing, and powerful visual and audio content. Considering the importance of imparting quality education and training relevant to the Institutional activities NALSAR, Hyderabad have envisaged to establish facilities for High definition Television studios, PCR, editing suites, Conference room and smart classrooms in the campus of NALSAR. This project envisages establishment of a state-of-the-art PCR, editing suites, Conference room and smart classrooms facilities suitable for premier educational institution.

Also BECIL would like to quote the quantum of revolutionary changes in the communication systems of the society during the last two decades is greater than the changes that have taken place in the entire history of mankind. The concept of 'vasudev kutumbkam' i.e global village is now a reality. The new technologies of communication have made 'communication from and to everywhere and anyone at anytime' easy, simple.

Essence of the Smart classrooms:

AV technology has been used in schools for decades, but only in the form of a TV and video player to show short educational films. Now it is the computer that shows these educational films and homework is also being done increasingly on PCs.

Great teachers are nimble, observant, and responsive, always keeping an open mind about how to best engage their students and get them excited about learning—and that means considering trying out different *interactive* teaching styles in the classroom.

Interactive teaching styles are designed around a simple principle: without practical application, students often fail to comprehend the depths of the study material. Interactive teaching is also beneficial for you as the teacher in a number of ways, including:

- Measurable student accomplishments: Teachers making use of interactive teaching styles are better equipped to assess how well students master a given subject material.
- Flexibility in teaching: Applying training methods that involve two-way communications will enable you to make quick adjustments in processes and approaches.
- ✓ Practice makes perfect: Interactive instruction enhances the learning process.
- ✓ Student motivation: Two-way teaching dispels student passivity, and when more students are engaged, you'll have much more fun too.

Whereas students often lose interest during lecture-style teaching, interactive teaching styles promote an atmosphere of attention and participation. Make it interesting. Make it fun. As you well know, telling is not teaching and listening is not learning.

2. SERVICES

BECIL shall furnish the consultancy and project execution Services for HD TV studios, PCR, editing suites, Hybrid & Smart Classroom solutions, Conference room facilities at the campus of National Academy of Legal Studies and Research(NALSAR), Hyderabad. Telangana-500101 completing the work throughout the term of this Agreement. The Services to be rendered by BECIL are enumerated in Schedule 'A' of this

Usha Wangalgi
Deputy General Wanager
Broadcast Engineering Consultants India Ltd.
Regional Office (South),
Bengaluru - 560094.

Page 3 of 14

Prof. (Dr.) V. Balakista Reddy Professor of Law & Registrar NALSAR, UNIVERSITY OF LAW Post Box No. 1, Justice City', Shameerp Agreement. The time period for completion of work of Phase-1 is on or before June 30, 2022 from the date of signing of the agreement.

3. TERM OF AGREEMENT

This Agreement shall be effective from the date first set forth above and shall continue till completion of the entire project (Phase -1 & Phase-2). This Agreement may only be extended and modified by mutual agreement of the parties in writing.

Notwithstanding anything contained herein above the obligation of the parties under Clauses, 4, 6, and 7 shall survive the expiration of this Agreement and shall continue for the terms as specified in the aforesaid clause respectively.

LIQUIDATED DAMAGES

If BECIL fails to complete the works of each phase within the stipulated period NALSAR without prejudice to other remedies under the MoU deduct from the contract price as liquidated damages a sum equivalent to 1% of the contract value of each phase per each week of delay subject to the maximum of 10%.

5. FEES AND EXPENSES

For the Services as enumerated in Clause 1, Registrar, NALSAR, Hyderabad-500101 shall pay to BECIL, the PMC service charges @8% of the actual project cost including all applicable taxes in accordance with the services rendered by BECIL the estimated amount as given in the Annexure-A (Overall project implementation cost) of Schedule A of this Agreement.

BECIL's services charges @ 8% + GST @18% comprises of services such as Consultancy, project management/ execution charges comprise of design, procurement, supply, installation, commissioning, testing, training and warranty

6. CONFIDENTIAL INFORMATION AND TRADE SECRETS

- 5.1 In connection with the services, which BECIL is providing to under this Agreement, the parties may come into contact with confidential matters of each other including:
- 5.2 Technical information, such as know-how, formulas, computer programs, drawings, secret processes or machines, inventions or research projects:
- 5.3 Business information, such as information about costs, profits, markets, sales, lists of customers or business plans;
- 5.4 Plans for future development; or other information of a similar nature not generally known outside.
- 5.5 The Parties, for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of this Agreement, except with the written consent of the other party, excepting any information as may be required by law, or any regulatory authority for the parties to perform its obligations under this Agreement or such information may come into the public domain otherwise than by a breach of this Agreement.
- 5.6 The parties further agree that upon expiration or termination of this Agreement, they will promptly deliver to each other all materials in its or its employees' possession or control containing such confidential information.
- 5.7 The provisions of this Article shall survive even after expiration or termination of this Agreement.
- 5.8 Both the institutions should maintain confidentiality of the activities, data and other research materials. They shall not share these information with other institutions without consent of parties to the MoU.

Broadcast Engineering Consultants India Ltd.

Prof.(Dr.)V. Balakista Reddy Professor of Law & Registrar NALSAR, UNIVERSITY OF LAW

Page 4 of 14

Post Box No.1. Justice City', Shameerp Medchall istrict, Hyderabad - 500 101

Regional Office (South), Bengaluru - 560094.

Deputy General Manager

6.9 The patents and trademark rights borne out of this MoU shall be shared between the parties as decided separately in each and every project.

6. INDEMNIFICATION

The parties agree with each other to defend, indemnify and hold harmless each other, and its agents, employees, officers and Registrars, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by its negligence, intentional acts or other faults.

7. COMPLIANCE WITH LAWS

- 7.1 Each Party represents and warrants that it has conducted, and will conduct, its affairs and activities in respect of the services to be rendered under this Agreement in accordance with all applicable laws, rules, regulations, orders and decrees of any court or governmental authority.
- 7.2 Each Party agrees that it shall at all times comply with, and that all rights and obligations hereunder shall be subject to applicable laws, and has passed such resolutions by the Board of Registrars and Shareholders of the respective Parties as required under the provisions of the Companies Act, 1956 / Society Registration Act.

8. CONFLICTING AGREEMENTS

The parties represent and warrant that they are not party to any agreement or under any obligation which conflicts with the terms of this Agreement or which prohibits them from effectively carrying out its responsibilities under this Agreement.

i. WAIVER

Any failure on the part of the parties hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. In absence of such written waiver, no forbearance, or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

ii. NOTICES

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party, (b) sent by certified mail, return receipt requested, (c) sent by receipted delivery service, or (d) sent by facsimile with confirming copy to the other party at the following address:

BECIL Customer

Registered Office: Broadcast Engineering Consultants India Ltd. 14-B, Ring Road, Indraprastha Estate, New Delhi - 110002, India, Tel: 91-11-23378823/24/25, Fax:91-11-23379885, Email: becil@vsnl.com

Regional Office (South): Broadcast Engineering Consultants India Ltd, #162,2nd Main, First Cross, RMV 2nd Stage ,AGS layout, Off New BEL Main road, Bangalore, 560094. Phone 080-23415853, bangalore@becil.com

Registrar,

National Academy of Legal Studies and Research(NALSAR),

Campus : address: NALSAR University of Law

Post Box No.1,
Justice City, Shameerpet, Medchal
District. Telangana

Each party has the right to change the place to which, and the person or official to whom, notice shall be sent or delivered by similar notice sent in like manner to the other party. Any notice shall be deemed to have been given when personal delivery is made, or 5 days after deposit in the mail as provided above, or

Usha Mangaigi
Deputy General Manager
Broadcast Engineering Consultants India Ltd.
Regional Office (South),
Bengaluru - 560094.

Page 5 of 14

Prof.(Dr.)V. Balakista Reddy
Professor of Law & Registrar
NALSAR, UNIVERSITY OF LAW
Post Box No.1, Justice City, Shameerp

one business day after delivery to overnight delivery service, or upon receiving fax transmission confirmation.

III. ENTIRE AGREEMENT

This Agreement represents the full and final understanding between the parties hereto and supersedes any and all other promises, understandings or agreement, whether written or oral, with respect to the subject matter hereof. It may only be modified by a written instrument signed by both parties and expressly referring to this Agreement.

iv. SEVERABILITY

If any provision of this Agreement is held illegal or unenforceable by any court of law or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

v. TERMS AND TERMINATION

- a. The term of this Agreement shall expire on Completion of the Project.
- b. After completion of the project, all accounts between the parties will be settled with a period of 30 days thereafter.

vi. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with and be governed by the laws of India. The jurisdiction shall be vested only in the Courts at Delhi.

vii. ARBITRATION

If a dispute or difference of any kind whatsoever arises between the parties in connection with, relating to or arising out of this Agreement:

- a. The parties shall attempt to settle such disputes in the first instance by mutual discussions between designated representatives of the Parties.
- b. If the dispute cannot be settled within 7 days (which may be extended with consent) by mutual discussions between the designated representatives of the parties, the dispute shall finally be settled by Arbitration, under the provisions of Arbitration and Conciliation Act, 1996. The Registrar, NALSAR, Hyderabad or his nominee will be the sole Arbitrator. The award of the arbitrator shall be final and binding upon the parties hereto.
- c. All the disputes arising out of the said agreement will be settled in a mutually agreeable manner / through consensus failing which in accordance with the Conciliation and Arbitration Act, 1996 and failing which the matter shall be taken up to the appropriate courts within the jurisdiction of Delhi.
- d. The Arbitration and Conciliation Act, 1996, the rules made there under and any modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as above. The venue of arbitration shall be Hyderabad. The arbitration proceedings shall be conducted in English language.
- e. Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.
- f. The Courts at Delhi shall have the jurisdiction over all disputes.

viii. FORCE MAJEURE

In the event the said Project cannot be executed due to the Force Majeure reasons and/or any Act of God, the parties hereto shall not be responsible for any loss or damage to each other and the project shall be executed at the next possible date with no changes in this Agreement as far as practicable. However, if revives the said project at any point of time, BECIL shall be offered the first option to render service on the similar terms and conditions as set out herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in one or more counterparts as of the day and year first above written.

Usha Marigalgi
Deputy General Manager
Broadcast Engineering Consultants India Ltd.
Regional Office (South),
Bengaluru - 560094.

Page 6 of 14

Prof.(Dr.)V. Balakista Roddy
Professor of Law & Registrar
NALSAR, UNIVERSITY OF LAW
Post Box No.1, 'Justice City', Shameerp
Medchal District, Hyderabad - 500 101

SIGNED BY

Usha Mangalgi Deputy General Manager Broadcast Engineering Consultants India Ltd. Regional Office (South), Bengaluru - 560094.

For and on behalf of BECIL In presence of the following witn<u>esse</u>s

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2.

For and on behalf
NALSAR, Hyderabad
In presence of the following witnesses

Prof.(Dr.)V. Balakista Reddy
Professor of Law & Registrar
NALSAR, UNIVERSITY OF LAW
Post Box No.1, 'Justice City', Shameerf.
MedchalDistrict, Hyderabad - 500 101
Telangana, India.

SCHEDULE-A. NALSAR, Hyderabad requirements and BECIL services

BECIL shall provide consultancy and project execution Services required for the **establishment of HD TV studios, PCR, editing suites, Hybrid Smart classrooms, Conference room facilities** on turnkey basis (Consultancy, supply, installation, testing, commissioning and training). The requirements of NALSAR, Hyderabad in brief as follows:

1. NALSAR requirements:

1.1 HD -TV studios(Studio#) facilities

- Three camera HDTV Studio set-up with state-of-the Technology(Teleprompter included)
- Camera Control Units,4- Channel Video Switcher
- · Studio Lightings.
- · Character Generator, Logo Insertion etc.
- Hand-written Capturing and Computer Connectivity Option/facility during delivery of Lecture in the Studio
- 2 Numbers of Editing Suites for post production facility of Windows based
- 16-Channel Audio Mixer
- 5 Numbers of Wired microphones+ 2 Numbers of Wireless lapel microphones
- Technical Furniture's +Modular cubicles
- · Acoustic treatments for the walls and ceiling of studios. Vinyl flooring for the floors.
- · Studio sets and Chroma wall.
- Electrical works

1.2 PCR and post production facilities:

- different background/theme design sets
- Video and audio editing facilities
- Computer Graphics editing suites
- Acoustic treatments for the studios
- Modular cubicles for the editing suites
- · Electrical works

1.3 Smart classroom facilities

- Pro Audio and Video facilities.
- Acoustics and Furnishings

1.4 Audio recording/dubbing with editing facilities:

- · Audio Mixers, Microphones, speakers
- Display / Monitors
- · Audio editing suites
- Minimal Acoustic treatments
- Technical furniture's.

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Broadcast Engineering Consultants India Ltd.
Regional Office (South),
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Telangana, India.

A. Services during project conceptualization

- 1) Preparation of conceptual project report covering the preliminary design of the Project.
- 2) Preparing the site and drawings for layout for new building, modification for an existing building (if required), acoustic treatment, ventilation, electric, safety precaution etc. However, actual Civil and electrical engineering work like building wiring, luminaries, etc will be carried out by the Client. BECIL shall provide all inputs and co-ordination for the work.
- 3) Framing detailed specification and bill of material, estimation thereof based on the client's budge of all equipments for the station.
- 4) Documentation on the Project work consisting of preparation of schematics and drawing for the signal flow, operation and maintenance procedures, fault finding etc

B. Services during project Implementation

- 1) Recommendation for bill of material as per **Annexure-A** (For the project implementation) attached with this agreement
- 2) Selection of site / building any civil modifications required for making it suitable for the project.
- 3) Installation of various studio and broadcast chain equipment.
- 4) Testing, Integration and Commissioning.
- 5) Handling over and advice on maintenance
- 6) Training of the staff.

C. Services after the commissioning of the station

- 1) One year warranty and support services included and post-warranty and AMC services will be only on mutual agreement.
- Providing the services of qualified technical manpower on contract basis for the operation and maintenance activities.

2. Payment schedule

The estimated cost of the project is detailed in Annexure-A. For the services to be provided by BECIL for the management and execution of this project as enumerated in the Schedule A of this agreement, Registrar, NALSAR, Hyderabad shall pay to BECIL as per actual project cost as consultancy and project execution charges on turnkey basis which includes supply, installation, commissioning, testing and training.

BECIL's Service fee will be of 8% of the actual total project cost including applicable taxes shall be payable. GST@18% applicable on service charge.

Phased wise project will executed. As per agreement first Phase-1 will be executed. NALSAR will release 40% of Phase-1 amount at time of signing of Agreement and remaining 40% of Phase-1 will be released after placing purchage orders to the finalized vendors for execution of Phase-1 project, 20% after handing over of the Phase-1 project.

As per the Office Memorandum No.F.9/4/2020-PPD of Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India. The performance security of 3% of the value of the project has to be deposited by BECIL on the day of signing of the MoU.

After completion of civil works of TV studio and Conference room Phase-2 work will be executed. 40% payment of Phase-2 will be released as soon as we start the work of Phase-2, 40% after placing the Purchase orders to the vendors of Phase-2 work, 20% after the handing over of the Phase-2 work of the project.

At the end of the project BECIL shall submit statement of accounts carrying full details of expenditure on various items with supporting documents, bill of material etc.

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For and on behalf of BECIL In presence of the following witnesses

Usha Mangalgi

Deputy General Manager Broadcast Engineering Consultants India Ltd.

Regional Office (South), Estimate 500 To 56 Phe establish Registrar,

National Academy of Legal Studies and

Research(NALSAR), Hyderabad. Telangarydy

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Telangana, Indiannexure-A

V Studio, Conference Room, Classroom Setup.

Hyderabad

S1.	Description	Estimated cost in Lakh (Excluding taxes)
]	Phase -1	
Α	Hybrid classrooms setup with minimal acoustics for (15 classrooms) HD TV studio setup:	
1.	Hybrid classroom configurations: Option#1: For single classroom: Two camera setup and virtual classroom software is included Digital podium, Audio equipment's & Interactive display setup with virtual classroom facility connecting around 100 remote users with minimal acoustic treatments (false ceiling, acoustic wall paneling, lecture table)	525.00 Lakhs
	Amount: Rs.35.00 Lakhs	
2.	Option#2 :For single classroom :Single camera setup and virtual classroom software is included	
	Digital podium, Audio equipment's & Interactive display setup with virtual classroom facility with minimal acoustic treatments (false ceiling, acoustic wall paneling, lecture table).	0.00
	Amount: Rs.33.00 Lakhs	
3.	Option#3 Single Smart classroom with single PTZ camera without Virtual classroom software. Digital podium, Audio equipment's & Interactive display setup with virtual classroom facility with minimal acoustic treatments (false ceiling, acoustic wall paneling, lecture table	0.00
	Amount: Rs.25.00 Lakhs	

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	Total cost for 15 classrooms without GST considering	
	option#1	
	of morn v	525 Lakhs
	Phase - 2	
1.	Three camera HD & 4K studio Setup including PCR equipment's, Graphic system, Studio lights, Editing suites	Rs.110.00 Lakhs
I	Acoustics and Electrical works for HD TV studio and PCR. Total areas of (TV studio + TV-PCR + Editing rooms + Make up room)	
2.	Acoustics treatments & wall partitioning, set designing, Green chroma background for virtual studio along with grid and Accessories, technical furniture for TV PCR, editing room, soundproof doors, makeup room setup, vinyl flooring etc.**	Rs.55.00 Lakhs**
3.	Electrical works such as power distribution, HVAC, Fire alarm system, power distribution works, earthing, UPS etc.	Rs.45.00 Lakhs**
Total cost of HD TV studio setup without GST		210.0 akhs**
B. C	onference room setup	
4.	Video display, Audio equipments , chairman delegate system with required acoustics and furnishings (False ceiling, wail paneling ,U shaped table)*.	Rs.87.00 lakhs
C. (Sperational and Maintenance charges (optional)	
5.	Charges for the annual operation and maintenance— Total 9 Numbers of which technical staff (Manager-1 numbers, Supporting technical staff - 5 numbers) for TV setup and 2 Numbers for smart classrooms. One staff for Conference room Operation and maintenances.	Rs. 30.00 Lakhs
Sub Total without taxes *		Rs.852.00 Lakhs*
Add BECIL's consultancy and project execution charges @ 8%		Rs.68.16 Lakhs*
Add GST @18% on BECIL services		Rs.12.26 Lakhs
	Total estimated amount	Rs. 932.42 Lakhs**

In Words: Rupees Nine Crores Thirty-two Lakhs Forty-two Thousand Only.

BECIL's services charges @ 8% + GST @18% comprises of services such as Consultancy, project management/ execution charges comprise of design, procurement, supply, installation, commissioning, testing, training, and warranty.

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Note:

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^{**} Estimated amount is subjected to vary as per site conditions and on any additional requirements.

^{*} Above Estimated cost is exclusive of all applicable taxes (GST).

- 1. Any civil modifications, flooring, seepage work and construction works to be carried by NALSAR, Hyderabad.
- 2. UPS,Electrical works such as FAS,HVAC,earthing,power distribution works are not included in the Smart classrooms and Conference rooms.

Note: NALSAR, Hyderabad should carry out the HVAC, FAS, UPS and Electrical works for Hybrid class rooms and conference rooms as per the requirements of BECIL.

Terms and condition:

- 1. Phased wise project will executed. As per agreement first Phase-1 will be executed. NALSAR will release 40% of Phase-1 amount at time of signing of Agreement and remaining 40% of Phase -1 will be released after placing purchase orders to the finalized vendors for execution of Phase-1 project, 20% after handing over of the Phase-1 project.
- 2. The estimation is based on the prevailing exchange rate and hence may vary $\pm -10\%$.
- 3. Estimation is based on present exchange rates and hence valid for 30 days only.
- **4.** After completion of civil works of TV studio and Conference room Phase-2 work will be executed. 40% payment of Phase-2 will be released as soon as we start the work of Phase-2, 40% after placing the Purchase orders to the vendors of Phase-2 work, 20% after the handing over of the Phase-2 work of the project.
- 5. The estimate does not include civil works such as brick wall, window closing, brick partitions, etc.
- 6. The estimated cost is exclusive of all applicable taxes like GST, Insurance, etc.

DELIVERY SCHEDULE

The Phase-1 of the project will be completed and handed over within Six-Eight months from the date of signing of the agreement.

Comprehensive Annual Maintenance Charges (CAMC)

<u> Annexure – B</u>

Comprehensive Annual Maintenance Charges after the expiry of warranty period of one year. Cost indicated is as per the industry norms.

1. First year: Covered under warranty

2. Second year: 9% of the Capital Cost

3. Third year: 10% of the Capital Cost

4. Fourth year: 11% of the Capital Cost

5. Fifth year: 12% of the Capital Cost

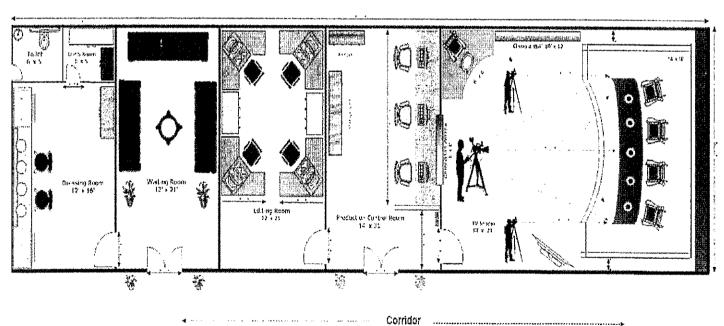
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Conceptual HD TV Studio Plan Layout Drawing:

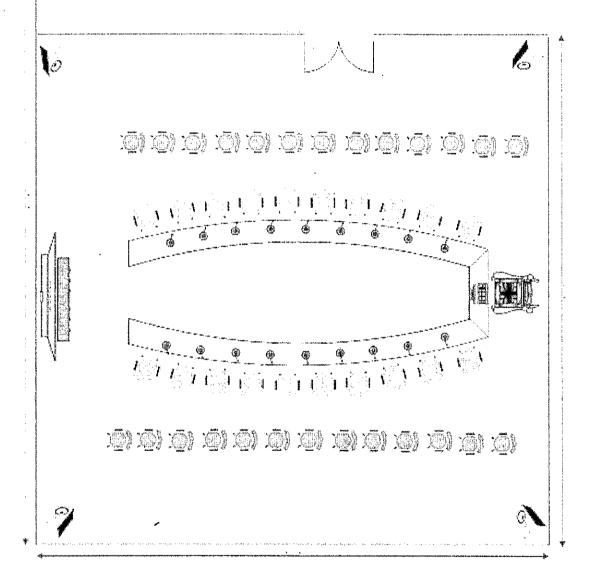
Conceptual Conference Room Plan Layout Drawing:



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Regional Office (South),
Bengaluru - 560094.

Prof.(Dr.)V. Balakista Reddy Professor of Law & Registrar NALSAR, UNIVERSITY OF LAWpage 13 of 14 Post Box No.1, 'Justice City', Shameer, MedchalDistrict, Hyderabad – 500 101 Telangana, India.



**** Thank You ****

Usha Mangalgi Deputy General Manager Broadcast Engineering Consultants India Ltd. Regional Office (South), Bengaluru - 560094.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 23rd day of September, 2019 at Hyderabad between

The Federation of Telangana Chambers of Commerce and Industry having its registered office at Red Hills, FAPCCI Marg, Hyderabad, Telangana 500004 herein represented by its President on one part hereinafter referred to as "FTCCI"

and

NALSAR University of Law, Hyderabad having its campus at Justice City, Shameerpet, Medchal District herein represented by its Vice-Chancellor of the other part hereinafter referred to as "NALSAR"

Witnesseth:

Whereas FTCCI (formerly known as FTAPCCI) is over hundred year Chamber of Commerce of trade, service and industry body representing the interests of various categories of its membership comprising of individual professionals, medium and small scale trade and industries, large scale sector and other trade bodies in the State of Telangana.

And Whereas NALSAR University of Law is a reputed Law University located in Hyderabad and is in the field of legal education, research and interalia engaged in the propagation of Alternative Forms of Dispute Resolution (hereinafter referred to as "ADR")

And Whereas FTCCI and NALSAR have expressed their joint interest in combining their relative strengths to set up 'NALSAR and FTCCI INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION' (herein after referred to as ADR Centre) of "high standards and quality" both in terms of infrastructure and service at the FTCCI's premises in the area of about 3500 square feet located in the second floor of the FTCCI property known as "Federation House" situated at 11-6-841, Federation House, Red Hills, FAPCCI Marg, Hyderabad, Telangana 500004.

Now this Agreement witnesseth and it is agreed between the parties hereto as follows:

- 1. Both FTCCI and NALSAR shall jointly promote a society to be incorporated under the Telangana Societies Act as a body that would manage and operate the ADR Centre.
- 2. The objects of the said society and the day to day regulations (bye-laws) including the management structure shall be jointly finalized and approved for the purpose of incorporation as separate body by both the parties hereto who shall be the subscribers to the said objects and regulations.
- 3. The objectives of the society may include
 - 3.1. To establish International Centre for ADR consisting of Arbitration Centre; Mediation Centre (Consumer & Commercial Disputes); Mediation Centre (Family Disputes) and any other Centre for alternative dispute resolution mechanism;
 - 3.2. To publish magazines containing arbitral awards and judicial decisions pertaining to arbitration, research data and studies of projects undertaken in India or abroad on arbitration matters;

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- 3.3. To disseminate the information and educational material concerning arbitration process and laws, rules or procedures, techniques and facilities, international conventions etc. on arbitration matter:
- 3.4. To conduct training programmes and sensitization programmes on arbitration, mediation and other techniques of ADR methods;
- 3.5. To identify and maintain a panel of qualified Arbitrators / Mediators specialized in various fields:
- 3.6. To enter into MoU with different institutions for promotion of the activities of the Centre;
- 3.7. To make available the premises for persons / institutions for conducting the proceedings for resolving their disputes;
- 3.8. To offer courses on ADR;
- 3.9. To undertake any other activity incidental, necessary or conducive to the attainment of the objectives of the Soceity.
- 4. The roles envisaged in the context of the said ADR Centre for the parties shall be as under:
 - 4.1. FTCCl shall make available the aforesaid floor space for the said ADR Centre as a licensee with a nominal fee of Rs 10/- per month
 - 4.2. FTCCI and NALSAR with the help of the Technical Experts shall design the model layout of the ADR Centre; technical experts shall be provided by NALSAR;
 - 4.3. FTCCI shall provide funds for putting in place the required infrastructural facilities for the ADR Centre and make it functional;
 - 4.4. Both the parities shall draft the bye-laws and nominate people from each institution to be members of different Governing Bodies & Committees of the Society and take necessary steps to register the Society at the earliest; Enable to secure men of eminence in the field of law and social justice to adorn governing body/Council of the proposed Society in whatever manner so as to provide the required credibility and position the same as a premier ADR Centre
 - 4.5. FTCCl has to contribute the initial expenditure for establishment of the ADR Centre and also the recurring expenditure towards salaries for the staff and other expenditure in relation to the day to day maintenance of the Centre;
 - 4.6. Both the parties shall prepare the guidelines for membership of the institutions to the ADR Centre and also develop the application form(s);
 - 4.7. Both the parties shall also prepare the eligibility requirement to identify eminent arbitration panel members; Both the parties should identify the experts and take their consent for preparing the panel of arbitrators / mediators / conciliators in various fields;
 - 4.8. NALSAR shall provide training inputs as may be required from time to time for various levels of staff including operational management with respect to the ADR Centre;
 - 4.9. Both the parties shall popularize the capabilities of the said ADR Centre among the concerned Government Departments, judicial or legal circles, corporates, PSUs and general public to utilize the facilities and services of the ADR Centre;
 - 4.10. Both the parties shall fix the charges and notify the fee for the membership registration;

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- 4.11. The Society can rent out the premises to the outsiders for conducting arbitration and mediation proceedings on payment of rent and administrative charges as fixed by the Society;
- 4.12. In case of Institutional Arbitration, i.e., Arbitrators nominated by the ADR Centre at the request of both the parties, the Centre may charge certain percentage of fee out of the Arbitrator(s) Fee as institutional charges;
- 4.13. Both the parties shall explore the avenues for financial support from professional bodies / individuals / institutions etc. to set up and promote ADR Centre;
- 4.14. Both the parties may also approach the State Government of Telangana for financial support to promote ADR activities through the Centre. The funds, if any, sanctioned by the State Government of Telangana would be in the control of proposed society.
- 4.15. The funds raised for the Centre and the revenue generated by the Centre will be used for the development of the Centre. However, both NALSAR and FTCCI will have equal right to share the revenue generated by the Centre after deducting the expenditure;
- 4.16. Put in place risk management measures as may be suggested by NALSAR, so as to protect the confidential character of the affairs and proceedings at the ADR Centre;

5. Date of effect

This MoU will come into effect from the date it is signed by the authorized signatories of the two institutions.

6. Revision / Addition / Deletion of terms of MoU

Any revision / addition / deletion of the terms of the MoU shall be open for such revision / addition / deletion with mutual consent.

7. Validity of the MoU

This MoU shall be valid for a minimum period of five years from the date of commencement of the MoU and may be extended for further period(s) as agreed by both the parties.

8. Arbitration

In a rare case where a dispute should arise between NALSAR and FTCCI, it shall be sorted by mutual discussions and finally settled by arbitration.

9. Termination of MoU

This MoU can be terminated with either party giving notice of three months intimating their intention to terminate this MoU. In case of termination of the MoU, the surplus revenue of the Centre shall be shared equally by both the parties at the time of dissolution.

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Page 3 of 4

In witness whereof the parties have set their hands and seals on this 23rd September, 2019 (day month and year) first written herein above at Hyderabad.

Sri Karunendra Ś. Jasti

President

Federation of Telangana Chambers of Commerce & Industry (FTCCI) Hyderabad

Prof. Faizan Mustafa

Vice-Chancellor NALSAR University of Law Hyderabad

MEMORANDUM OF UNDERSTANDING

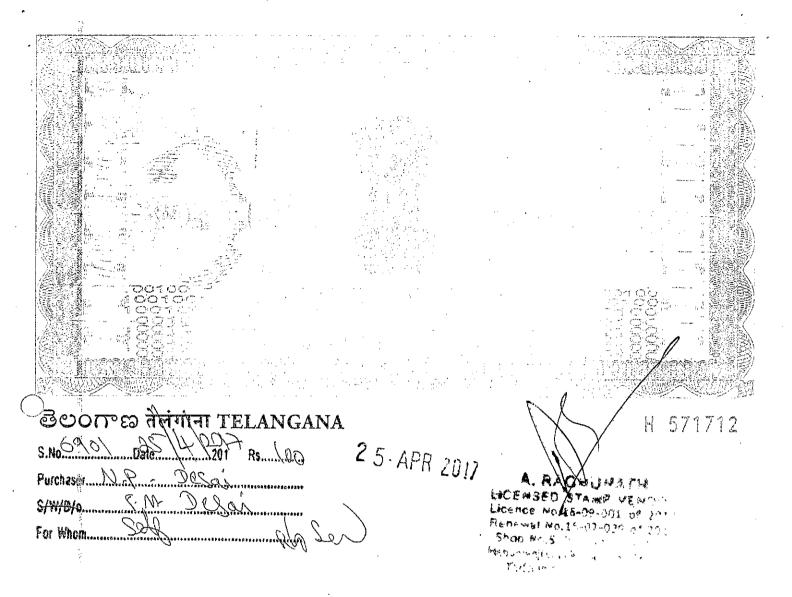
BETWEEN

CENTRE OF EXCELLENCE FOR ECONOMICS AND FINANCE,
NALSAR UNIVERSITY OF LAW [COEF-NALSAR];

N P DESAI [GROWTH IDEA LABS (GIL)]

AND

TELANGANA CHAMBERS OF COMMERCE AND INDUSTRY
[TECCI]



This Memorandum of Understanding is made and entered into on 24th day of April 2017 at Hyderabad

BETWEEN

NALSAR UNIVERSITY OF LAW (NALSAR); through the CENTRE OF EXCELLENCE FOR ECONOMICS AND FINANCE, (Hereinafter called 'COEF-NALSAR; 'Executing Agency'), a Centre set up in NALSAR University of Law, having its office in Justice City, Shameerpet, Medchal district, Hyderabad – 500101, Telangana, represented by Vice-Chancellor, Prof. (Dr.) Faizan Mustafa, which expression shall, unless repugnant to the context or meaning thereof, mean and include its assignees of the FIRST PART

MR. N P DESAI, S/o P M Desai having residential address at # 2C, Chandra Residency, Opp: Ashoka Garden, Gate II, Old Bowenpally, Secunderabad – 500011, Telangana, India representing his unregistered Non-Profit Organization 'GROWTH IDEA LABS' [GIL], which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors and assignees; of the SECOND PART

AND

TELANGANA CHAMBERS OF COMMERCE AND INDUSTRY (Hereinafter called TECCI), incorporated under Section 25 of the Indian Companies Act1956, having its Registered Office at Flat No.C5, Lake House, Kavuri Hills, Madhapur, Hyderabad, Telangana 500034 represented by its President, Mr. M. Venkateshwarlu which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees; of the THIRD PART.

WHEREAS:

Centre of Excellence in Economics and Finance [CoEF – NALSAR], is an approved Centre established in the NALSAR University to focus on collaborative research & application methodologies in the fields of Finance and Economics.

Growth Idea Labs (GIL) is a non-profit organization, dedicated to the Revival and Rehabilitation of sick and distressed units in the MSME sector. GIL is the brainchild of Mr. N P Desai, a veteran in MSME Sector who with over four decades of entrepreneurial experience.

Telangana Chambers of Commerce and Industry (TECCI) is a nonpolitical and non-profit organization with a firm commitment to create a new climate of trade, commerce and industry. TECCI was incorporated in the year 2010 with the objective of creating a result oriented, transparent and dedicated platform to review trade, commerce and industry in the region of Telangana. TECCI focuses on continuous process of holding consultative meetings among industrialists, entrepreneurs and eminent academicians in developing relevant action plans for a wide range of activities to meet the ever changing industrial demands.

WHEREAS; GIL, given the economic and social significance, is currently working towards revival of stressed units in MSME sector through limited managerial and financial support, it recognizes the need for structured research and modern approach towards the cause of strengthening the entrepreneurial, functional, financial framework and support available to the units in MSME sector for envisaged impact.

WHEREAS GIL is proposing to institutionalize the aforementioned Revival and Rehabilitation process (Hereinafter called 'The Project') and is soliciting the support of COEF-NALSAR and TECCI to be a part to play a constructive and catalytic role in it.

Therefore, all the Parties to this MoU have had preliminary discussions in this matter and have ascertained areas of broad consensus expressly incorporating the foregoing recitals which are listed as follows:

SCOPE OF PROJECT:

- 1. The Parties to the MOU led by the 'Executing Agency' shall work towards the execution of the project in accordance with their roles and responsibilities defined under this MoU.
- 2. A 'Monitoring Committee' comprising of one representative from each of the parties to the MOU shall be constituted and it shall perform the tasks as defined under this MoU.

- 3. The Primary focus of the project shall be:
 - Research backed comprehensive understanding and summarization of the issues leading to sickness in MSME sector.
 - Creating an awareness on the need and importance of Revival and Rehabilitation of sick MSME Units, Government functionaries, RBI, Banking and financial institutions and other stakeholders in the MSME Sector.
 - (Institutionalization) Designing & Developing a model of comprehensive and sustainable eco-system encompassing financial and functional support.
 - Implementing the support eco-system model and gathering empirical and statistical evidence of its performance.
 - Promulgating the success of the proposed model and facilitating deployment on a pan-Indian scale.

4. The above discussed scope of the project shall be executed broadly in three parts

PART	Activity Performed	Expected Outcome
	'Literature Research' on the evolution of the MSME sector, its performance, global vs local comparison, impact of macroeconomic factors; policy support extended by the government etc.	Report summarizing the findings on systemic issues plaguing the sector; their causal factors and analysis of such factors
PART A	'Case Based Research' on the individual MSME units identified and shortlisted for in-depth research and analysis	A comprehensive and sustainable ecosystem that aims to address and
	Design and develop models for 'Revival and Rehabilitation' of the sick MSME units using internal or external resource support	strengthen the entrepreneurial, functional and financial framework of MSME Units.

PART B	Testing the Models through pilot projects and making the requisite fine tuning adjustments to proposed model to ensure successful implementation	succe prope facilit on scale locali
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Collect data on the success models proposed, and facilitate deployment on a pan-Indian scale with suitable localizations and customizations

- 5. A detailed Work Plan for each PART shall be prepared by the Executing Agency and shall be submitted to the Monitoring Committee before commencement of work on that part.
- 6. The Executing Agency shall hire or appoint its own personnel or external resources for performing the Assignment and will keep the Monitoring Committee informed of the current and updated list of such personnel.
- 7. Any payments, including consultancy charges and honorarium, to be made to the permanent staff, faculty or other personnel engaged in performing the assignment will be made by the Executing Agency only on the basis of prior approval from the Monitoring Committee.

ROLES OF EACH OF THE PARTY TO MOU

Mr. N P Desai (Through Growth Idea Labs), being the originator of the initiative, shall be primarily responsible for identifying and roping in sponsors for project and also for liaising with domestic and international investors, philanthropists and generate traction for the project. He shall also provide access to information of/from sick MSME units required for undertaking research.

CoEF - NALSAR shall be the 'Research and Support Partner' to this initiative. COEF-NALSAR will undertake systematic research to obtain comprehensive understanding of the issues leading to sickness in

MSME sector and summarizing them into a report form. Based on the research findings, it will take a lead role in designing and developing a sustainable eco-system model for the Revival and Rehabilitation of sick MSME Units and gather empirical and statistical evidence of its performance.

TECCI shall be the 'Liaising and Public Relations Partner' to this initiative. TECCI shall be primarily responsible for liaising with Government, Government Bodies, Trade Associations, other Business and Industrial Community platforms to generate support and traction for the above discussed initiative.

ROLE OF MONITORING COMMITTEE

The Monitoring Committee comprising of one Representative from each of the parties to the MOU shall be constituted upon signing of this agreement. The Monitoring Committee shall perform the following tasks.

- Reviewing the Detailed Work Plan submitted by The Executing Agency suggesting amendments, if any, and approving the Work Plan
- The 'Monitoring Committee' represented by all its members, shall be authorized to enter into any agreements with sponsors, external resources, government agencies and any external parties at a later date.
- The Members of the Monitoring Committee shall meet once every month during the course of the project to review the progress and take corrective action wherever necessary.
- Reviewing the Schedule of Payments prepared along with Detailed Work Plan and approving the Schedule of Payments.
- Reviewing and approving all the payments to be made by the Executing Authority.
- Collecting and scrutinizing the statement of accounts; statement of fund utilization, receipts for the payments and other documents as

- may be required from the Executing Agency, adopting them and producing them for audit or scrutiny when required by a Competent Authority.
- Collect the Reports prepared by the 'Executing Authority' and adopt them. These reports many be submitted to appropriate government authorities, statutory board and or RBI.

RESPONSIBILITIES OF EACH PARTY:

Mr. N P Desai [GIL]

- 1. 'GIL' shall be solely responsible for identifying and roping in the requisite sponsorships and grants for the successful execution of the project.
- 2. 'GIL' shall either directly on its own or through sponsorship or grants from corporate houses or philanthropists to support the financial requirements of the project.
- 3. GIL shall develop a list of Sick MSME Units in various sectors, and solicit their support to be a part of case studies for the proposed research by designated Research Team from CoEF-NALSAR.
- 4. GIL shall coordinate between the MSME Units under research and CoEF-NALSAR to provide requisite support for gathering relevant information.
- 5. GIL shall actively participate and coordinate with other parties to the MOU in developing the Revival and Rehabilitation Models.
- 6. GIL shall actively participate and coordinate with other parties to the MOU in execution and validation of the Revival and Rehabilitation Models.
- GIL will designate an employee who will be the Incharge of the liaising with the other parties to the MOU and also support in internal administrative activities of the Project.

COEF - NALSAR

- COEF-NALSAR shall designate a faculty as 'Project Director' who shall be the primary coordinating authority for the project.
- The Project Director shall identify and segregate the various modules/segments of the project (multiple research projects designing the models and pilot execution etc.), assign teams, develop schedules and monitor the management of overall project.
- 3. The Project Director shall also be in charge of the liaising with the other Parties to the MOU and also support in internal administrative activities of the Project.
- 4. Project Director shall constitute research team/teams to gather relevant information from MSME Units identified by GIL. The research team shall conduct relevant analysis on the information gathered and shall provide summary findings in a report form.
- 5. The Project Director, through a consultative process, with other Parties to the MOU shall identify or select internal and external resource personnel whose services are required in designing and developing Revival and Rehabilitation Models, Pilot Level Implementation, Testing and Modifications (if any).
- 6. COEF-NALSAR shall provide necessary support to develop necessary content and material in coordination with internal and external resource personnel to support the sponsorship/fund raising/ public relation activities of other Parties to MOU.
- 7. COEF-NALSAR shall provide resource and project management support to the project being undertaken but shall not provide any financial support to the project.

TECCI

- 1. TECCI shall provide access of its illustrious mentor panel, members, government connections and corporate connections to the designated teams from 'COEF-NALSAR' for consultative processes relating to this project.
- 2. TECCI shall commit its PR mechanism to spread awareness about the benefits of the project and also in implementation of the **Revival and Rehabilitation Models** by organizing seminars and workshops.
- 3. TECC' shall actively participate and coordinate with other parties to the MoU in developing the Revival and Rehabilitation Models.
- 4. TECCI shall designate an employee who will be in charge of the liaising with the other Parties to the MOU and also support in internal administrative activities of the the Project.
- 5. TECCI shall provide PR and implementation support to the project being undertaken but shall not provide any financial support to the project.

PAYMENT TERMS:

Under this MoU, the Project Director designated by the Executing Authority shall identify and segregate various modules/segments of the project culminating in achieving overall project objectives.

A separate and detailed work plan and schedule of payments shall be prepared and presented by the Executing Agency for each part (PART A and PART B) of the project to the Monitoring Committee which shall duly verify and approve the proposed work plan and payment terms

The Executing Agency shall be authorized to make payments to only those expenses of the assignment which are approved by the Monitoring Committee. The release of any payments (other than the first installment) will be subject to receipt by of

- a) a Statement of Accounts and
- b) a Utilization Certificate from the Executing Agency in respect of the funds released in the previous installment.

If the reports and deliverables submitted by the Executing Agency are not to the satisfaction of the Monitoring Committee, further payments will be withheld till such time that the Executing Agency resubmits the reports and deliverables to the satisfaction of the Monitoring Committee.

OTHER CLAUSES:

1. EFFECTIVE DATE

Both the parties agree that the MOU shall take effect from 24th April 2017 and shall continue to be in force till termination.

2. EXCLUSIVITY CLAUSE

The project shall be an exclusive joint undertaking of COEF – NALSAR, GIL and TECCI.

It is expressly agreed that none of the Parties shall undertake this project separately outside of this MOU either individually or in collaboration with any other Individual or Institution.

3. Usage of logos, brands, trademarks, copyrights and intellectual property rights:

This MOU specifically prohibits each of the Parties from using logos, brands, trademarks, copyrights and intellectual property rights of the other party to the MoU except:-

For Advertisement and Promotion of the project aforementioned (or)

- ➤ For Representations to Government, Government Bodies, Corporates or individuals directly in connection with the project aforementioned.
- As a part of joint branding activity (if any) to which the Parties
 explicitly agree in writing. (or)

Any unauthorized usage or usage other than directly in the context of the project of logos, brands, trademarks, copyrights, and intellectual property rights of the other party shall be construed as infringement and liable for legal action.

4. TERMINATION

This MOU shall be valid and remain in force for a period of three years from the date of execution. It may be extended for a further period with mutual consent of the Parties. All Parties agree to perform their obligations in good faith and to the best of their ability in order to meet this timeline.

The MOU shall continue to be in force till the time where the parties to the MoU have not discharged their obligations pursuant to the terms mentioned herein.

However, this MOU may stand terminated if specifically superseded by any agreement/MOU entered subsequent to the date of this MOU However, this MOU may be terminated other than by mutual agreement and with a notice of one month due to occurrence of an Event of Default as mentioned in Clause 6.

5. CONFIDENTIALITY AND DATA:

The Parties must not disclose any proprietary or confidential information relating to the MSME Units under Study or the findings of the Assignment including any of the records/documents

generated during the process of the assignment, if any without the prior written consent of the Monitoring Committee.

The Final Report and all other materials collected and developed in connection with the Assignment shall be the joint property of ALL THE THREE PARTIES of this MOU.

6. EVENTS OF DEFAULT

The following events will constitute Events of Default

- Failure to fulfill roles and responsibilities by the Parties beyond reasonable period of time.
- > Misuse of logos, brands, trademarks, copyrights, and intellectual property rights.
- > Violation of Confidentiality Clause.

6. THE UNDERSTANDING:

This MOU supersedes any prior written or oral agreements between the Parties in relation to the subject matter. Changes and amendments to this MoU shall have effect only if made in writing and signed by the Parties.

7. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:

All disputes, differences and/or claim arising out of or touching upon this MOU by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. For all legal proceedings not legally amenable to arbitration, the jurisdiction shall be the courts at the city of Hyderabad.

IN WITNESS WHEREOF the Parties hereto have set their hands in the presence of witnesses at Hyderabad on the day, month and year first above mentioned.

FIRST PARTY

Prof.(Dr.) FAIZAN MUSTAFA
Vice-Chancellor
NALSAR University of Law
Justice City, Shameerpet,
R.R.Distt, Hyderabad – 500 101
Telangana, India

SECOND PARTY

THIRD PARTY

WITNESSES:

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3.



Memorandum of Understanding (MoU)



between

Maulana Azad National Urdu University (MANUU), Hyderabad, India and

NALSAR University of Law, Hyderabad

This MoU is made between

Maulana Azad National Urdu University, a Central University established by an Act of Parliament in the year 1998, having its headquarter at Hyderabad- 500032, Telangana State, India, hereinafter called MANUU

and

NALSAR University of Law, Hyderabad located at Justice City, Shameerpet, Medchal, Malkajgiri District – 500101 (Telangana State).

In order to collaborate and engage in academic activities, MANUU and the NALSAR University of Law, Hyderabad agree to formalize Memorandum of Understanding for producing e-learning / digital learning content.

- 1. Rationale of the Collaboration The main rationale of the collaboration is to explore the tools & techniques of teaching through Audio -Video production & reaching to a diversified audience of academics, professionals & general audience.
- 2. Type of Collaboration/Cooperation/Partnership -
- 2.a. MANUU will produce the video lessons in HD format, with due care for production values. The content will be developed in line with the guidelines of SWAYAM 2017 issued by the MHRD issued on 1st June 2017.
- 2.b. Nalsar Law University will provide suitable Resource Persons for the video lecture productions. Required visuals, text along with complete transcript of the programme will be provided by the Resource Person a week before the shooting.
- 2.c. NALSAR will propose the alternative rights of the videos to MANUU to develop the same content in Urdu by subtitling it without any financial burden to both universities and after obtaining required permission from the MHRD in this regard.

3. Financial Implications and Risks

- 3.a. For above purpose MANUU will utilise the technical infrastructure & professionals posted at IMC, MANUU. If required MANUU would hire requisite equipment & manpower for effective production.
- 3.b. Payment would be involved for producing Audio/Video contents. NALSAR will pay for the cost of video production as per the MHRD sanction under the ARPIT 2019 budget which will be inclusive of any GST payable and if applicable. (For studio, crew, set, post production, preview, technical review etc.)

4. Implementation of MoU

Exchange of information

Any of the information exchanged between the parties under this MoU will be treated as confidential and shall not be disclosed to third parties in India or abroad unless otherwise agreed between the two Parties. Nothing in this MoU shall however be deemed to prohibit disclosure of any confidential information required under the law/ court order, or by any regulatory or governmental authority.

<u>Authorizations</u>

All undertakings and obligations assumed herein under by either Party are subject to the issuance and continuance of all necessary governmental approvals, licenses, waivers, consents, registrations and permissions as may be applicable.

Alteration:

This MoU may, by mutual consent in writing, be altered, amended or substituted from time to time during the term of this agreement at the hands of duly authorized representative of the Parties.

Force Majeure

No failure or omission by either Party to carry out or observe any terms or conditions shall give rise for any claim against the other Party or be deemed as a breach of this agreement if such failure or omission arises from any cause reasonably beyond the control of that Party.

NALSAR University of Law and MANUU have caused this MoU to be executed as of the day and year first above written.

5. Duration of MoU

This MoU will come into force on the date of signing by the two Parties and will remain in force for a period of **three years**.

6. Extension/Revision/Termination of MoU

MOU may be renewed for such period as may be mutually agreed. In the absence of such renewal, this MoU will lapse after the expiry of the three years period without any liability on either of the Party. Either side can terminate the agreement with a notice of one month.

The MoU becomes effective from the day the representatives of both Universities affix their signatures.

In witness, and to ratify this MoU, the following representatives append their signatures:

For and on behalf of Maulana Azad National Urdu University

Dr. Mohammad Aslam Parvaiz Vice-Chancellor For and on behalf of NALSAR University of Law

Prof. Fáizan Mustafa Vice-Chancellor

In the presence of

Prof. S. M. Rahmatullah Registrar (l/c.) In the presence of

Prof. V. Balakista Reddy Registrar



Memorandum of Understanding

BETWEEN

NALSAR University of Law

AND

M/s. Vidhi Centre for Legal Policy

Dated: January 29, 2020

Memorandum of Understanding ('MOU') made at Hyderabad on January 29, 2020 by and between:

The **NALSAR University of Law**, represented through Prof. (Dr.) Faizan Mustafa, (Vice-Chancellor & Professor of Law), 'Justice City', Shameerpet, Medchal District, Hyderabad, Telangana-500001 ('**University'**, which expression shall, unless repugnant to the subject and context hereof, be deemed to mean and include its affiliates, successors and permitted assigns);

And

The **Vidhi Centre for Legal Policy**, a not-for-profit company registered under section 8 of the Companies Act, 2013, having its registered office at A-313, 1st Floor, Defence Colony, New Delhi - 110024 duly represented by Dr. Arghya Sengupta in his capacity as the Research Director ('**Vidhi**', which expression shall, unless repugnant to the subject and context hereof, be deemed to mean and include its affiliates, successors and permitted assigns);

Each of Vidhi and the University may be hereinafter referred to individually as a 'Party' and collectively as the 'Parties'.

WHEREAS:

- (i) Vidhi is an independent legal think-tank whose mission is to achieve good governance in India through impacting legislative and regulatory design.
- (ii) The University is an institution imparting legal education to students.
- (iii) Vidhi is proposing to set up a chapter of the 'Kautilya Society' in the University to carry out activities discussed in the Scope of Activities below.
- (iv) The Parties are desirous of recording the mutual understanding, terms and conditions concerning the NALSAR chapter of the Kautilya Society, in this MoU.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. OBJECTIVE

A work program for setting up a chapter of the Kautilya Society in the University to carry out activities as set out in the Scope of Activities below.





2. SCOPE OF WORK

The NALSAR chapter of the Kautilya Society may carry activities that align with the Vision and Mission of the Kautilya Society as envisaged in its Charter provided in Annexure A. The activities may including the following:

A. Policy

- (a.i) conduct legal research to identify gaps in law and governance (including issues pertaining to local governance). This could take the form of providing comments on any proposed legislation or policy or producing an independent research report. At least one such research project shall be conducted in a year;
- (a.ii) host events (at least one in a year) in relation to legislative drafting or other issues which require the attention of policymakers;
- (a.iii) host talks/discussions (at least two in a year) in relation to recent legal policy developments.

B. Nyaaya

- (i) Conduct primary legal research based on Nyaaya content topics;
- (ii) Design questionnaires and surveys for field research;
- (III) Conduct field research with target groups identified with the Vidhi Nyaaya team.

3. TERM

This MoU shall be effective from the date of signing and shall be valid for a period of one-year from the date of signing ("**Term**"). It shall be reviewed in light of the working of the Kautilya Society upon the expiry of one-year from the date of its approval by Vidhi.

4. FINANCING

Reimbursements, at actuals, may be provided, in consultation with Finance and Fund-Raising Department of Vidhi. Any other payment to be made to members of the Committee shall be decided by Vidhi.

5. STRUCTURE AND SELECTION PROCESS

<u>Structure</u> - The NALSAR Public Policy Group shall function as the NALSAR Chapter of the Kautilya Society while carrying out activities stated in Clause 2 (Scope of work) with /for Vidhi. The Members of the NALSAR Public Policy Group ("Committee") in the University comprising of up to Ten members whose names shall be stated in Annexure B with one co-ordinator ("Co-ordinator"), shall oversee the operations of this chapter of the Kautilya Society. Vidhi shall be kept apprised at all times of any



changes in the membership of the Kautilya Society from what has been stated in Annexure B.

<u>Selection process</u> - The Co-ordinator and members of the Committee shall be selected based on a Statement of Purpose demonstrating their interest in the Kautilya Society. The Statement of Purpose shall be evaluated by one member of the existing Committee and one mentor from Vidhi. This process may be revised if required.

6. GENERAL FUNCTIONING

Vidhi may present the outcome of research projects undertaken by the Kautilya Society to relevant stakeholders, including concerned government authorities. This will be undertaken only in consultation with the Kautilya Society. The work of the Kautilya Society shall be duly credited.

All terms and principles laid out in the Charter of the Kautilya Society provided at Annexure A shall be binding on the Committee unless otherwise stated in this MoU.

If members of the Committee organise any event under the name of NALSAR Public Policy Group there must strictly be no mention of the association of the members with Vidhi and all the communications done in this regard will be done under the exclusive authority of NALSAR Public Policy Group. Moreover, the Committee undertakes that any independent programme undertaken by the NALSAR Public Policy Group will in no manner affect the quality of the work that the members of the Committee are required to maintain while working with Vidhi.

7. COORDINATION AND MONITORING

The University and Vidhi, both will be responsible for implementation of this MoU.

The University designates Mr. Sidharth Chauhan as its Faculty Advisor, who along with the Co-ordinator will monitor and coordinate the activities of the chapter of the Kautilya Society under this MoU.

Vidhi designates Sunetra Ravindran as the mentor for Policy activities and Malavika Rajkumar as the mentor for Nyaaya activities, who will monitor and coordinate the activities of the Kautilya Society under this MoU.

All research projects to be conducted by the Kautilya Society must satisfy the Project Pre-Clearance Criteria as determined by Vidhi. Prior to undertaking any of the activities listed above, a Kautilya Society shall prepare a project proposal in such form and manner as may be provided by Vidhi and submit this to the respective Mentors, who may provide inputs for the modification of the project.



¥.

It will be the duty of the Committee to actively consult the Vidhi Mentors and Faculty Advisor before taking any material steps in the name of Kautilya Society.

At the end of every month, the Committee shall prepare a 'Monthly Report' to be submitted to Vidhi. Prepared in consultation with the Vidhi Mentors and the Faculty Advisor, this report shall be in the nature of a summary of events, policy decisions, achievements, etc. that are relevant towards fulfilling the goals of Kautilya Society.

8. EXTERNAL COMMUNICATIONS

Any decision in relation to media, advertisement, and communications in the name of the NALSAR chapter of the Kautilya Society shall require prior consultation with Vidhi and the Communications Co-ordinator of Vidhi shall assist the Kautilya Society in this regard.

9. MODIFICATIONS AND EXTENSION

The Committee, the Vidhi Strategy Team Member, Vidhi Mentors and Faculty Advisor shall mutually agree to extend or modify this MoU based on the review conducted upon expiry of the term mentioned in point 3 above.

This MoU may be modified or extended only in writing and must be authorised by both the Parties.

10. DISPUTE RESOLUTION AND GOVERNING LAW

Where the functioning of the Kautilya Society requires resolution, the decision of the Outreach Committee at Vidhi based on representations made by the Committee members, Faculty Advisor, University, Vidhi Mentors and the Research Director at Vidhi, shall be final and binding on all members of the Kautilya Society.

This MoU shall, in all respects, be governed by, and construed in accordance with the laws of India. The Courts at New Delhi, India shall have exclusive jurisdiction in relation to this MoU.

For and on behalf of the NALSAR University of Law

Vice-Chancellor
NALSAR University of Law
Justice City, Shameerpet,
R.R.Distt, Hyderabad – 500 101
Dr. Faizanawasaafadia

(Vice-Chancellor & Professor of Law)

For and on behalf of Vidhi Centre for Legal Policy

Dr. Arghya Sengupta

WHI CENTRE FOR LEGAL POLIC'Y

(Research Director)

Annexure A

Kautilya Society Charter

Annexure B

Name of members of the Kautilya Society at the University

The following students are members of the NALSAR Public Policy Group during the academic year 2019-2020. This group will serve as the chapter of the 'Kautilya Society' at NALSAR University of Law, Hyderabad.

- 1) Tushit Mishra (5th year, BA.,LL.B.)
- 2) Sushrut Kaplay (4th year, B.A.,LL.B.)
- 3) Ridhi Shetty (3rd year, B.A., LL.B.)
- 4) Apoorv Dixit (3rd year, B.A., LL.B.)
- 5) Gayatri Gupta (3rd year, B.A., LL.B.)
- 6) Shubham Dhamelia (2nd year, B.A., LL.B.)
- 7) Raghunandan Sriram (2nd year, B.A., LL.B.)





A RECIPROCAL STUDENT EXCHANGE AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILUNOIS, USA

NATIONAL ACADEMY OF LEGAL STUDIES AND RESEARCH UNIVERSITY OF LAW

IN

HYDERABAD, INDIA

PARTIES

This Reciprocal Student Exchange Agreement ("Agreement") is between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, with principal offices at Urbana, Illinois, U.S.A., acting on behalf of its College of Law, at the University of Illinois at Urbana-Champaign ("Illinois"), and NATIONAL ACADEMY OF LEGAL STUDIES AND RESEARCH UNIVERSITY OF LAW, in Hyderabad, India ("NALSAR"). Illinois and NALSAR may be referred to collectively as "the Institutions," or individually as "Institution."

Article 1: Purpose

The purpose of this Agreement is to promote and guide the ongoing mobility of students between the Institutions based on the reciprocal exchange of tuition and fees as stipulated below.

Article 2: Definitions

- 2.1. "Exchange Students" mean the students participating in the exchange program established pursuant to this Agreement.
- 2.2. "Home Institution" means the Institution from which an Exchange Student intends to graduate.
- 2.3. "Host Institution" means the Institution that has agreed to accept Exchange Students from the Home Institution for a limited program of study.

Article 3: Numbers

- 3.1. <u>Exchange Limits</u>. Beginning with the 2019–2020 academic year, and in each subsequent academic year, Illinois may send up to two Exchange Students to NALSAR, and NALSAR may send up to two Exchange Students to Illinois. Exchange Students may partake in a one semester or full academic year exchange.
- 3.2. Exchange Calculations. To determine balance, the Institutions will use a student-per-semester formula, so that, for example, two Exchange Students attending an Institution for one semester equals one Exchange Student attending the other Institution for one academic year. If the exchange periods are not equivalent at each Institution, then the Institutions will calculate balance using a student-per-week formula, so that, for example, four Exchange Students attending a four-week summer study abroad session at one Institution will be equivalent to one Exchange Student attending a sixteen-week semester session at the other Institution.

3.3. Annual Review. The Institutions will endeavor to achieve a balance in the total number of Exchange Students exchanged over the term of this Agreement. Both Institutions will review the program annually for any imbalances in the number of Exchange Students and will adjust the numbers the following year to maintain a balance. By December 15 of each year, administrators at each institution will agree upon the number of allotted exchange spaces to be allocated at each institution for the upcoming academic year.

Article 4: Nomination of Exchange Students and Enrollment

- 4.1. Nominations by Home Institution. Home Institution will accept applications from its students to participate in the exchange, screen the applications as it deems appropriate, and nominate the appropriate number of students for the exchange. Home Institution will send to Host Institution the applications for the nominated students by a date to be determined by Host Institution. Home Institution will ensure that its nominees for the exchange: (a) satisfy the language proficiency requirement for admission or take appropriate language instruction prior to the beginning of their academic program, as determined by Host Institution; and (b) have completed at least one year of continuous study at Home Institution before the exchange year.
- 4.2. Application Deadlines. (a) Unless otherwise agreed by both Institutions, applications for Incoming Exchange Students at Illinois as Host Institution during the Fall Semester (roughly mid-August through mid-December of each year) must be received no later than March 1. Applications for the Spring Semester (roughly mid-January through mid-May of each year) must be received no later than September 1. (b) Unless otherwise agreed by both Institutions, applications for Exchange Students at NALSAR as Host Institution during the Fall Semester (roughly second week of June through last week of October of each year) must be received no later than April 15. Applications for the Spring Semester (roughly first week of January through first week of May of each year) must be received no later than October 15.
- 4.3. Enrollment by Host Institution. (a) Illinois will accept the prescribed number of NALSAR Exchange Students and will enroll them as full-time non-degree students for one or two regular semesters of the academic year (roughly late August to mid-December and/or mid-January to mid-May). (b) NALSAR will accept the prescribed number of Illinois Exchange Students and will enroll them as full-time, non-degree students for one or two regular semesters of the academic year (roughly June to May).
- 4.4. <u>Admissions Decisions</u>. Host Institution shall have the right to make final decisions on the admissibility of each student nominated. Neither Institution shall discriminate in its nomination of students or admissions decisions based on age, gender, race, ethnicity, religious beliefs, physical disabilities, or sexual orientation.
- 4.5. <u>Compliance with Laws.</u> The Institutions will cooperate to inform the Exchange Students that they must abide by all laws, policies, rules, and regulations of the Host Institution during the exchange period.

- 4.6. <u>Period of Stay.</u> Home Institution will advise its students selected for participation that they must return to Home Institution upon completion of the exchange period and in accordance with their visa status and expiration date. Any extension of stay beyond the initial exchange period must be approved by both Institutions and supported by the necessary extension of the student visa status.
- 4.7. Course Enrollment. Subject to Host Institution Regulations, exchange students may enroll in courses in any unrestricted academic program offered at the Host Institution as full-time, non-degree students, once they meet the standard requirements for registration in those courses and subject to the same requirements and conditions as students from the Host Institution. Students may be excluded from restricted enrollment programs and may not have access to courses in high demand, because enrollment priority is given to degree-seeking students. NALSAR Exchange Students enrolled at Illinois pursuant to this Agreement are expected (but not required) to enroll for the majority, or all of their courses within the College of Law. Illinois Exchange Students enrolled at NALSAR pursuant to this Agreement may only enroll in courses offered by the University of Law. The study abroad administrators at each institution shall endeavor to inform their counterparts as to which specific academic programs or particular courses are likely to be unavailable to incoming Exchange Students in a given semester, Exchange Students coming to Illinois shall register for courses themselves via the Self-Service platform.
- 4.8. <u>Degree Programs.</u> Exchange Students wishing to pursue undergraduate or graduate degrees at Host Institution must return to their Home Institution and apply for admission as degree-seeking students in accordance with the standard international admissions criteria and using the normal international admissions application process of Host Institution.
- 4.9. <u>Transcripts.</u> At the end of the exchange program, Host Institution will send to Home Institution an official transcript of credits for each Exchange Student after receiving payment in full of any outstanding charges on his or her account.
- 4.10. <u>Academic Credits.</u> Home Institution will evaluate coursework completed by each of its Exchange Students at Host Institution and will determine the type and amount of academic credit earned by the Exchange Students, in accordance with the policies, procedures, and regulations of Home Institution.

Article 5: Finances and Services

- 5.1. Payment of Tuition. Home Institution will require Exchange Students to register and to pay tuition and other required fees at their Home Institutions in accordance with its own policies and requirements regarding outgoing Exchange Students.
- S.2. <u>Tuition Waivers.</u> Host Institution will provide tuition and partial fee waivers, at the discretion of the host department to the visiting Exchange Students. Each Institution will disclose to the other Institution all non-waived fees for the subsequent academic year as soon as these fees are set

by Host Institution and made public.

- 5.3. Other Assistance. Host Institution will provide academic counseling and other assistance to visiting Exchange Students and will provide information on housing options. Host Institution also will provide to Home Institution the necessary documents to facilitate Exchange Students' applications for necessary visas.
- 5.4. <u>U.S. Financial Aid.</u> NALSAR will not disburse U.S. Federal Student Aid ("Financial Aid") to Exchange Students whose Home Institution is Illinois. Illinois will process and disburse all Financial Aid for such Exchange Students. Illinois will maintain all records necessary to document student eligibility and receipt of Financial Aid.
- 5.5. <u>Student Costs.</u> Neither Institution will be responsible for the following costs incurred by Exchange Students:
 - 5.5.1. transportation to and from Host Institution;
 - 5.5.2. room and board expenses;
 - 5.5.3. textbooks, clothing, and personal expenses;
 - 5.5.4. student services fees at Host Institution, including but not limited to health Insurance coverage, facilities usage fees, and campus mass transportation system fees, which are not included in the standard tuition and fee waiver for incoming Exchange Students.
 - 5.5.5, passport and visa costs; and,
 - 5.5.6. all other debts incurred during the course of the exchange program.

Article 6: Insurance

- 6.1. General Liability Insurance: During all times relevant to this Agreement, Institutions shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per occurrence and \$2 million aggregate. Each Institution shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven days each institution shall provide to the other a Certificate of Insurance evidencing the coverage and limits required.
- 6.2. Student Health and Medical Insurance: Each Exchange student must maintain appropriate medical and health insurance coverage:
 - (a) NALSAR students visiting Illinois: Health insurance coverage is required for all exchange students who are holders of a United States J-1 visa and their dependents. The U.S. Department of State has established minimum requirements for insurance coverage in order to protect J-1 visa holders and their family members in case of illness or accident. For information about the current insurance requirements for United States J-1 Visa holders see: http://isss.illinois.edu/scholars/i1/index.html#j1insurance.

All NALSAR exchange students who are J-1 visa holders will need to show that they have obtained insurance coverage that meets the U.S. Department of State requirements before starting their program. NALSAR students accepted into the program at Illinois as full-time, non-degree seeking students, may obtain insurance coverage that meet the level required by the U.S. Department of State through the Office of Student Insurance at Illinois. For more information about the Illinois Student Health Insurance (including how to opt out) see: http://si.illinois.edu/. Alternatively, NALSAR students accepted into the program at Illinois may purchase private insurance that meet the level required by the U.S. Department of State. For a list of private insurance providers in the United States, please see: http://isss.illinois.edu/download forms/scholars/11 insurance.pdf. THIS LINK IS PROVIDED AS A CONVENIENCE ONLY. THE UNIVERSITY OF ILLINOIS DOES NOT ENDORSE ANY SPECIFIC INSURANCE PLAN OR INSURANCE PROVIDER ON THE LIST.

(b) Illinois Students visiting NALSAR: Illinois Students must maintain comprehensive health insurance for the entire period of their stay at NALSAR as Exchange Students, in keeping with the University of Illinois' Study Abroad Insurance Policy requirements. All Illinois Students will have access to the medical expense benefits set out in the aforementioned Policy. Visit https://www.gallagherstudent.com/brochures/10602.pdf for the full range of medical expense benefits available to Illinois Students while abroad and a detailed description of benefits.

Article 7: Term

This Agreement shall be effective on the signature date of the last institution to sign and shall expire on June 30, 2025. Either Institution may terminate this Agreement by providing no less than sixty days' advance written notice to the other, provided that Exchange Students will be permitted to complete their exchange periods under the terms of this Agreement.

Article 8: General Provisions

- 8.1. <u>EU-GDPR</u>. If this exchange program involves students in the European Union, the parties will enter into additional terms, which may be in the form of a separate data protection agreement, as necessary to comply with the EU General Data Protection Regulation ("GDPR") governing the transfer and processing of personal data.
- 8.2. <u>Use of Names</u>. Except in promoting the exchange among its faculty and students, neither institution may use the name of the other in any form of advertising or publicity without prior express written permission. Each institution must seek permission from the other by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 8.5 below.
- 8.3. <u>Liability</u>. The relationship of the institutions under this Agreement shall be that of independent contractors, and neither institution shall be deemed, nor hold itself out as being, a partner or agent of the other institution. Neither institution shall be liable for the acts of the other nor the

Page 5 of 8

acts of Exchange Students.

- 8.4. <u>Amendments.</u> No modification to this Agreement will be effective unless confirmed in a written amendment signed by each institution's authorized signatory.
- 8.5. <u>Counterparts.</u> The Institutions may sign this Agreement in counterparts, all of which together constitute the complete Agreement. Duplicated or facsimile signatures shall be originals for all purposes.
- 8.6. <u>Notices.</u> To be enforceable, all notices given under this Agreement must be in writing and delivered to the Institution's representative named below by either (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address designated by either institution via written notice to the other:

Illinois:

Margareth Etienne, Associate Dean Graduate and International Programs

College of Law

University of Illinois at Urbana-Champaign

Law Bullding

504 E Pennsylvania Avenue Champaign, IL 61820

USA

Tel: 1-217-333-6066

email: law-gradprograms@illinois.edu

With a copy to:

Contract Services Office

Office of Business and Financial Services University of Illinois at Urbana-Champaign 3rd Floor Coble Hall, 801 S. Wright Street

Champaign, IL 61820 Tel: 217-333-4638

Email: UrbanaC5O@ulllinois.edu

NALSAR:

Prof. V. Balakista Reddy

Professor of Law and Registrar

National Academy of Legal Studies and Research University of

Law

Justice City, Shameerpet Medchal District, PIN: 500 101 Hyderabad, Telangana State

India

Tel: +91-40 23498104 email: registrar@nalsar.ac.in

- 8.7. Force Maleure. An Institution is excused from performing its obligations under this Agreement when conditions beyond its control and unforeseen by the Institutions make its performance commercially impractical, Illegal, or Impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the institution whose performance is affected shall keep the other institution fully informed about the conditions and the prospects of their ending.
- 8.8. Compliance with Laws. Each Institution shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.
- 8.9. <u>integration</u>. This Agreement constitutes the Institutions' entire agreement regarding the subject matter.
- 8.10. <u>Authorized Signatories.</u> The individuals signing this Agreement on an institution's behalf represent that they have the requisite authority and intent to bind that institution to this Agreement.

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THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: Aufur The 2 12200

Avijit Ghosh, Comptroller, Date

Robert J. Johns
Chancellor

Robert J. Johns
Chancellor

Vice Provost for International Affairs
and Global Strategies

NATIONAL ACADEMY OF LEGAL STUDIES

AND RESEARCH UNIVERSITY OF LAW

Prof. (Dr.) Faizan Mustafa, Vice Chancellor

February 28, 2020

Date

Approved as to Legal Form by the Office of University Counsel - LP - 07/13/17 Changes to template require University Counsel and OBFS approval.





Memorandum of Understanding Between

NALSAR University of Law (Justice City, Shameerpet, Medchal-Malkajgiri District, Hyderabad - 500101, Telangana)

AND

Center for Human Security Studies (CHSS)
(Hyderabad, India)

NALSAR University of Law established in 1998 is one of the top most University from the State of Telangana for legal education and research. The National Assessment and Accreditation Council (NAAC) has awarded grade 'A' ('A+' as per new grading system) with a score of 3.60 out of 4.00 which is highest among all the national law schools rated till date. NALSAR has been graded as Category — I University by the University Grants Commission in view of its high NAAC score. As per the UGC (Categorization of Universities (only) for Grant of Graded Autonomy) Regulations, 2018, the University now has the autonomy to start new courses / programmes / departments etc. and can also offer courses in the ODL (Open Distance Learning) mode without the approval of the UGC.

The University started with 5-Year B.A., LL.B. (Hons.) programme. At present, besides B.A., LL.B. (Hons.) NALSAR is offering LL.M., M.B.A., Integrated LL.M., Ph.D. and Ph.D. programmes as regular programmes. In addition, the University is also offering number of Master's and P.G. Diploma programmes through distance and hybrid modes. Besides offering courses, NALSAR has been undertaking research on various contemporary legal issues, conducting training programmes for various stakeholders, organizing national and international seminars / conferences and also helping the State and Central Government(s) in drafting various legislations. As part of its social responsibility, the University is conducting legal awareness programmes and is providing legal aid to the needy through its legal aid clinics. To name a few, NALSAR has reviewed and revised 112 legislations relating to land and revenue sector; prepared the draft State Rules for the Juvenile Justice Act, 2015 and drafted the Telangana (Agricultural Produce and Livestock) Market (Amendment) Rules, 2016 for the State of Telangana.

10-1/1

Page 1 of 4

Center for Human Security Studies (CHSS) is a non-profit & non-political think tank, established in 2010, in Hyderabad. It focuses on internal security and external affairs of India. CHSS main areas of research (with human security approach) is on Internal Security; International Security; Food Security; Water Security; Health Security; Cyber Security; Counter terrorism mechanisms; Coastal and Maritime Security; Indian Foreign Policy and Indian Diaspora Relations.

CHSS has actively partnered with the Government of India, Indian Navy & Coast guard, National & State Police Departments, non-profit organisations, and various universities across India and beyond. CHSS has delivered several major projects ranging from Counter-terrorism, International Relations, Mapping India's National Security Challenges, National Coastal Security Management, Decoding Violent Non-State Actors (VNSA's), Mission 974 Km's — Safety & Security of Critical Infrastructure Installations of Coastal Andhra Pradesh and Evolving Strategies to contain Red Sanders smuggling, to name a few.

NALSAR University of Law and Center for Human Security Studies (CHSS) recognize the value of mutual cooperation and are desirous of entering into this Memorandum of Understanding (MoU) to facilitate collaboration between the two institutes for academic, research and cultural activities including student mobility activities as identified in the Scope of Activities below.

Pursuant to the intention noted above, the two Institutions enter into this MoU which shall come into effect from the date on which it is signed by the last signatory for a period of 5 years subject to renewal for a further period as agreed by the two Institutions.

1. Definitions

In this Memorandum of Understanding,

- (a) "MoU" means this Non-commercial, Non-exclusive Memorandum of Understanding.
- (b) "Two institutes" means the NALSAR University of Law and Center for Human Security Studies (CHSS).
- (c) "confidential information" means information which by its very nature is confidential or is identified as such by either institute but does not include information which:
 - 1) may be required to be disclosed by law of Country; and
 - 2) is in the public domain other than by a breach of this MoU.
- (d) "Contact Persons" means an employee of each of the two institutes.

2. Scope of Activities

The scope of activities intended by the two institutes under this MoU shall consist of:

- a. Internships and Fellowships;
- b. Researcher mobility programmes;
- c. Joint research:
- d. Exchange of knowledge resources (faculty, e-resources, etc.);
- e. Joint workshop series;
- f. Collaborative seminar series;

_ Page **2** of 4

- g. Guest lectures;
- h. Round-table discussions:
- i. Summer/winter programmes/workshops/courses (for emerging scholars);
- j. Collaborative executive education courses (Executive Certificate Programs); and
- k. Resident Fellowships and Non-Resident Fellowships

The terms of such mutual assistance and cooperation shall be discussed and agreed upon in writing by the appropriate representatives of both parties prior to the initiation of any particular program or activity.

3. Guidelines for Implementing the MoU

The following guidelines shall be observed by each of the two institutes in implementing the MoU:

- (a) Work in a cooperative and constructive manner.
- (b) Consider and promote approaches to achieve positive outcomes which are mutually beneficial.
- (c) Act in good faith towards each other.
- (d) Communicate openly and honestly with each other.
- (e) Agree in advance, in writing, funding arrangements if any, or use of intellectual property for any activity or program relating to this MoU under separate Definitive Agreements.
- (f) Prevent unauthorized access to or use of confidential information relating to any activity or program arising from this MoU.

4. General Provisions

The following general provisions will apply for the execution of this MoU:

- (a) Nominate a Representative (or a Team) who will facilitate the execution of this MoU, by coordinating and communicating relevant information within their respective institutes and arrange consultations for a review of the activities envisaged under this MoU as required.
- (b) This MoU may be executed in terms of all or some activities identified in clause 2. Nonimplementation of all or any clauses doesn't give rise to any claims, damages or compensation.
- (c) This MoU may be amended by mutual consent in writing between the two institutes and once approved, the amendment shall become a part of the MoU.
- (d) This MoU may be terminated by either institutes giving two months' notice to the other institutes before the expiry of the tenure of this MoU. Such termination will be without prejudice to the already agreed projects/programs/activities.
- (e) With the exception of clause 3(e), this MoU is not intended to create legal relations and is not legally binding on the two institutes, or give rise to any financial obligation for either institute.
- (f) No Party shall create any financial or other liability to the other Party without written agreement to that effect
- (g) This MoU shall not restrict the rights of the two institutes in any way in respect of their normal business as academic institutions including any existing or new areas of activity.
- (h) This MoU shall not give rise to a relationship of agency between the two institutes.

Page 3 of 4

- (i) Neither institutes shall be liable to the other for any delays or failure to perform its part as a consequence of any event beyond its reasonable control, including acts of God, fire, floods accidents, terrorism, strike, or riots.
- (j) The performance and execution of this MoU shall be in compliance with the relevant laws, policies, and requirements of the countries in which the two institutes are located.
- (k) No publicity or press release shall be given regarding any aspect of this MoU without written permission from the University.

5. Contact Persons

Each institute shall appoint a contact person (or a team, if required) to facilitate the execution of this MoU. It will be the responsibility of each institute to inform the other in writing if there is change in the persons noted below:

NALSAR University of Law (Hyderabad, India) Prof. (Dr.) V. Balakista Reddy Registrar

Email: registrar@nalsar.ac.in

Phone: +91-9948660916

Center for Human Security Studies (CHSS)

(Hyderabad, India)

Dr. Kanneganti Ramesh Babu Founder & Executive Director

E-mail: kanneganti.ramesh@gmail.com

Phone: +91-9652810374

This Memorandum of Understanding is now hereby executed by the two institutes,

On behalf of:

On behalf of:

NALSAR University of Law

Center for Human Security Studies (CHSS)

By its duly authorized officer

By its duly authorized Signatory

Prof. (Dr.) V. Balakista Reddy Registrar, NALSAR

Dr. Kanneganti Ramesh Babu

Founder & Executive Director, CHSS





GENERAL INTERNATIONAL AGREEMENT FOR ACADEMIC COOPERATION BETWEEN

NALSAR UNIVERSITY OF LAW

Hyderabad, Telangana, India

AND

Harvard Animal Law & Policy Program

1585 Massachusetts Ave., Cambridge, MA 02138

The Animal Law Center at NALSAR University of Law, Hyderabad (NALSAR) and the Harvard Animal Law & Policy Program (ALPP) represented by its Faculty Director, Kristen Stilt, establish this General Agreement to generally foster international cooperation in education and research and to specifically collaborate on a research project analyzing global policy responses to animal markets.

- 1. Both parties agree to encourage the following activities, in particular, to promote international academic cooperation:
 - 1. NALSAR will perform a country case-study for India for inclusion in a collaborative international report examining global policy responses to live animal markets and their role in the spread of zoonotic disease. This case study will be one of many performed by several partners analyzing different countries. Collectively, these case-studies will address questions that provide a general overview of the topic, background on zoonotic diseases, and description of international law and trade.
 - 2. The India case-study will consist of providing written answers to a set of specific questions regarding animal markets and zoonotic disease. This is the same set of questions that other collaborators are answering for other countries covered by the report. Utilizing the same set of questions across collaborators will allow us some consistency from one country to the next; however, we also encourage NALSAR to pose additional questions where they feel the paper would benefit from further detail or related information. Such questions may address country-specific concerns or practices that are of general relevance to the nexus between animal trade and disease.

- 3. An overview of the case-study research process and expectations is attached below as Appendix A.
- 4. The list of specific case-study questions to be answered is attached below as Appendix B.
- 5. A Glossary of Terms and a Style Guide to help direct the process will be shared shortly.
- 6. During the work, NALSAR should direct any questions about the process or answering the case-study questions to the Project Coordinator, Ann Linder.
- 7. After the answers to the case-study questions have been submitted, and through the date of publication, NALSAR will advise on the drafting of the India case study discussion to ensure that it accurately represents NALSAR's understanding of the subject matter and research findings.
- 8. While ALPP retains the ultimate discretion in terms of the editing and presentation of all the case-studies in the report, if necessary, NALSAR will help edit the India case-study discussion in the event that ALPP feels doing so is necessary to ensure the report accurately represents NALSAR's research findings.

Before these activities can be implemented, both parties shall discuss the problems involved to the satisfaction of each party and enter into specific activity agreements based on mutually agreed objectives and outcomes of the relationship.

- 2. This General Agreement shall be applicable to educational and research organizations attached to each party.
- 3. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this Agreement.
- 4. This Agreement is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop genuine and mutually beneficial exchange process for teaching, research, and outreach activities.
- 5. This General Agreement shall become effective as of date of signatures of both parties. The Agreement may be amended by the written consent of the parties.
- 6. The parties intend to review this General Agreement every year to evaluate the progress and the quality of the mutual cooperation. This General Agreement may be amended only by the written consent of the parties.

- 7. This Agreement may be terminated by either party with a minimum of one hundred and twenty (120) days written notice, Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.
- 8. Both institutions subscribe to a policy of equal opportunity, non-discrimination, and affirmative action. University programs, activities, and facilities are available to all without regard to race, colour, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age, or familial status.
- 9. Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For Animal Law Center, NALSAR University of Law, Hyderabad

Name:

Professor. Faizan Mustafa

Title:

Vice Chancellor, NALSAR University of Law, Hyderabad

Address:

Animal Law Center, Post Box No. 1, Justice City, Shameerpet,

R.R. District, Hyderabad- 500101, Telangana

Phone:

+91 40 23498104

Email:

vc@nalsar.ac.in

For the Harvard Animal Law & Policy Program, the contact person will be:

Name:

Chris Green

Title:

Executive Director

Address:

1585 Massachusetts Ave., Cambridge, MA 02138

Phone:

+1-617-496-5808

Email:

cgreen@law.harvard.edu

Signing for Animal Law Centre,

NAISAR:

Prof. Faizan Mustafa

Vice-Chancellor

Date: 23 Novembra, 2020

Signing for

Harvard Animal Law & Policy Program:

Prof. Kristen Stilt

Faculty Director

Date: November 23, 2020

Krusten Stitt

APPENDIX A

Animal Markets and Zoonotic Disease

Case Study Research Overview

Overview: One primary goal of our paper is to provide a sense of the diversity in types and cultural functions of markets, as well as the regulatory frameworks that govern them. We are selecting, as part of this process, a handful of countries to serve as "case studies" that capture this detail and allow for a deeper dive into the specifics of a particular country's markets. We hope these case studies, when taken together, will prove the reader a sense of how animal markets may vary from one region to the next as well as what types of regulatory schemes and policies govern markets around the globe.

Collaborators: This project is led by the Harvard Animal Law & Policy Program, New York University's Center for Environmental and Animal Protection, University of Denver's Sturm College of Law, Lewis & Clark Law School's Center for Animal Law Studies, the University of Toronto Faculty of Law, the University of Victoria Faculty of Law, and Yale Law School's Law, Ethics & Animals Program. It is funded by the Brooks Animal Studies Academic Network. Outside of North America, we will be working with collaborators across the world who will oversee the country-specific "case study" portion of the research. It is our hope that collaborators will share information and ideas amongst themselves, such that one of the lasting effects of this project will be a closer network of dedicated professionals working on One Health issues.

Scope: For the purposes of the project, we have defined the scope broadly as "the intersection between animal markets and zoonotic disease." This will include both domestic animals (livestock, pets, etc.) and wildlife (wild caught or farm-raised). It will also include both live animals, as well as lightly-processed animal parts and products, such as bushmeat. While markets are our primary focus, we are interested in both in-person markets and online markets, but also the supply chains that support each. We hope to place these markets within value chains to provide additional context. Finally, while our primary focus is viral zoonoses, we are interested in the risk of zoonoses writ large—including those that rely on bacterial, fungal, prion, and protozoan pathogens. We will address both "black swan" disease events, such as COVID-19, but also "everyday zoonoses" that may be more common and less virulent.

Timeline: Our hope is to inform regulatory discussions precipitated by the global focus on COVID-19. As a result, we hope to publish our report by the end of 2020 or beginning of 2021. In order to do this, we hope to receive completed research findings and discussion from our collaborators undertaking country-specific research by December 15th.

Parameters of the Research: We have outlined a set of questions regarding animal markets and zoonotic disease that we hope to have each collaborator answer with respect to their specific country of interest. Providing the same set of questions across collaborators will allow us some consistency from one country to the next; however, we also encourage collaborators to pose additional questions where they feel the paper would benefit from further detail or related information. These questions may address country-specific concerns or practices that are of

general relevance to the nexus between animal trade and disease. The "case study" portion of the paper will address questions that provide a general overview of the topic, background on zoonotic diseases, and description of international law and trade.

Length: Length may vary slightly from one country to the next, and one question to the next, based on the availability of information. We expect most questions to be answered in 1-3 paragraphs. Where possible, more detailed information or examples are encouraged.

Source Materials: Given the ongoing public health risks of COVID-19 as well as the tight timeline of this project, we do not expect collaborators to carry out field research. Instead, information will be drawn from existing sources such as governmental and non-governmental reports, records, news articles, legal databases, laws and regulations, as well as scientific papers. Interviews may be beneficial where available, but are not expected given the constraints mentioned above. We are interested in both qualitative and quantitative research findings, though we realize data may not be available in many countries. Where available, drawing on a wide variety of sources will enhance the value of the paper.

Relationship with Other Collaborators: We encourage you to have open communication with collaborators in other countries as well as with our project directors based in the United States. Feel free to reach out at any point with questions of any kind. If you are unsure how best to approach an issue or whether a particular subject falls within the scope of the paper, feel free to send an email or set up a time for a Zoom conference call.

Process: We would like to offer collaborators as much autonomy as possible in how to approach the research of their particular case study, as well as how to best present the findings. We will play a supporting role in this process, fielding questions, and providing a basic framework. Once the case study discussion is submitted for each country in December, we will work together with independent reviewers and other experts, along with the authors of each section, to edit the work. Ultimately, we hope to publish the paper in multiple languages to ensure the paper is broadly disseminated and widely read.

Audience: The paper is intended to reach regulators, legislative aids, interested members of the public, non-governmental organizations, and other stakeholders.

Format: Each research question will be answered in short answer format. These answers will be written in prose, though they may also include other types of information where appropriate. (See Below). Within this basic format, collaborators may address and organize the research findings as they see fit.

Additional deliverables may include where feasible:

- Flow chart of supply chains
- Geographic maps of trade routes for high-interest species
- Chart of economic beneficiaries; number of individuals involved in each part of the supply chain, etc.
- Charts explaining the structure of regulatory authority over markets where necessary

- Graphs of trends (either environmental or relating to the markets themselves) where applicable
- Other data-visualizations or figures of relevance

Style: The discussion should be written in clear prose that is not overly technical. Please don't assume background knowledge of cultural practices or country-specific regulatory structure; however, the first portion of the paper will provide a background on zoonotic disease transmission. One may assume the reader is educated but uninformed about country-specific topics of this paper.

APPENDIX B

Animal Markets and Zoonotic Disease

Case-Study Research Questions

Background Questions

- 1. What forms do animal markets take in this country? What types of goods are exchanged and how are they sold? What about these circumstances and the characteristics of the markets themselves may present a risk of zoonotic disease? (These may include handling, display, storage, and sanitation practices, for example.).
- 2. How many markets exist and where are they located?

Supply Chains

- 3. Where do these animals and animal products come from? What types of production or harvesting systems are implicated in sourcing? How are the animals captured, housed, transported, prepared, and processed?
- 4. What stakeholders are involved in the process? Who are the hunters, producers, middlemen, vendors, buyers, and consumers etc.?
- 5. How many people are involved at each of these levels/positions within the chain of production? Is this the primary source of income for each? How are the economic benefits of the markets distributed among these various levels/positions? In other words, how is the pie divided in terms of number of people and amount of profits?
- 6. What happens to animals and animal products once they leave the market? Where and to whom do they go to? For what uses?
- 7. Where are the 'pressure points' along these supply chains where we might observe increased risk of disease transmission among animals of the same species, across different animal species, and ultimately to humans? (Additionally, we might consider human-animal transference or re-transference). What steps are or may be taken to minimize the risks?

Cultural Context

- 8. Broadly speaking, what is the relationship between humans and non-human animals in the country? What dynamics and distinctions characterize these relationships? For example, what types of animals are considered "wildlife," which are considered "livestock," "pets," etc. and how are each regarded?
- 9. What cultural and economic functions do these markets serve? Are there alternatives or what might those look like? What types of patterns do we observe in these transactions on a micro and macro scale?
- 10. Why do animal markets exist in this region?

Regulatory Approach

- 11. What is the relationship between governments and markets on a national, state/provincial, or local level? Has public corruption been associated with the operation of animal markets or trade in animals and animal products?
- 12. To what extent do animal markets operate outside the law?
- 13. Who are the supporters and defenders of animal markets? Who are their detractors and competitors?
- 14. What regulations currently govern animal markets and their supply chains?
- 15. What policies have been proposed or imposed in the past to regulate these markets and their suppliers?
- 16. How effective is regulatory enforcement in this context? What are the consequences for violations?

Prospective Reform

- 17. What type of reform, if any, would be necessary to mitigate the risk of zoonotic disease arising from animal markets? What types of cultural change would be required and what might be lost in the process?
- 18. How have animal markets in this country changed as a result of the Covid-19 pandemic? What trends do you see in terms of how these markets might change or develop over the next few years?
- 19. What trends on a national or global level are driving demand and supply for animals and animal products in this region? (For example, deforestation, growing preference for meat among the middle class, instability/conflict etc.).

Memorandum of Understanding

BETWEEN

NALSAR University of Law, Hyderabad

AND

Azim Premji University, Bangalore

Dated: February 24, 2021

This Memorandum of Understanding ('MOU') is being made on February 12, 2021 by and between the following two higher education institutions:

The NALSAR University of Law, represented through Prof. (Dr.) Faizan Mustafa (Vice-Chancellor) and located at 'Justice City', Shameerpet, Medchal District, Telangana (PIN 500078);

And

The Azim Premji University, represented through Mr. Manoj P. (Registrar) and located at Bikkanahalli Main Road, Sarjapura, Karnataka (PIN 562125).

It is hereby agreed by and between the partner institutions as follows:-:

1. Objectives

'NALSAR University of Law' and 'Azim Premji University' resolve to collaborate through the periodic organisation of conferences, seminars and teacher training programmes in areas of common interest. The scope of the collaboration may also extend to the sharing of personnel and material resources for the purpose of teaching and research activities as per mutually agreed terms.

2. Scope of Work

In pursuance of the objectives stated above, the partner institutions can collaborate in the following forms:

(I) To organise an annual conference devoted to a review of significant developments in the field of Indian Constitutional Law during the previous calendar year. The schedule of the conference may be decided on a year-to-year basis after accounting for academic calendars, the availability of suitable resource-persons and logistics for holding this conference. The organisational efforts shall also involve the student editorial team of the 'Law and Other Things' Blog at NALSAR University of Law and the students and faculty of the LL.M. programme at Azim Premji University.

(II) To periodically organise thematic conferences, research-based seminars, invited lectures and teacher training programmes in areas of common interest. These programmes can also be directed at

participants from other Universities and the general public.

(III) To share personnel for the purpose of teaching courses at the undergraduate, postgraduate and doctoral level. This may ordinarily be done by engaging the chosen faculty members as 'Visiting Faculty' at the respective partner institution. Such arrangements for discharging short-term teaching responsibilities can ordinarily extend up to a semester.

(IV) To share personnel for the purpose of providing research supervision to students enrolled in postgraduate and doctoral programmes. This may ordinarily be done by appointing chosen faculty

members as 'External Supervisors' for students enrolled in the respective partner institution.

(V) To design and implement structured research projects in areas of common interest that may yield publications in the form of books, reports, scholarly articles, review essays and instructional materials among other categories.

3. Duration

This Memorandum of Understanding (MoU) shall be effective from July 1, 2021 and shall initially be valid for a period of five years, that is till June 30, 2026. After the completion of this period, the working of this MoU shall be reviewed and the partner institutions may choose to extend it for another period of five years and subsequent terms of the same length.

4. Finances

The expenditure planned during an academic year shall be presented before the appropriate authories

for prior approval, in advance of the proposed dates of the activities contemplated by this MoU. Reimbursements, based on actual expenditure, may be provided based on corroborative documentation submitted by the faculty members, staff and students involved in the organisation of the respective activities. Advance payments may only be released based on specific reasons recorded in writing and with the prior approval of the officers responsible for finances at both institutions.

5. Co-ordination Responsibilities

'NALSAR University of Law' and 'Azim Premji University' will be jointly responsible for the implementation of this MoU.

'NALSAR University of Law' designates the Director of its 'Centre for Constitutional Law, Public Policy and Good Governance' as responsible for coordinating and monitoring the activities contemplated under this MoU.

'Azim Premji University' designates the Director of its 'School of Policy and Governance' as responsible for coordinating the activities contemplated under this MoU.

At the end of every academic year, the respective faculty members holding the above-mentioned positions shall jointly prepare an annual report of the activities organised as per the terms of this MoU and this report shall be submitted to the respective Vice-Chancellors at both institutions.

For and on behalf of the NALSAR University of Law, Hyderabad. For and on behalf of the Azim Premji University, Bangalore.

Dr. Faizan Mustafa (Vice-Chancellor)



Mr. Manoj P. (Registrar)

Information and Library Network Centre

(An Autonomous Inter-University Centre of UGC)



सूचना एवं पुस्तकालय नेटवर्क केन्द्र

(विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र)

Manoj Kumar K. Scientist E (CS) INFL/Shodhganga/MoU/AC/400/2021/167

18th Aug, 2021

To

Prof. V. Balakista Reddy, Registrar, The National Academy of Legal Studies and Research (NALSAR) University of Law Hyderabad, Telangana 500101

Sub: MoU for Shodhganga-regd.

Dear Sir,

Greeting from INFLIBNET Centre. We would like to thank you for the initiative and signing the MoU to join the Shodhganga/Shodhgangotri project. Please refer to your enclosed two copies of the MoU duly signed (on 26th July, 2021) for the Shodhganga/Shodhgangotri. We appreciate your effort for promoting 'Shodhganga: which is a Repository of about 3,16,400+ Indian Electronic Theses and Dissertations'.

Enclosed please find two copies of the MoU duly signed by us 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 research scholars to submit synopses to Shodhgangotri as per the UGC Notification (Minimum Standards & Procedure for Award of M.Phil. / Ph.D Degree, Regulation dated 1st June 2009/2016). If soft copies are available, you may kindly pass on to us in CD/DVD after following latest UGC Regulations (Promotion of Academic Integrity and Prevention of Plagiarism in Higher Educational Institutions), 2018. For more details and help to upload, you may please visit http://shodhganga.inflibnet.ac.in/manual/

Kindly nominate a name for "University Coordinator (UC)" with designation, address, Email id and Mobile No. as he/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. of PhD awarded by University till date

No. of theses available in softcopy

No. of PhD Scholars in University

No. of PhD awarded in one year

• No. of PhD Submission expected in next 5 years

With regards,

Yours Sincerel

(Mano Kumar K.)

Manoj Kumar K Scientist-E (CS) INFLIBNETCentre, An Inter University Centre of UGC Infocity, Gandhinagar-382007. Gujarat . . . •

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 26 (Day) (Month) 2021 (Year) between the INFLIBNET Centre, an IUC of University Grants Commission located at Gandhinagar, hereinafter referred to as "INFLIBNET" and NASAR University (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.

WHEREAS MALAR 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 format) and building-up of digital repository and to promote, share and host its ETD in 'Shodhganga: A reservoir of Indian theses submitted to the Universities in India' and other universities in open access. 'Shodhganga' is a name coined by INFLIBNET Centre for refering to the respository of Indian Electronic Theses and Dissertations. The word "Shodh" originates from Sanskrit 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 "ShodhGangotri", 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, liabilities and commitments of the institutions involved to ensure proper system implementation, to meet the objectives pertaining to submission and access to Electronic Theses and Dissertations as envisaged by the UGC vide its Notification (Minimum Standards & Procedure for Award of M.Phil/Ph.D Degree), Regulation, 2009 dated 1st June, 2009 / amendment made on 5th May 2016.

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 'Shodhganga'/'Shodhgangotri' to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETD 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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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 guidance to the University for procurement of computer hardware and related systems for settingup 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.
- 5. 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'.
- 6. Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
- 7. 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 INFLIBNET and to the public, for matter contained in the theses that may be libelous or actionable and to both 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 theses 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 loaded content. The universities, therefore, should also keep a back-up of their theses and dissertations.

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

- 1. The University would grant non-exclusive worldwide license to the INFLIBNET Centre for hosting and distributing their theses in digital format in 'Shodhganga'/ 'Shodhgangotri' or any other server designated for this purpose.
- 2. 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 INFLIBNET.
- 3. The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
- 4. The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary infrastructure 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.
- Deputes at least one person from the university (from library field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person trained by INFLIBNET on ETD is / are deployed for the same job.
- Arranges to provide training to research scholars or users of its library and staff
 of colleges affiliated to University in creation of electronic version of theses and
 their deposition in the ETDs.
- 8. Ensures use of standard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs.
- 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.

- 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, sell 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 fulfillment 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 INFLIBNET / University will stop hosting their theses immediately while keeping the theses already deposited by the University in its archives for its users. The University shall stop using the INFLIBNET's ETD facilities and databases and return any software / hardware or digitized content provided by or through the INFLIBNET, back to INFLIBNET within the 3 months notice period.

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

Vice Chancellor / Registrar or designated authority

(Name, Signature and Seal)

REGISTRAR
NALSAR, UNIVERSITY OF LAW
Post Box No.1, 'Justice City', Shameerpet
Medchal District, Hyderabad - 500 101
Telangana, India.

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Prof J P Singh Joorel

Director

INFLIBNE

INFLIBNET Centre

An IUC of University Grants Commission

Infocity Gandhinagar - 382 007

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इनफ्लिबनेट केंद्र

शोधगंगा / शोधगंगोत्री हेतु सहमति ज्ञापन (एमओयू)

(भारत में स्थित विश्वविद्यालयों को प्रस्तुत किए जाने वाले शोध निवंध और प्रबंध का संग्रह)

यह सहमित ज्ञापन (एमओयू) इनिप्लबनेट केंद्र (गाँधीनगर स्थित विश्वविद्यालय अनुदान आयोग का एक अंतर विश्वविद्यालय केंद्र) जिसे इसमें इसके बाद इनिप्लबनेट और NALSAR UMMER (विश्वविद्यालय/मानद विश्वविद्यालय / अंतर विश्वविद्यालय केंद्र) जिसे इसमें इसके बाद विश्वविद्यालयों के रूप में संदर्भिकत किया जाएगा, जिसके मध्य केंद्र (दिन) जिल्ला महीना २०२१ (वर्ष) को सहमित-निर्मित और निष्पादित किया गया।

जविक, इनिष्लवनेट केंद्र , विश्वविद्यालय अनुदान आयोग का एक अंतर विश्वविद्यालय केंद्र है, जैसा कि अधिदेशित है, यह विश्वविद्यालयों में सृजित विद्वत्तापूर्ण सामग्री की खुली पहुँच को बढ़ावा देता है। केंद्र के पास शोध निवंधों और शोध प्रबंधों की खोज, पुनर्प्राप्ति और उपयोग की अबाध पहुंच सुनिश्चित करने वाले अंतरापृष्ठ के साथ इन शोध निबंधों और शोध प्रबंधों के इलेक्ट्रॉनिक संस्करण को होस्ट करने के लिए आवश्यक कम्प्यूटर(संगणक), सॉफ्टवेयर संरचना और तकनीकी जानकारी है।

जहाँ कि MALLAR UNIVELLE (विश्वविद्यालय / मानद विश्वविद्यालय/अंतर – विश्वविद्यालय केंद्र) ने पुराने शोध निबंधों और शोध प्रबंधों के डिजिटलीकरण (जो कम्प्यूटर मशीन के पठनीय प्रारूप में उपलब्ध नहीं है।) तथा डिजिटलसंग्रह (रेपोजिटरी) तैयार करने एवं शोधगंगा: जो कि भारत में स्थित विश्वविद्यालयों तथा अन्य विश्वविद्यालयों* में प्रस्तुत भारतीय शोध प्रबंधों तक अवाध पहुंच प्रदान करने वाला मंग्रह है, मैं अपने ई.टी.डी. को होस्ट करने, बढ़ावा देने तथा साँझा करने की प्रक्रिया में हिस्सा लेने के लिए सहमति व्यक्त की है। भारत के ऐसे शोध निबंध और शोध प्रबंध जो इलेक्ट्रॉनिक स्वरूप में हैं उनकी रिपोजिटरी को संदर्भित करने हेर्तु शोधगंगा का नामकरण, इनिक्वनेट केंद्र द्वारा किया गया हैं,शोध शब्द की व्युत्पत्ति शुद्ध धातु से बनी है एवं उत्पति संस्कृत से हुई है, जिसका अर्थ अनुसंधान, खोज, गवेषणा, परिवेक्षण, डिस्कवरी, रिसर्च, अन्वेक्षण आदि अर्थ है।गंगा भारतीय उपमहाद्वीप का पवित्र एवं सबसे लंबी नदी है, जिसके प्रति लोगों की अटूट श्रद्धा है,गंगा नदी ने प्रारंभ से ही अपनी मनमोहक छिव से लाखों लोगों को अपनी तरफ लुभावित कर आकर्षित

कियाहै,गंगा नदी भारत की अत्यंत प्राचीन संस्कृति और सभ्यता, परिवर्तनशीलता, अनवरत प्रवाह, सतत प्रेम और श्रद्धा का प्रतीक है। भारतीय विश्वविद्यालयों में प्रस्तुत शोधपक्षों के एक संग्रह के रुप में "शोधगंगा" का स्थान अत्यंत विस्तृत व महत्वपूर्ण है। भारत के अधिक से अधिक शोधकर्ता इस संग्रह में अपना महत्वपूर्ण शोध कार्य जमा करते हैं। विश्वविद्यालयों के अनुसंधानविद /अनुसंधान पर्यवेक्षकों से अनुसंधान है कि वे अनुसंधानकर्ताओं द्वारा प्रस्तुत अनुमोदित सिनोप्सिस का इलेक्ट्रॉनिक संस्करण जो कि उन्हों ने पीएचडी कार्यक्रम हेतु पंजीकृत किया है शोधगंगोत्री में जमा करें।

यह सहमित ज्ञापन, (एमओयू) विश्वविद्यालय अनुदान आयोग द्वारा जारी अधिसूचना (एमफिल/पीएचडी) डिग्री प्रदान करने हेतु न्यूनतम मानदंड और प्रक्रिया विनियम 2009 दिनांक 1 जून, 2009 /5 मई, 2016 को किया गया संशोधन, में निहित शर्तों के अधीन, संस्थान के उत्तरदायित्यों, देयताओं तथा वचनबद्धताओं को परिभाषित करता है, जिसके अंतर्गत उचित व्यवस्था के कार्यान्वयन को सुनिश्चित करना, इसमें शामिल संस्थानों की प्रतिबद्धता तथा इलेक्ट्रॉनिक शोध एवं शोध प्रबंध को प्रस्तुत करने और उपयोग करने से संबंधित उद्देश्य को पूरा करना शामिल है।

इस परिप्रेक्ष्य में अब इनिफलबनेट और विश्वविद्यालय/ संस्थान निम्नलिखित शर्तों के अनुसार आपस में यह सहमती करते हैं।

इनिफ्लबनेट केंद्र

- 1. इनिफ्लबनेट केंद्र विश्वविद्यालय को सॉफ्टवेयर अंतरापृष्ठ सिक्रिय करने तथा विद्यार्थियों द्वारा मेटाडेटा सृजित करने व शोध निबंध व शोध प्रबंध अपलोड करने के उद्देश्य को पूरा करने हेतु शोधगंगा / शोधगंगोत्री में ई.टी.डी. होस्टिंग सर्वर की सुगमता प्रदान करेगा । इनिफ्लबनेट डेटा को अक्षुण्ण और उपयोगी बनाए रखने की जिम्मेदारी लेगा तथा इसके नुकसान से वचने के लिए डेटा का बैकअप रखेगा । इनिफ्लबनेट डिजिटल संरक्षण संबंधी उपकरण व तकनीक का संस्थापन करेगा ताकि डिजिटल फॉर्मेट में विद्वत्तापूर्ण सामग्री की अनवरत सुगमता में सुनिश्चित हो सके तथा माध्यम की विफलता के साथ-साथ, भौतिक हानि व अप्रचलन से भी इनकी संरक्षा करेगा ।
- 2. यूजीसी अधिनियम की धारा 12(B) और 2(f) के तहत् विश्वविद्यालयों को वित्तीय सहायता का विस्तार करने के लिए यूजीसी को सिफारीश करेगा ताकि कम्प्यूटरीकृत मशीन पर पठनीय

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प्रारूप में अनुपलब्ध शोध प्रवंध और शोध निवंध का डिजीटलीकरण किया जा सके और / या ई.टी.डी. के निर्माण के लिए उपयुक्त कम्प्यूटर प्रणाली / आधारभूत संरचना की अधिप्राप्ति और संस्थापन किया जा सके।

- ई.टी.डी. की स्थापना हेतु कम्प्यूटर हार्डवेयर और संवंधीत प्रणालियों की खरीद के लिए सिस्टम विनिर्देशों और तकनीकी मार्गदर्शन प्रदान करेगा।
- 4. पूर्व में विश्वविद्यालय को प्रस्तुत पीएचडी शोध तथा साथ ही साथ कम्प्यूटरीकृत मशीन पठनीय फॉर्मेट में जो शोध उपलब्ध न हो उनके डिजिटलीकरण के लिए दिशा-निर्देश, तकनीकी मानदंड और विनिर्देश तय करना।
- 5. मुख्यत: शोधगंगा पर ई.टी.डी. के डिजिटल संग्रह के सृजन, अद्यतनव कम्प्यूटरीकृत प्रचालन के संबंध में विश्वविद्यालय (पुस्तकालय के क्षेत्र तथा / अथवा कम्प्यूटर के क्षेत्र) से संवंधीत कम से कम एक व्यक्ति को प्रशिक्षण प्रदान करना।
- संभिवत साहित्यिक चोरी हेतु शोध का मूल्यांकन करने के लिए एक साहित्यिक चोरी विरोधी सॉफ्टवेयर की सेवाएं प्रदान करना।
- 7. विवादास्पद स्वरूप की किसी भी सामग्री को होस्ट करने अथवा प्रतिलिप्याधिकार के उल्लंघन से संबंधित किसी भी सामग्री को इनिफ्लबनेट होस्ट करने से उनकार कर सकता है।
- 8. इनिफ्लबनेट की अस्वीकृति के इस अधिकार के वावजूद विश्वविद्यालय / शोध अध्येता इनिफ्लबनेट और जनता दोनों के प्रति उनके शोध-प्रबंध की सामग्री के मानहानिकारक होने या वाद-योग्य होने या फिर शोध-अधेय्ता द्वारा इनिफ्लबनेट और प्रतिलिप्याधिकार स्वामी दोनों के प्रति प्रतिलिप्याधिकार अतिलंघन दायित्वों से मुक्त नहीं होते।
- 9. इनल्फिबनेट केंद्र उत्तरदायी नहीं होगा। (i) त्रुटियों, चूक, गलतियाँ और सामग्री की गुणवत्ता या गलत जानकारी से उपयोगकर्ता या किसी तीसरे पक्ष को होनेवाले किसी भी नुकसान के लिए (ii) प्राकृतिक आपदाओं सिहत किसी अप्रत्याशित घटना के संदर्भ में अपलोड की गई सामग्री की सुरक्षा और पुन:लेखन के लिए; और (iii) शोध प्रबंध के मुद्रित संस्करण के लिए।
- 10. विश्वविद्यालयों द्वारा डिग्री प्रदान करने से पूर्व साहित्यिक चोरी का पता लगाने लिए उपयोग करने हेतु इनिपलबनेट केंद्र साहित्यिक चोरी के सॉफ्टवेयर की सिफारिश करेगा या उपलब्ध कराएगा।
- 11. इनिष्लबनेट केंद्र शोध निवंधों और शोध प्रबंधों की सामग्री की प्रतिकृति विभिन्न सर्वर और अन्य सहायक संग्रहण मीडिया पर रखता है। हालांकि, इनिष्लबनेट केंद्र, लोडेड सामग्री के

- पुन:लेखन या पूर्तिकर व्यवस्था बनाने की जिम्मेदारी नहीं लेता है। इसलिए, विश्वविद्यालयों को भी अपने शोध निबंधों व शोध प्रबंधो की पूर्तिकर व्यवस्था रखनी चाहिए।
- 12. डॉक्टोरल कार्यक्रम के अंतर्गत विद्यार्थियों के पंजीकरण हेतु उनके द्वारा विश्वविद्यालयों को प्रस्तुत शोध प्रसंग की अनुमोदित सार संक्षेप को होस्ट करने हेतु इनिपलवनेट केंद्र एक संग्रह का भी अनुरक्षण करता है, जिसे 'शोधगंगोत्री'कहते हैं। शोध छात्रों / उनके पर्यवेक्षकों को अनुमोदित सार संक्षेप (सिनॉप्सिस) / शोध प्रस्ताव को प्रस्तुत करने तथा संग्रह के माध्यम से उनके शोध प्रस्ताव की प्राथमिकता को दर्ज के लिए प्रोत्साहित किया जाता है।

॥ विश्वविद्यालय

- 1. विश्वविद्यालय, इस कार्य हेतु शोधगंगा / शोधगंगोत्री अथवा किसी अन्य सर्वर में शोध को डिजिटल फॉर्मेंट में होस्ट करने व वितरित करने हेतु इनिष्लबनेट को विश्वव्यापी अनेकांकित अनुज्ञापित प्रदान करेगा।
- 2. विश्वविद्यालय, उनके शोधकर्ता विद्वान सभी शोध निबंधों को पारस्परिक सहमति आधारित मशीन-पठनीय फाइल में शोधगंगा / शोधगंगोत्री सर्वर पर अपलोड करने की सहमति देंगे।
- विश्वविद्यालय, मूल शोध में निहित चूक व त्रुटि के लिए इनिफ्लबनेट केंद्र को जिम्मेदार नहीं ठहराएगा।
- 4. विश्वविद्यालय, प्रस्तुत शोध निवंधों व शोध प्रबंध तथा ग्रंथ सूची रिकॉर्ड को डिजिटलीकृत करने के लिए वचनबद्ध होगा तथा साथ ही यह ई.टी.डी. के संचालन के लिए जनशक्ति सहित वुनियादी ढाँचा प्रदान करेगा।
- 5. विश्वविद्यालय, डिजिटलीकरण सहित ई.टी.डी. के कार्यान्वयन हेतु इनिफ्लबनेट की सिफारिश पर विश्वविद्यालय अनुदान आयोग द्वारा प्रदत्त सहायता का उपयोग करने के लिए प्रतिबद्ध है।
- 6. इनिफ्लबनेट द्वारा आयोजित ई.टी.डी. के कार्यान्वयन पर प्रशिक्षण लेने के लिए विश्वविद्यालय (पुस्तकालय क्षेत्र या कम्प्यूटर क्षेत्र से) के कम से कम एक व्यक्ति को प्रतिनियुक्त करेगा और सुनिश्चित करेगा कि इनिफ्लबनेट द्वारा ई.टी.डी. हेतु प्रशिक्षित व्यक्ति उसी कार्य हेतु अभिनियोजित है।
- 7. यह शोध निबंधों के इलेक्ट्रॉनिक संस्करण के सृजन व ई.टी.डी. में उनके अभिसाक्ष्य के संबंध में विश्वविद्यालय से संबंध कॉलेजों के कर्मियों व अनुसंधानकर्ताओं अथवा पुस्तकालय के प्रयोक्ताओं को प्रशिक्षण प्रदान करने की व्यवस्था करेगा।

- 8. अपने ई.टी.डी. में संस्थापन / विकास / प्रचालन हेतु इनिफलबनेट द्वारा मुझाए गए मानक सॉफ्टवेयर और मेटाडेटा स्कीमों का उपयोग सुनिश्चित करेगा।
- 9. विश्वविद्यालय समय-समय पर सभी शोध निबंधों और शोध प्रवंधों के ग्रंघ सूची संबंधी अभिलेख वनायेगा और इन अभिलेखों को इनिएलबनेट यूनियन कैटलॉग (Indcat) में शामिल करने के लिए योगदान देगा।
- 10. विश्वविद्यालय ई.टी.डी. संसाधन / डेटावेस को इनिफलवनेट केंद्र व अन्य विश्वविद्यालयों के साथ सांझा करने के लिए वचनबद्ध होगा।
- 11. विश्वविद्यालय अपने ई.टी.डी. को इनिफलविनेट सेन्टर में स्थापित 'शोधगंगाया अन्य सर्वर' पर डिजिटल संग्रह में होस्ट करने के लिए समंहत होगा और केंद्र को संपूर्ण शोध निबंध का इलेक्ट्रॉनिक संस्करण बनाने (वे शोधपत्र जो डिजिटल हों और साथ ही वे जो स्कैनर्स या डिजिटल कैमरों का उपयोग करके डिजिटल किये हैं) के लिए अबाधित पहुँच ई.टी.डी. के माध्यम से अनेकांकित अनुजापित प्रदान करेगा।
- 12. विश्वविद्यालय यूजीसी द्वारा दी गयी धनराशि के उपयोग से तैयार किए गए शोधप्रबंधों के डिजिटल संस्करण का प्रयोग से किसी भी वाणिज्यिक उद्देश्यों के लिए नहीं करेगा। विश्वविद्यालय किसी भी अन्य पक्ष (व्यक्ति, संस्था, संगठन आदि) को इनिपलबनेट के सिस्टम / सॉफ्टवेयर या ई.टी.डी. डेटावेस, शोधगंगा या इसके किसी भी हिस्से को किराये पर, विक्रय या इसके प्रयोग हेतु अनुज्ञापित या वितरित या जारी या इसके किसी हिस्से पर किसी और के साथ अधिकार सांझा नहीं करेगा।
- -13. यदि ई.टी.डी. के कार्यान्वयन संबंधी परियोजना को पूरा करने के लिए और अधिक संशाधनों अथवा निधि की आवश्यकता होगी, तो इस स्थिति में विश्वविद्यालय इस परियोजना को पूरा करने के लिए अपनी स्वयं की निधि अथवा अनुदान का उपयोग करने हेतु वचनबद्ध होगा।
 - 14. विश्वविद्यालय, इनिफ्लबनेट द्वारा अनुशासित साहित्यिक चोरी पता करने के सॉफ्टवेयर का उपयोग करेगा और शोध उपाधि प्रदान किए जाने से पूर्व साहित्यिक चोरी के लिए छात्र द्वारा प्रस्तुत किए गए शोध प्रबंध का परीक्षण करने के लिए इसे उपलब्ध करायेगा । अगर विश्वविद्यालय इस सॉफ्टवेयर की सदस्यता नहीं ले रहा है तो वह किसी भी अन्य नजदीकी क्षेत्रीय केंद्र पर उपलब्ध सॉफ्टवेयर का उपयोग करेगा।
- 15. विश्वविद्यालय शोध अध्येताओं / शोध पर्यवेक्षकों को एक बार पीएचडी पंजीकृत हो जाने के उपरांत शोधगंगोत्री पर अपने अनुमोदित अनुमंधान प्रस्तावों / अनुमोदित शोध सार संक्षेपों को होस्ट करने के लिए प्रोत्साहित करेगा।

J. J.

समापन

इस सहमित ज्ञापन के दायित्वों व शर्तों के उल्लंघन के मामले में किसी भी समय दोनों पक्षों द्वारा इस सहमित ज्ञापन को रद्द करने का अधिकार होगा एवं हस्ताक्षरित सहमित ज्ञापन को दोनों पक्षों द्वारा किसी भी समय 90 दिन की लिखित सूचना पर रद्द किया जा सकता है। इस सहमित की समाप्ति के उपरांत इनिष्लवनेट / विश्वविद्यालय तत्काल प्रभाव से अपने शोध प्रबंधों को होस्ट करना रोक देंगे हालांकि पहले से ही जमा किए गए शोध-प्रबंधों को विश्वविद्यालय अपने अभिलेखागार में अपने उपयोगकर्ताओं के उपयोग के लिए सुरक्षित रखेगा। विश्वविद्यालय को इनिष्लबनेट द्वारा प्रदान की जा रही ई.टी.डी. सुविधा और डेटावेसों का उपयोग बंद करना होगा। नोटिस अविध के तीन महीनों के अंदर इनिष्लबनेट के किसी भी सॉफ्टवेयर / हार्डवेयर या उसके माध्यम से डिजिटलीकृत की गई सामग्री को इनिष्लबनेट को पुन: वापस करना होगा।

जिसके साक्षी रूप में, पक्षों ने उल्लेखिंत दिनांक को इस सहमति ज्ञापन को निष्पादित किया।

विश्वविद्यालय

कुलपर्ति । कुलसचिवे या नामित प्राधिकारी

(नाम, हस्ताक्षर और मुहर)

REGISTRAR
NALSAR, UNIVERSITY OF LAW
Post Box No.1, 'Justice City', Shameerpet
Medchal District, Hyderabad - 500 101
Telangana, India.

इनिफेलबनेट

प्रो जे परिसिंह जूरैल

निदेशक

इनिफ्लबनेट केंद्र

विश्वविद्यालय अनुदान आयोग के अंतर विश्वविद्यालय केंद्र इन्फोसिटी गांधीनगर – 382 007

Memorandum of Understanding Between



NALSAR University of Law, Hyderabad

Justice City, Shameerpet, Medchal Dist., Telangana - 500101

and



Taxmann Publications Private Ltd.

21/35, West Punjabi Bagh, New Delhi 110026

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MEMORANDUM OF UNDERSTANDING

Between

NALSAR University of Law, Hyderabad and Taxmann Publications Pvt. Ltd.

1. Description of both the Institutions:

The National Academy of Legal Studies and Research (NALSAR) University of Law, Hyderabad was established in 1998 by Act 34 of 1998. inception, the University has been home to vital conversations on law and justice. NALSAR University of Law is one of the premier Law Universities of the country and has been consistently ranked as a top-tier Law University of India. NALSAR University of Law is approved by the Bar Council of India and University Grants Commission. It has been graded as Category-I University by the UGC as per the UGC Categorization of Universities (only) for Grant of Graded Autonomy Regulations, 2018. NALSAR has been accredited by NAAC with 'A' grade (A++ grade as per new grading system) with 3.60 CGPA out of 4.00 which is the highest score among all the National Law Universities. NALSAR has pioneered legal research and has been at the forefront of introducing innovations in legal education throughout India. In furtherance of its research objectives and goals of nurturing and advancing inter-disciplinary and intra-disciplinary study of law, the University has established numerous research centres in several niche areas. The University has emerged as a top destination for legal education and cutting edge research.

Taxmann Publications Pvt. Ltd. is private company incorporated under the Companies Act, 1956 having domain knowledge of more than six decades in the areas of Tax and Corporate Law. TAXMANN is the leading publisher of tax and company law. It is also houses a strong editorial and research team comprising of chartered accountants, company secretaries, lawyers, professionals and practitioners. TAXMANN remains the most trusted source and data base for tax and company law and offers a stellar bouquet of up-to-date academic and professional publications. TAXMANN has carved its niche as a publishing house that which is perfect blend of research and information, highly reliable and accessible to its audiences ranging from students to professionals.

2. Preamble and Objectives

The globalized world order and phenomenal rise of cross-border business transactions have led to unprecedented developments in tax laws. Consequently, study of domestic taxation laws and policies and international taxation dimensions

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assumes criticality in comprehending commercial realities and appreciating its implications on domestic and international developments. Whereas tax laws demand strong theoretical foundations and technical prowess, it is also crucial to appreciate tax laws and policies in interaction with each other and that with other disciplines. However, it needs to be underscored that a comprehensive understanding of the subject requires dovetailing academic and professional expertise. It is in furtherance of this wholesome understanding that Center for Tax Laws (CTL) at NALSAR engages in extensive and intensive research and study of tax law issues. CTL endeavours to offer critical thinking and develop a legal scholarship that appreciates the intra-disciplinary and inter-disciplinary dimensions of tax laws in tandem with commercial world realities and problems in their totality.

TAXMANN is the leading publisher of tax laws and company law in India whose expertise and commitment in tax laws remains unmatched by any other in the field. With its solid editorial and research team, TAXMANN is a throbbing community of authors, practitioners and researchers who have inspired and catered to students and practitioners alike for over six decades.

The Parties inherently share an area of mutual interest in engaging in extensive and intensive research, deliberation and dissemination of tax laws. Together NALSAR and TAXMANN can nurture knowledge creation and tax scholarship in the country and foster a culture of research and writing in tax laws, policy and practice. The collaboration between NALSAR and TAXMANN will facilitate, promote and create a non-hierarchical, collaborative, decentralized network of academia, researchers, professionals, students, industry and government. In recognition of the existing synergies TAXMANN and NALSAR agree to consolidate their respective strengths to the attainment of their common objectives.

3. Strategic Collaboration (Objectives, Scope and Outcome)

3.1. NALSAR and TAXMANN under this MOU, shall collaborate towards:

- a) Encouraging and supporting activities of the Centre for Tax Laws, NALSAR.
- b) Undertaking Research and Development, knowledge creation and publications in laws and policy relating to Direct Tax, Indirect Tax, International Taxation and Transfer Pricing.
- c) Publishing one Annual Journal
- d) Organising and conducting National level Moot Court Competitions, Essay Competitions, Seminars and Conferences in tax laws.
- e) Conducting an annual Endowment Lecture Series.
- f) Offering Master's Programmes 2-Year M.A. (Corporate Taxation) and 2 Year M.A. (International Taxation) in Open and Distance Learning mode.
- g) Offering of One Year Advanced Diploma Programme in Corporate Taxation and in other relevant areas Corporate and Tax Laws in Open and Distance Learning mode.

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- h) Offering Certificate and Diploma Programmes in the relevant areas
- i) Conducting Faculty Development Programmes (FDP) and holding Training programmes and capacity building workshops on tax laws
- j) Creating opportunities' for conceptualizing and conducting doctoral/postdoctoral and Fellowship Programs for the current and future tax scholars.
- k) Any other relevant activities of mutual interest of NALSAR and TAXMANN.

Each distinct collaboration program or activity, other than the M.A (International Taxation); M.A(Corporate Taxation) and One Year Advanced Diploma in Corporate Taxation shall be described in a separate Activity Agreement drawn up jointly and signed by the authorized signatories of each party. Such agreements shall specify all terms and conditions associated with the activity. The Parties understand that each Activity Agreement may have different circumstances with respect to the personnel. types of activities, intellectual property and other deliverables that either Party may be required to contribute and may accordingly agree as per those agreements.

4. Administration

- 4.1. The Authorized signatories of both NALSAR and TAXMANN shall manage this Memorandum of Understanding and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submission of regular reports on the implementation of this Memorandum of Understanding. Any activity proposed that does not fit into the general terms of this Memorandum of Understanding will be formally incorporated as an addendum to this Memorandum of Understanding, provided the addendum is agreeable to and signed by both the parties.
- 4.2. For the purpose of facilitating the day-to-day implementation of this MoU, NALSAR and TAXMANN agree to have regular communications and correspondence.
- NALSAR and TAXMANN shall appoint "Coordinators" in their respective offices in Hyderabad who shall be responsible for coordinating all 4.3. communications and directing the implementation of the MoU and are responsible for smooth and effective functioning of the programs or activities under taken jointly.

5. Responsibilities of the parties

NALSAR and TAXMANN will identify the experts to draft the syllabus, 5.1. prepare the Self Learning Materials (Reading Materials) and arrange for the experts for delivering lectures during the Personal Contact Programmes for the M.A. (Corporate Taxation); M.A. (International

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Taxation) and One Year Advanced Diploma in Corporate Taxation. NALSAR and TAXMANN may give publicity as required. Any press release, publicity or other promotional activity issued or engaged in by either party regarding this MoU shall be reviewed and approved in writing by the other party prior to release. Such approval shall not be unreasonably withheld or delayed.

- 5.2. In addition, NALSAR will undertake the following responsibilities:
 - a) Advertising the Programmes / Courses offered along with other programmes offered through the Directorate of Distance Education, NALSAR
 - b) Coordinating the admission process
 - c) Distribution of the Self Learning Material
 - d) Conducting the contact classes (online / physical) and conducting the examinations
 - e) Setting of question papers and evaluation for the courses
 - f) Maintaining the database and the records of the enrolled candidates
 - g) Award of Degree of 2-Year M.A. (Corporate Taxation); and 2-Year M.A. (International Taxation) to the eligible candidates strictly as per the norms of the NALSAR.
 - h) Award of Advanced Diploma in Corporate Taxation to the eligible candidates strictly as per the norms of the NALSAR.
 - i) Any other cooperation required in this regard for the conduct of the Programmes offered or activities undertaken under this MoU.
- 5.3. Further TAXMANN will undertake the following responsibilities:
 - a) Advertising the programmes / courses offered under the MoU at their own cost;
 - b) Preparation, updation and printing of Self Learning Material (Reading Material) for all the subjects of all the programmes offered under this MoU as per the guidelines prescribed by the UGC for such Self Learning Material and by the experts identified by Taxmann in consultation with NALSAR. The cost of the aforesaid preparation, updation and printing of study material shall be borne by Taxmann;

Provided that the cost of printing of the reading material for the FIRST BATCH of students will be borne by NALSAR from out of the fee collected, in case the enrollments are less than 100.

- c) Identifying the experts for delivering lectures and for setting of question papers and for evaluation;
- d) Providing 70% discount on the subscription price for all Taxmann eresources to the NALSAR Faculty and all the students of NALSAR during the 3rd, 4th and 5th year of the MoU;

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FOR TAXMANN PUBLICATIONS PUT. LTD.

Page 5 of 9

Director

e) Any other cooperation required in this regard for the conduct of the Programmes offered or activities undertaken under this MoU.

6. Financial Provisions

- 6.1. The fees paid by the students shall go to the NALSAR account for meeting all the expenditure related to the course other than the preparation/updation and printing of the Self Learning Materials.
- 6.2. NALSAR will incur all the expenditure relating to Conduct of Classes, Conduct of Examinations, Award of Degree / Diploma / Certificates etc. from and out of the course fee received from the students.
- 6.3. The surplus amount after meeting all the expenses incurred by NALSAR for the programmes offered under this MoU will be shared by NALSAR and TAXMANN in the ratio of 70:30 respectively.

7. Duration

- 7.1. The MoU shall be effective and comes into force upon signature of the authorized signatories of both the parties.
- 7.2. The MoU shall be valid for a period of five years which can be further extended by mutual consultation and agreement from time to time for the specified duration.
- 7.3. Any changes to the MoU are to be mutually agreed to by TAXMANN and NALSAR and executed in writing.

8. Termination / Break down of MoU

- 8.1 Either party may terminate this Memorandum of Understanding by written notification signed by the appropriate official of the either parties initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.
- 8.2 In the event of a break down due to disagreement etc., the expenditure incurred by the parties would remain on a 'As is where is' condition. This would be decided on a project by project basis.
- 8.3 In case of termination of the MoU, the students in the pipe line have to be serviced and they should be allowed to continue till the end of that course.

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9. Confidentiality

During the term of this MoU, each party may disclose to the other its confidential information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is:

- a) Previously known to the receiving party at the time of disclosure,
- b) Independently developed by the receiving party without reference to confidential information of the disclosing party,
- c) Disclosed to the receiving party by a third party without an obligation of confidentiality,
- d) Already in or subsequently comes into the public domain (other than as a result of a breach of this MoU),
- e) Required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such confidential information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MoU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

10. Jurisdiction

The law of Republic of India shall govern this MoU. Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation prior to the use of any judicial remedy before the appropriate forum. Both parties irrevocably submit to the exclusive jurisdiction of the courts at Hyderabad for any action or proceeding.

11. Intellectual Property Rights:

Copyright of the study material developed by Taxmann shall be the sole property of Taxmann.

12. Undertaking by NALSAR and TAXMANN:

12.1 The parties hereby undertake to work closely and cooperate in the implementation of this Memorandum of Understanding and resolve disputes if any arising between them in relation to this Memorandum of Understanding by amicable means.

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Page **7** of **9**

Director

- 12.2 The parties to this Memorandum of Understanding or their authorized representatives acknowledge having read and understood Memorandum of Understanding and agree to be bound by its terms and conditions.
- 12.3 TAXMANN hereby undertake that it shall not offer the same course and the same course design/modules offered in 2-Year M.A. (Corporate Taxation) and 2 -Year M.A. (International Taxation) and One Year Advanced Diploma in Corporate Taxation with jointly with NALSAR with any other entity during the term of the MoU. However, Taxmann shall be free to do educational courses in International Taxation and Corporate Taxation with other entities/institutions
- 12.4 TAXMANN hereby undertake to endow Rs. 5 lakhs to the Center for Tax Laws, NALSAR for the conduct of Moot Court Competitions, Essay Competitions, Endowment Lecture Series and Seminars / Conferences. All activities to be conducted by NALSAR shall be subject to the availability of funds and institutional feasibility. Center for Tax Laws at NALSAR shall be named 'Center for Tax Laws' (supported by TAXMANN)' during the period of this Memorandum of Understanding. The Parties to this Memorandum of Understanding shall mutually settle the activities to be undertaken at the commencement of each academic year and upon such consensus, conduct the activity. Unspent amount, if any, from the aforementioned endowment shall be carried forward to the next academic year for the conduct of activities of the Center for Tax Laws, NALSAR in that academic year.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below:

On behalf of NALSAR

Prof. Faizan Mustafa Vice-Chancellor NALSAR

Date: 18/08/2021
Place: Hydenabad

On behalf of TAXMANN FOR TAXMANN PUBLICATIONS PVT. LTL.

Mr. Prateek Bhargava

Director

Director/

Taxmann Publications Pvt. Ltd.

18/08/2021

Place: New Delhi

Page 8 of 9

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Witness:	Witness:
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Name & Designation: PXK.V.Rolokinf R. Registra NALS/	de Dy hound manager
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2. Bullen	2. Juan (Prasoun Tiwari)
Name & Designation: K. M. Llum'	Dam- Content Development
Asst. Regimon	- 1

For TAXMANN PUBLICATIONS PVT. LTD.

Director



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MEMORANDUM OF UNDERSTANDING BETWEEN SUVEEKSHA EDUSKILLS LIMITED &NALSAR UNIVERSITY OF LAW

This Memorandum of Understanding (MOU) is entered into as of 11 September, 2021 by and between Suveeksha Eduskills Limited having its registered office located at Unit No. 1007, 10th Floor, KLJ Tower, Netaji Subhash Place, Pitampura North-West Delhi, 110034, India and NALSAR University of Law having its Shamirpet, Medchal, Hyderabad 500 101, Telangana, both of whom agree to be bound by this MoU.

Suveeksha Eduskills Limited is an EdTech company that is designing premium and high-end courses for higher education and is engaged in the business to set up design and develop skill development curriculum for the vocational courses.

The National Academy of Legal Studies and Research (NALSAR) University of Law, Hyderabad was established in 1998 by Act 34 of 1998. NALSAR University of Law is one of the premier Law Universities of the country and has been consistently ranked as a top-tier Law University of India. NALSAR University of Law has been graded as Category-I University by the UGC as per the UGC Categorization of Universities (only) for Grant of Graded Autonomy Regulations, 2018. NALSAR has been accredited by NAAC with 'A' grade (A++ grade as per new grading system) with 3.60 CGPA out of 4.00 which is the highest score among all the National Law Universities. NALSAR has pioneered legal research and has been at the forefront of introducing innovations in legal education throughout India. The University has emerged as a top destination for legal education and cutting-edge research.



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To implement the New Education Policy-2020, Suveeksha Eduskills Limited and NALSAR University of Law have mutually agreed to promote courses as mentioned in succeeding paragraphs.

1. Certificate Courses in Law & Allied subjects

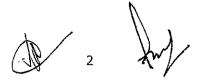
Suveeksha Eduskills Limited, in consultation with NALSAR University of Law, would curate and design online and offline certificate courses in law, building specialization vis-à-vis specific laws, as mutually decided from time to time. The course would be aimed at equipping the young lawyers, law students and working professionals from relevant areas with the theoretical knowledge and practical application of the subject.

2. Faculty and Resource Persons

Suveeksha Eduskills Limited and NALSAR University of Law would mutually decide upon the faculty and resource persons for the delivery of the courses. The faculty would be drawn from amongst:

- a. Academics and Professors from Law Departments, Schools and Universities
- b. Leading practitioners of Law and legal experts from the industry
- c. Eminent jurist

NALSAR University of Law will provide a Course Director for coordination and delivery of each course.



The courses would be designed in the online format, on a case-to-case basis by Suveeksha Eduskills Limited in consultation with NALSAR. They would have a select mix of the following models:

- a. Online synchronous and asynchronous classes
- b. Webinars/ seminars with leaders and high ranking professionals
- c. Internship with leaders
- d. Learning from the Legends

Suveeksha will be responsible for providing the required online Learning Management System for all the courses.

4. Program Fee

The fee for all the courses shall be decided on a case-to-case basis jointly by both the parties.

5. Joint Collaboration

The Certificate Courses in Law to be offered under this MoU shall be joint courses of Suveeksha and NALSAR and they shall be publicized or named as NALSAR and Suveeksha Eduskills Course.

6. Suveeksha Eduskills Limited shall be responsible for:

- a. Design and delivery of the course
- b. Promotion of the courses
- c. Provision and Management of Learning Management System
- d. All expenses related to the course

7. NALSAR University of Law shall be responsible for:

a. Providing access to leading names from legal fraternity and academics.





- b. Promote and market the course within its network and social media platforms
- c. Consent for joint certificate in the name of NALSAR University of Law - Suveeksha Eduskills Course, along with any other partner, if any. Provided that before launching the course itself Suveeksha Eduskills takes the consent from NALSAR for offering of the said Certificate Course in collaboration with other Institution / Organization.
- d. Broadcast or post the webinars on its social media handles, on a case-to-case basis.

8. Financial Provisions

- a. The fee paid by the candidates shall go to Suveeksha Eduskills Limited.
- b. Suveeksha Eduskills shall incur all the expenditure relating to the publicity, designing the course, delivery, LMS, and online infrastructure, honorarium to resource persons and all other incidental expenses for offering of the said Certificate Courses.
- c. The revenue sharing for the Certificate Courses offered under this MoU shall be as follows:
 - i. NALSAR University of Law: 35% of the Course Fee collected, after deducting GST and applied taxes.
 - ii. Suveeksha Eduskills Limited: 65% of the Course Fee collected,after deducting GST and applied taxes.
- d. Suveeksha Eduskills Limited should remit the share of NALSAR to NALSAR University's Bank Account within the two weeks after the closure of the enrollment or before the completion of the course, whichever is earlier along with the list of the candidates enrolled.



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9. Liability

Neither party shall be liable to the other party for any loss or damage arising by reason of its failure to perform work on time. Notwithstanding any other provision herein, the parties agree that neither party shall be liable to the other PARTY for any claims, actions or demands arising from any consequential, indirect or special damages including but not limited to loss of business profits, anticipatory profits, business interruption or loss of business information.

10.Intellectual Property

The intellectual property rights of the courses developed as per the arrangement of this Agreement shall rest with Suveeksha Eduskills Limited.

11. Miscellaneous

a) Dispute Resolution between the Parties: If any dispute arises out of this contract between the parties, then the parties shall resolve that dispute through negotiations and in good faith. In case the dispute remains unresolved, the same shall be resolved by way of Arbitration through Sole Arbitrator, to be appointed with mutual agreement. All claims, differences, validity, performances and all matters related to the effect of this contract hereto shall be governed by the relevant laws of India and the Courts at Delhi shall have sole jurisdiction with regard to any dispute pertaining to aforesaid matter subject to the provisions of applicable law in force.





- b) Use of Name: Each Party and its employees, agents and representatives will not, without the other Party's prior written consent in each instance, use in advertising, publicity or other promotional endeavour, the name of such Party or any of such Party's affiliates, or any officer or employee of such Party, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof used by such Party or its affiliates; or represent, directly or indirectly, that any product or service provided by a Party has been approved or endorsed by the other Party, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective clients.
- c) Governing Law: This Agreement, its subject matter and the parties' respective rights and obligations hereunder shall be governed by and construed in accordance with the laws of India.
- d) Authority: Both companies have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement.

12. Terms and Termination

The term of this Agreement shall commence on the Effective Date and shall continue in full force and until 31st March 2025 until terminated by ninety (90) days' written notice by either party. The contract can be renewed for further terms subject to mutual acceptance of the parties.





Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

In the case of termination of this Agreement, it shall be mandatorily incumbent on both the parties to ensure that the on-going courses at the time of termination of the agreement shall be completed; and the termination of the agreement shall come into force only after the completion of such courses.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

For Suveeksha Eduskills Limited

For NALSAR University of Law

Name: Neelu Vyas

Head, Public Policy

Signature:

Signature

Date:

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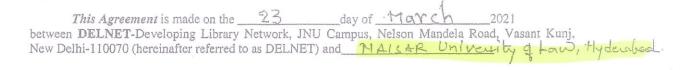
09/2021

Name: Prof. FAIZAN MUSTAFA

Vice-Chancellor, NALSAR



DELNET MOU (IM 11:2021)



(with full address)

(Hereinafter referred to as the 'Institutional Member')

Whereas DELNET has agreed to grant non-exclusive license to the Institutional Member to use DELNET's Archives and Services, Union Catalogues and other databases online, provide technical guidance in database creation and networking and deliver to the Institutional Member from time to time any computer programmes and to grant a non-exclusive license to use such programmes and their associated documents on the terms and conditions hereinafter contained:

Whereas the Institutional Member has its library located at Shamiviel and has agreed to become a member of DELNET to use DELNET archives and services at this location only and promote and share its library resources with other institutional members of DELNET:

Now it is hereby agreed as follows:

The Institutional Member shall:

- Use the DELNET databases for furthering its own research programmes and providing information to its users and Institutional Members of DELNET.
- 2. Use the software arranged by or through DELNET, if desired by the Institutional Member, on the machine owned by the Institutional Member at the above location.
- 3. Create records using international standards as adopted by DELNET from time to time (DELNET is recommending the creation of records using MARC, AACR II, the Library of Congress Subject Headings List and specialised thesauri, but libraries that have used other standards can still join DELNET and upgrade their records in due course of time).
- 4. Contribute the records of all items created by the Institutional Member to the Central Union Catalogues, Union Lists, etc. maintained by DELNET. The copyright of records created by the Institutional Member in its own machine will rest in the Institutional Member, but the copyright of the Central Union Catalogues shall rest in DELNET.
- 5. Pay an initial registration fee of Rs.5,000 + 18% GST to DELNET towards its Corpus Fund.
- 6. Pay Annual Membership Fee to DELNET for the use of its online resources and services at rates set by DELNET annually in advance on or before 1st April or the date of expiry of membership. (If membership dues for the applicable membership year are not received on or before the date of expiry of the current membership, a grace period of one month will be given, after which services will be temporarily suspended. The services will be started immediately after the receipt of annual payment within the following year. If the annual membership fee is not paid within one year of the date of expiry, the membership will stand cancelled. If the institution wants to use DELNET services again, the institutions will have to apply afresh and pay admission fee and annual membership fee payable by an Institutional Member at present is Rs.11,500 + 18% GST).
- 7. Pay all fees charges within thirty days from the date of DELNET invoice. The Institutional Member shall pay interest on all amounts not paid on the due date at the rate of 10% from the date of invoice to the date of payment.



DELNET

Daveloping Library Network

J.N.U. Campus, Nelson Mandela Road Vasant Kunj, New Delhi 110070, India Tel: 91-11-26742222, 26741266

91-9810329992 (Mobile)

E-mail: sangs@delnet.ren.nic.in, sangskaul2003@yahoo.co.in

Web: www.delnet.in

February 25, 2022

DELNET/IM-8537/tgNUL/MEM/2022

Sub: DELNET Membership Renewal

Dear Mr. Krishna,

We acknowledge with thanks the receipt of ₹ 13,570 (₹ Thirteen Thousand Five Hundred Seventy only) received through NEFT dated 10.2.2022 made towards the DELNET Annual Institutional Membership Fee for the period 23.3.2022 to 22.3.2023. The receipt no. 68161 dated 18.2.2022 is enclosed for the office records.

You are requested to access DELNET databases through the World Wide Web using the following procedure:

Web Address: http://www.deinet.in

Click onto "New Discovery Portal". Since the IP address provided by you is registered with us, you should be able to open the landing page without login prompt. Please let us know if you encounter any difficulty.

We are also glad to provide the following login & password for accessing DELNET remote:

Login

: tgnalsarul

Password

: nal8537

Kindly note your Inter Library Loan (ILL for Books) Password is "tgnalsarullib" to be used while registering a request. You are also welcome to send us the bibliographical references at sangs@deinet.ren.nic.in, sangskaul2003@yahoo.co.in for the resources needed by you. We will try our best to locate these resources. Also, a complete user manual on how to access DELNET online databases is available at the Discovery Portal. We would further like to inform you that Usage Report can be generated through "USAGE STATISTICS" link which appears at the top side of the landing page of the discovery portal. Kindly use the password as 8537***1992 to download the pdf, containing usage report of your institution.

I would like to mention that DELNET provides access to more than three crore catalogue records of books, journals, articles, etc. through Discovery Portal and also more than one crore and fifty lakh full-text e-books, e-journals & e-articles through Knowledge Gainer Portal. DELNET also provides Delplus software free of charge for library automation purpose. DELNET Guest House facility at New Delhi can also be availed by member-libraries on payment basis.

I would also like to inform you that DELNET shall be glad to organise a one hour webinar on DELNET Networked Resources and Services at a mutually convenient date and time for the students, faculty, researchers and scholars of "NALSAR University of Law, Hyderabad, Telangana". It will help in the effective utilisation of DELNET resources and services.

I am enclosing a poster on DELNET and a Certificate of Membership. Please kindly let us know if you wish to get any books on ILL or the journal articles.

With kind regards,

Yours sincerely,

Sangeeta Kaul

Mr. K. Krishna Assistant Librarian NALSAR University of Law Justice City, Shameerpet, Medchal Hyderabad-500101 Telangana

Encl: (1) Receipt no. 68161 dated 18.2.2022 of ₹ 13,570

(2) Tax Invoice

(3) DELNET Poster

(4) Certificate of Membership





DELNET- Developing Library Network

Jawaharlal Nehru University Campus Nelson Mandela Road, Vasant Kunj New Delhi-110070

State Name: Delhi, Code: 07

Receipt

Received with thanks from: NALSAR UNIVERSITY OF LAW

JUSTICE CITY, SHAMEERPET, MEDCHAL

HYDERABAD-500101

TELANGANA

(DELNET MEM NO. IM-8537)

The sum of

: Indian Rupees Thirteen Thousand Five Hundred Seventy Only

Ву

: NALSAR UNIVERSITY OF LAW; Indian Bank (India)

Inter Bank Transfer

IDBH2041321867 10-Feb-22

13,570.00

Remarks

: AMOUNT RECEIVED TOWARDS ANNUAL INSTITUTIONAL MEMBERSHIP FEES

FOR THE PERIOD 23-03-2022 TO 22-03-2023

'*₹ 13,570.00/-

**Subject to Realisation

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MEMORANDUM OF UNDERSTANDING (MoU)



This Memorandum of Understanding is entered into and executed on 4th March, 2022, between Maulana Azad National Urdu University, Gachibowli, Hyderabad – 500 032, Telangana, India (herein after referred as MANUU) of the first part,

AND

National Academy of Legal Studies and Research, University of Law, Shamirpet, Hyderabad – 500 101, Telangana, India (herein after referred as NALSAR University of Law) of the other part.

Whereas the National Education Policy-2020 promotes collaboration between academic institutions and whereas, MANUU is keen to have a course on Legal Studies to promote Constitutional values, this MoU is being entered in pursuit of academic collaboration and research activities mutual exchange of expertise more particularly for the launching of MA (Legal Studies) programme from the Academic year 2022-23.

The parties to this MoU have mutually agreed for pursuing the following activities.

- 1) MA (Legal Studies) programme shall be introduced by MANUU and the required faculty and academic expertise shall be provided by NALSAR University of Law. MANUU shall pay the remuneration (Per lecture basis) to the NALSAR teachers or teachers nominated by NALSAR out of the revenue generated by this M.A. (Legal Studies).
- 2) The admissions for MA (Legal Studies) would be conducted by MANUU as per the MANUU Rules.
- 3) The curriculum shall be prepared and approved by the concerned authorities of MANUU and NALSAR University of Law shall render all possible help in designing the curriculum.

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- 4) The students may also be permitted to attend few classes at NALSAR University of Law as and when required.
- The faculty who are taking the classes shall maintain the record of attendance of the 5) students.
- MANUU shall procure sufficient number of books and journals relating to Law. 6)
- The prescription and collection of fees shall be the sole responsibility of MANUU 7)
- The examinations shall be conducted by MANUU in consultation with the faculty from 8) both sides engaged in teaching.
- The Advisory Board for M.A.(Legal Studies) shall have members both from MANUU 9) as well as NALSAR.
- MANUU's Vice-Chancellor may nominate a Chief Mentor for this course who would Chair the Advisory Committee.

This MoU shall come into effect from the date of signing and the MoU will be reviewed from time to time.

In witness, whereof and to ratify this MoU, the following representatives appended their signatures.

For and on behalf of MANUU

Vice Chancellor, MANUU

In the presence of

For and on behalf of NALSAR

Vice Chancellor, NALSAR

In the presence of

186. V. Rola Kirlá Redey Registral, NALSAN.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made on this 25th day of April 2022 ("the Effective Date") at Hyderabad, India.

Between

National Academy of Legal Studies and Research (NALSAR) University of Law, a State University established under by an Act of the Andhra Pradesh State Legislature in 1998, having its office at Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad - 500101, Telangana, India represented by its Vice-Chancellor [Prof. Faizan Mustafa], (hereinafter referred to as "NALSAR" which expression shall mean and include its successors-in-interest, executors and permitted assigns) of the ONE PART

And

Atal Incubation Center - Centre for Cellular and Molecular Biology (AIC-CCMB), having its registered office at 3rd Floor, Medical Biotechnology Complex, CCMB Annex 2, Genpact Road, IDA Uppal, Habsigud, Hyderabad - 5000039, Telangana, India represented by its CEO [Dr. Madhusudhan Rao Nalam] (hereinafter referred to as "AIC-CCMB" which term shall mean and include its successors-in-interest, executors and permitted assigns of the SECOND PART

NALSAR and AIC-CCMB shall herein individually be referred to as "Party" and collectively as "Parties".

Whereas:

NALSAR University of Law, a State University established under by an Act of the Andhra Pradesh State Legislature in 1998 is a home to vital conversations on law and justice. These conversations have acknowledged that questions of justice arise in all legal pursuits whether in the world of courts, corporations, education or administration. Using law as an instrument of social change the NALSAR University has supported crusades for land rights, disability

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empowerment and against moral policing and hate speech. NALSAR is committed to the creation of an ethical legal culture, which protects and promotes the rule of law.

In pursuance of the aforesaid, DPHT IPR Chair of NALSAR University of Law wishes to partner with AIC-CCMB for various programs as detailed under section 1 of this MOU which shall enable AIC-CCMB to leverage its expertise in this field to create a quality program and be part of NALSAR projects.

And

Atal Incubation Centre - CCMB, with a legacy of future forward research, and promoting entrepreneurship among the scientific community. Atal Incubation Centre - Centre for Cellular and Molecular Biology (AIC-CCMB) is one of the few incubators with a deep focus on core biological research, necessary for biotechnology and life sciences start-ups. Having supported by the host organisation CSIR-Centre for Cellular & Molecular Biology (CSIR-CCMB), AIC-CCMB is nurturing scientific and student fraternity of CSIR-CCMB to become entrepreneurs by facilitating funding and mentorship platforms.

AIC-CCMB is dedicated to providing a thriving ecosystem for start-ups with early-stage technologies where they can find the latest lab equipment, mentoring, financial advice, business support services and a hand-holding ecosystem that is tailor made to the industry. AIC-CCMB-wishes to partner with NALSAR for various programs as detailed under section 1 of this MOU which shall enable NALSAR to leverage its expertise in this field to create quality programs AIC-CCMB.

NOW THEREFORE it is mutually agreed and declared by and between the Parties as under

1. Scope of Engagement for this MOU shall be

- Review/advisory on course, seminar, workshop curriculum, structure of the special courses.
- b. AIC-CCMB experts offering lectures to students, free counselling on career/guidance etc.

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- c. NALSAR shall provide opportunities for AIC-CCMB to take up interns and campus hires. NALSAR shall post the job openings available for experienced alumni students in its respective site and AIC-CCMB shall independently conduct such interviews and finalize hiring of any alumni students.
- d. NALSAR and AIC-CCMB shall conduct periodical joint seminars as speakers, panel members, moderators etc. and such seminars shall be published in appropriate journals.
- e. Ascertain slot in college magazine for AIC-CCMB Articles written by individual's working in AIC-CCMB.
- f. Ascertain slot in publications of AIC-CCMB for NALSAR Articles written by students and faculty of NALSAR.
- g. NALSAR shall conduct IPR Clinics for not only AIC-CCMB startup communities but also for the student and scientist groups of CSIR-CCMB, at regular intervals on pre agreed mutually convenient dates.

2. Content development

- a. AIC-CCMB hereby agrees that it will nominate experts from startup community to provide advisory support to NALSAR in creating the content & curriculum for any proposed programs as necessary.
- b. In the event of NALSAR developing any correspondence courses, which can be availed by AIC-CCMB team at independent capacity, NALSAR shall offer AIC-CCMB the same on mutually agreeable terms.
- c. NALSAR and AIC-CCMB may conduct joint Legal/IP Hackathon every year.

3. Faculty / Staff Development and Joint Seminars.

- a. AIC-CCMB will, nominate members from its startup community as Guest Lecturers or presenters to impart trainings, guest lectures to the students, as may be requested by NALSAR.
- b. AIC-CCMB and NALSAR shall support each other in carrying out faculty/corporate AIC-CCMB development programs including but not limited to trainings, seminars, workshops, and other related activities.

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4. Scholarship – This MOU is non - financial in nature and no scholarship program is being offered by AIC-CCMB or NALSAR.

5. Financial Terms

AIC-CCMB nor NALSAR will receive neither any compensation or consideration in return for the support covered under this MoU nor would it be required to provide any fund or scholarship or any expense under the scope of this MOU.

6. Terms and Termination

It is agreed that the Parties shall jointly explore and work together for a period of 5 years from the Effective Date hereof to give effect to the intent and purpose of this MOU, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof but after giving notice of 30 days to the other party. Furthermore, this MOU may be terminated by either Party upon written notice to the other Party if the other Party commits a material breach of any of its obligations under the MoU and fails to cure such breach within thirty (30) days after receipt of notice of such breach.

7. Exclusivity

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

8. Force Majeure

Neither party shall be liable for any delay or failure in performance of its obligations under this MOU, to the extent such failure or delay is the actual and direct result of acts such as fire, flood, earthquake, embargo, acts of civil or military unrest, epidemics, pandemics, war, riots or any other similar cause that are beyond such non-performing party's reasonable control (collectively "Force Majeure Event").

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Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from its non-performance or observance of the affected obligation(s), for as long as such circumstances prevail and such party continues to attempt to recommence performance using best efforts without delay. The party suffering Force Majeure Event shall give prompt notice to the other party, giving details of the event, its consequences and what actions it proposed to alleviate the situation along with the duration to recover from performing under this MOU. The party so affected shall use all reasonable endeavors to mitigate the effect and alleviate the act or condition in question and shall promptly resume performance when the causes are removed.

9. Entire agreement

This MOU constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

10. Legal status of the parties

This MOU shall not be construed as any agency, company, joint venture, partnership, or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

11. Confidentiality

Both Parties ("Receiving Party") shall hold all Confidential Information in trust and confidence and not disclose any information or material nor make public by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care, any literature including instruction material, books, videos, audios, presentations and/or any other material documents, any and all information or proprietary materials (in every form and media) not

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generally known in the relevant trade or industry, existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; information relating to business plans, sales or marketing methods and customer lists or requirements, ("Confidential Information") that have been provided by either Party ("Disclosing Party") for the purpose of the course under this MOU. The confidentiality obligations shall survive termination of this MOU and shall continue for additional period of (3) three years from the date of disclosure of the respective Confidential Information. Receiving Party shall not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this MOU.

In addition, Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party: (a) gives Disclosing Party reasonable written notice to allow Disclosing Party to seek a protective order or other appropriate remedy: (b) discloses only such Confidential Information as is required by the governmental entity; and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

12. Intellectual Property Rights, Trademarks/ Trade Names, Copyrights etc.

Any course content, curriculum, training manual, instruction material (physical or digital) or other relevant material that is integrated into the curriculum in pursuance of this MOU shall be owned exclusively by NALSAR with due recognition and credit to AIC-CCMB wherever applicable.

For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copyrights, service marks, patents, logos, letter heads, other published material, stationary etc. in respect of AIC-CCMB's name / brand name, shall solely and absolutely vest in AIC-CCMB and NALSAR shall have no

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claim, lien or encumbrance thereof directly or indirectly except upon receiving the prior written consent of AIC-CCMB for usage of trade mark/trade name, brochures, published material for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from AIC-CCMB and subject to conditions, restrictions & for the period as may be prescribed by AIC-CCMB.

AIC-CCMB hereby agrees to allow NALSAR to refer to it as an 'Industry Partner' and make use of its name and logo for publishing on NALSAR's website during the term of this MOU. NALSAR hereby agrees to allow AIC-CCMB to refer to it as a 'Knowledge Partner' and make use of its name and logo for publishing on AIC-CCMB's website during the term of this MOU.

AIC-CCMB hereby agrees that the consent of no other person or entity is required to enable NALSAR to use its logos and that such use in accordance with the terms of this MoU will not violate or infringe upon the trademarks, trade names, copyright, artistic of AIC-CCMB, and/or other rights of any third parties.

13. Limitation of Liability:

In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damage or such damage could have been reasonably foreseen by such Party. In no event shall AIC-CCMB's liability to NALSAR or any other person or entity, arising out of or in connection with this MOU or the Services exceed, in the aggregate, INR Five Thousand Only.

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14. Jurisdiction

The MOU would be governed by Indian law and all or any of the disputes are subject to the exclusive jurisdiction of Hyderabad courts only.

15. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MOU OR EACH STATEMENT OF WORK, NEITHER PARTY MAKES ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Compliance of Anti Bribery Laws in India

NALSAR and AIC-CCMB agrees to comply with all Anti-Corruption Laws in force in India in performance of this MOU.

This MOU is signed by the authorized representatives of both the Parties.

For and on behalf of

NANSAR University of Law

(AUTHORIŚED SIGNATORY)

Name: Prof. Faizan Mustafa

Designation: Vice-Chancellor - NALSAR

Name: Dr Madhusudhan Rao Nalam

For and on behalf of

Atal Incubation Center (XXX)

Designation: CEO - AIC-CCMB

(AUTHORISED SIGNATORY)

Signature by Witness 1:

(Name: RAMTBE PALLELA)

Signature by Witness 2:

(Name:

8. v. Relation Really





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered on 16th Day of May 2022 ("the Effective Date") at Bhopal, Madhya Pradesh, India

BETWEEN



National Law Institute University

Bhopal

e-NYAYAGANGA

Digital Legal Literacy – Design, Development, Management and Testing
(National Level) Project

And



NALSAR University of Law

Hyderabad

MEMORANDUM OF UNDERSTANDING





-MEMORANDUM OF UNDERSTANDING

The National Law Institute University (NLIU), Bhopal, was established by the *Rashtriya Vidhi Sansthan Vishwavidyalaya Adhiniyam* (Act No. 41 of 1997) enacted by the Madhya Pradesh State Legislature, recently substituted by the Madhya Pradesh National Law Institute University Act, 2018 (Act No. 6 of 2018), has been a leading law school in the country imparting legal education and promoting research and publication. The NLIU is recognised by the University Grants Commission and the Bar Council of India.

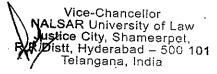
The e-Nyayaganga: Digital Legal Literacy – Design, Development, Management and Testing (National Level) Project is a project under the scheme on Access to Justice, Department of Justice, Ministry of Law and Justice, Government of India (GoI), titled "Designing Innovative Solutions and Holistic Access to Justice (DISHA)" from 2021 to 2026. The National Law Institute University, Bhopal, is designated as National Nodal agency for e-Nyayaganga: Digital Legal Literacy – Design, Development Management and Testing (National Level) by the Department of Justice, Ministry of Law and Justice, GoI.

The National Law Institute University, Bhopal, which expression shall unless repugnant to the context include its successors, representatives and permitted assigns **OF THE FIRST PARTY**.

NALSAR University of Law, Hyderabad is one of the premier national law universities established in the State of Telangana to promote world class legal education and research. Hon'ble Mr. Justice Satish Chandra Sharma, Chief Justice, High Court of Telangana, is the Chancellor of the University.

The envisaged object of the University is to advance and disseminate learning, knowledge of law and legal processes; to develop in the students a sense of responsibility to serve the society and to impart skills on advocacy and justice, legal services, legislation and law reforms, thereby making law and legal processes efficient instrument of social development. Towards attaining these objectives, NALSAR University of Law, Hyderabad offers Five year integrated B.A.,









LL.B. (Hons.), One year LL.M. (Regular), One Year LL.M. Ph.D. programme among other diplomas and short term courses. The University also runs various certificate courses.

NALSAR University of Law, Hyderabad is a vibrant institute that explores the curious legal dimensions of public policy, ethics, business, and also a plethora of issues in order to produce quality legal scholarship, capable of facing the real world challenges. From its very inception, NALSAR University of Law, Hyderabad has aimed to attain excellence in all aspects of legal training and education. It encourages students to engage in a host of curricular, co-curricular and extra-curricular activities for their mental, physical and professional growth. No wonder, the students are leaving their indelible imprint by winning numerous mooting, debating and sports competitions of national and international repute thereby putting the University firmly on the national circuit.

(The National Law Institute University, Bhopal and NALSAR University of Law, Hyderabad are hereinafter collectively referred to as "Parties" and individually as "The First Party" and "The Second Party" respectively.)

Whereas the NLIU has established the Project Monitoring Unit (PMU) to implement the project e-Nyayaganga.

And Whereas the PMU, e-Nyayaganga, NLIU, Bhopal desires to collaborate and work closely with the Legal Aid Clinic, NALSAR University of Law, Hyderabad and seeks to promote the Institution-to-Institution partnerships through this Memorandum of Understanding to work towards digital legal literacy awareness programme and development of Model Legal Aid Clinics.

SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the NLIU, Bhopal, as First Party and NALSAR University of Law, Hyderabad as Second Party for collaboration that shall encompass exchange of faculty coordinator, the PMU members (e-Nyayaganga) and representatives of Legal Aid Clinic between the two parties. In addition, active efforts shall be



Vice-Chancellor NALSAR University of Law Justice City, Shameerpet, R.R.Distt, Hyderabad – 500 101 Telangana, ind.:





taken to strengthen access to justice advocacy and develop and disseminate need-based content for digital legal literacy in a collaborative spirit.

I. TERMS AND CONDITIONS OF COOPERATION

- 1. The NLIU, Bhopal and Legal Aid Clinic, NALSAR University of Law, Hyderabad shall collaborate to create and disseminate digital legal literacy content, including reading material and training modules, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions expressly agreed between the parties;
- 2. Faculty Coordinator and Representatives from Legal Aid Clinic, NALSAR University of Law, Hyderabad be invited for workshops, symposiums and round-tables organised by PMU, e-Nyayaganga. The financial implications shall be mutually worked upon;
- 3. The modalities for exchange of reading material and training modules for dissemination under the e-Nyayaganga project shall be laid down through mutual discussion:
- 4. Faculty Coordinator and Representatives of Legal Aid Clinic, NALSAR University of Law, Hyderabad are welcome to organize digital legal literacy programmes under the banner of e-Nyayaganga in collaboration with the PMU, e-Nyayaganga, NLIU, Bhopal;
- 5. PMU, e-Nyayaganga, NLIU, Bhopal and Legal Aid Clinic, NALSAR University of Law, Hyderabad shall explore the possibility of taking up collaborative steps for executing e-Nyayaganga Project, and financial implications shall be mutually worked upon;
- 6. Any financial implication emerging from the collaborations shall be worked out, and decisions shall be taken with mutual agreement between the two parties.

Vice-Chancellor NALSAR University of Law Justice City, Shameerpet, R.R.Distt, Hyderabad – 500 10 Telangana, India





II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by the PMU, e-Nyayaganga, NLIU, Bhopal and Legal Aid Clinic, NALSAR University of Law, Hyderabad to cooperate in creating digital legal literacy content for pan-India digital legal literacy programme under e-Nyayaganga and develop an architecture for Model Legal Aid Clinic. Additional areas of cooperation may be add ed with the written consent of both the Parties. Both parties shall 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. The Memorandum may be amended at any time by mutual consent in writing by both parties.
- 2. The Department of Justice, Ministry of Law and Justice, Government of India will supersede this Memorandum at any stage.
- 3. Both parties also reserve the right to terminate this Memorandum by giving three months written notice to the other party.
- 4. 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.

IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. In respect of activities and programmes organised under the banner of the e-Nyayaganga project, the intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto) shall rest with the Department of Justice, Ministry of Law and Just ice, Government of India.

Vice Chancellor
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Bhopal

Vice-Chancellor
NALSAR University of Law
Justice City, Shameerpet,
R.R.Distt, Hyderabad – 500 10





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, without the prior consent of the other party in writing.

V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, 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 to design and develop digital legal literacy content and spread legal awareness through the digital medium.

VI. RESOLUTION OF DISPUTE

Any issues that are not addressed or stipulated in this MoU shall be discussed and resolved through negotiation in good faith, and such resolution shall be incorporated as written amendments to this MoU by mutual agreement between the Parties.

No disputes are foreseen in the implementation of the MoU. However, both the Parties agree that if any dispute arises between them, efforts will be made to settle the same as amicably as possible. If the dispute remains unsettled, it will be referred for resolution bilaterally to the Vice Chancellor, National Law Institute University, Bhopal and the Vice Chancellor, NALSAR University of Law, Hyderabad. The decisions so arrived at shall be final and binding on the parties to this MoU.

VII. TERMINATION

- 1. This Memorandum shall come into force immediately upon the signature of the parties.
- 2. The validity of this Memorandum is initially for two years from the date of its execution, and the same can be further extended by mutual agreement, if required.

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Vice-Chancellor NALSAR University of Law Justice City, Shameerpet, R.R.Distt, Hyderabad – 500 101 Telangana, India





3. This Memorandum can be terminated by either party by giving advance notice of three months without jeopardizing any work or collaboration between both the parties.

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

Signed by

Vice Chancellor University

National Law Institute University, Bhopal

Date: 16-05-2022

Place: Bhopal

Witnesses:

Da Radar Singh

Vice Chancellor

Signad by

NALSAR University of Law, Hyderabad

Date: 16-05-2022

Vice-Chancellor
NALSAR University of Law
Justice City, Shameerpet,
R.R.Distt, Hyderabad — 500 101

Place: Bhopal

Telangana, India

Witnesses:

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MEMORANDUM OF UNDERSTANDING Between



NALSAR UNIVERSITY OF LAW, HYDERABAD

AND



DHARMASHASTRA NATIONAL LAW UNIVERSITY,
JABALPUR (M.P.)

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the 24th day of May, 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, Prof. Faizan Mustafa (herein after referred to as 'NALSAR' which expression shall unless repugnant to the context mean and include its successors and assignees).

AND

Dharmashastra National Law University, Jabalpur represented by its Vice-Chancellor, Prof (Dr.) V. Nagaraj (herein after referred to as 'MPDNLU' which expression shall unless repugnant to the context mean and include its successors and assignees).

'NALSAR' and 'MPDNLU' 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.

Page 2 of 5

Vice-Chancellor

Dharmashastra National Law

Hniversity, Jahalaur (M.P.)

Vice-Chancellor
NALSAR University of Law
Justice City, Shameerpet,
R.R.Distt, Hyderabad – 500 101

TERMS AND CONDITIONS OF CO-OPERATION

- 1. NALSAR and MPDNLU 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 MPDNLU shall allow students to register for some courses
 offered at both the Universities without disturbing the academic
 schedules of the said Universities.
- 3. NALSAR and MPDNLU shall allow exchange of faculty members for teaching courses.
- 4. NALSAR and MPDNLU 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. Students, Scholars and Faculty Members shall be allowed to use the library resources of each other and to have academic interaction.
- 6. 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.

7. Any other area of mutual cooperation, which may be mutually agreed to by both the parties.

Opt (Dr.) V. Nagaraj

Vice-Chance lor Dharmashastra National Law University, Jabalpur (M.P.) Vice-Chancellor NALSAR University of Law Justice City, Shameerpet, R.R.Distt, Hyderabad – 500 101 Telangana, India

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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 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).

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 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.

Dharmashastra National Law

University, Jebalour (M.P.)

Vice-Chancellor SAR University of Law Justice City, Shameerpet, R.R.Distt, Hyderabad – 500 101 Telangana, India

Page 4 of 5

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. Faizan Mustafa)

Vice-Chancellor

NALSAR University of Law

Hyderabad

Vice-Chancellor NALSAR University of Law Justice City, Shameerpet, R.R.Distt, Hyderabad – 500 101 Telangana, India (Prof. V./Nagaraj)

Vice-Chancellor

Dharmashastra National Law University

Jabalpur (M.P.)

Prof. (Dr.) V. Nagaraj Vice-Chancellor Dharmashastra National Law University, Jabahur (M.P.)



MEMORANDUM OF UNDERSTANDING

BETWEEN



SRM University Delhi-NCR, Sonepat, Haryana

AND



NALSAR University of Law, Hyderabad

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 Academy of Legal Studies and Research (NALSAR) hereinafter referred to as "NALSAR University of Law" was established in 1998 by a Statute of the State of Andhra Pradesh. Since its inception, the University has been home to vital conversations on law and justice.

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 NALSAR University of Law 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 NALSAR University of Law 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:-





I. TERMS AND CONDITIONS OF COOPERATION:

- 1. The SRMUH and the NALSAR University of Law 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 SRMUH and the NALSAR University of Law 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 NALSAR University of Law shall work under the supervision of the faculty members of SRMUH 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;
- Research Scholars and Teaching Faculty of both the SRMUH and the NALSAR University of Law 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 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 NALSAR University of Law 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 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

- 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 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

- 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 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.) Faizan Mustafa

Vice Chancellor

NALSAR University of Law

Hyderabad, A.P.



MEMORANDUM OF UNDERSTANDING

BETWEEN



Himachal Pradesh National Law University, Shimla

AND



NALSAR University of Law, Hyderabad

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 Academy of Legal Studies and Research (NALSAR) hereinafter referred to as "NALSAR University of Law" was established in 1998 by a Statute of the State of Andhra Pradesh. Since its inception, the University has been home to vital conversations on law and justice.

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 NALSAR University of Law 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 NALSAR University of Law, 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

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between the First Party and the Second Party shall be subject to following:-

I. TERMS AND CONDITIONS OF COOPERATION:

- The HPNLU, Shimla and the NALSAR University of Law 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 NALSAR University of Law 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 NALSAR University of Law 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;
- Research Scholars and Teaching Faculty of both the HPNLU, Shimla and the NALSAR University of Law 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.

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II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by HPNLU, Shimla and NALSAR University of Law 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).
- 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.

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- 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 Bradash National Law

Himachal Pradesh National Law University, Shimla Prof. (Dr.) Faizan Mustafa Vice-Chancellor NALSAR University of Law Hyderabad, A.P.

Date: - 28-05-2022

Date: - 28-05-2022

Place: - Shimla

Place: - Shimla

Witnesses:

Witnesses:



MEMORANDUM OF UNDERSTANDING

Between



NALSAR UNIVERSITY OF LAW, HYDERABAD

AND



MAHARASHTRA NATIONAL LAW UNIVERSITY, MUMBAI

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the 30th day of May, 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, Prof. Faizan Mustafa (herein after referred to as 'NALSAR' which expression shall unless repugnant to the context mean and include its successors and assignees).

AND

Maharashtra National Law University, Mumbai (MNLU, Mumbai) established under the Maharashtra Act VI of 2014 with headquarters of the University at Mumbai, represented by its Vice-Chancellor, Prof. Dilip Ukey (herein after referred to as 'MNLU MUMBAI' which expression shall unless repugnant to the context mean and include its successors and assignees).

'NALSAR' and 'MNLU MUMBAI' 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

- 1. NALSAR and MNLU, MUMBAI 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.
- 2. NALSAR and MNLU, MUMBAI shall allow students to register for some courses offered at both the Universities without disturbing the academic schedules of the said Universities.
- 3. NALSAR and MNLU, MUMBAI shall allow exchange of faculty members for teaching courses.
- 4. NALSAR and MNLU, MUMBAI 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 MNLU, MUMBAI 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.
- 6. 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.

Page 3 of 5

8. Any other area of mutual cooperation, which may be mutually agreed to by both the parties.

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 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).
- 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 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.



Page 4 of 5

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. Faizan Mustafa)

Vice-Chancellor

NALSAR University of Law

Hyderabad



(Prof. Dilip Ukey)

Vice-Chancellor

Maharashtra National Law University

Mumbai





A Memorandum of Understanding (MoU)

BETWEEN

NALSAR University of Law

'Justice City', Hyderabad, Telangana, India

AND

Administrative Staff College of India

Bella Vista, Hyderabad, Telangana, India

NALSAR University of Law, established by Act 34 of 1998, a leader in legal education in India having been awarded 'A' grade ('A++' as per new grading system) with a high score of 3.60 out of 4.00, by the National Assessment and Accreditation Council (NAAC) [which till date is the highest among the National Law Universities (NLUs)]; and NALSAR also having achieved 'Category-I University' Grade by the UGC under the Categorization of Universities, under Grant of Graded Autonomy Regulations, 2018.

AND

The Administrative Staff College of India (ASCI) established in 1956 at the initiative of the government and the corporate sector, a pioneer in post-experience management education in India; and an autonomous, self-supporting, public-purpose institution, promoting capacity building among practicing professionals in the management of government and business enterprises.

Have agreed to conclude the following Memorandum of Understanding (MoU), with the objective of promoting excellence in teaching, training and research.

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REGISTRAR
NALSAR, UNIVERSITY OF LAW
Post Box No.1, 'Justice City', Shameerpet
Medchal District, Hyder, bad – 500 101
Telangana, India.

AREAS OF CO-OPERATION

- (a) Organization of joint academic activities, such as lectures, seminars, workshops and conferences;
- (b) Exchange of research scholars, teaching staff and other experts as part of teaching and training programmes;
- (c) Collaboration on research projects of common interest;
- (d) Transfer of information and academic materials from one to the other institution and access to the other facilities, in their respective institutions, on terms and conditions, as agreed to by both the parities, from time to time.

IMPLEMENTATION & FUNDING

The parties undertake to enter into specific agreements on different aspects of collaboration, including all necessary financial and other arrangements, as and when decided, for the purpose of their effective implementation.

DURATION

This Memorandum shall commence with effect from the date of its signature by the parties and shall remain in force for five years. It may be amended by mutual consent of the parties. This Memorandum shall be deemed to have been renewed automatically, for successive periods of two years, each, unless either party gives a written notice to the other on the termination of the same at least six months before its expiry.

Administrative Staff College of India

Dr. Nirmalya Bagchir. Nirmalya Bagchi

Director General (I/c) Director General (I/c)

Administrative Staff College of India Bella Vista.

Hyderabad - 500 0

NALSAR University of Law

Prof.V.Balakista Reddy Professor of Law & Registrar

REGISTRAR
NALSAR, UNIVERSITY OF LAW
Post Box No.1, 'Justice City', Shameerper
Medchal District, Hyderabad - 500 101
Telangana, India.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made on this 16th day of June 2022 ("the Effective Date") at Hyderabad, India.

Between

National Academy of Legal Studies and Research (NALSAR) University of Law, a State University established under by an Act of the Andhra Pradesh State Legislature in 1998, having its office at Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad - 500101, Telangana. represented by its Vice-Chancellor [Prof. Faizan Mustafa], (hereinafter referred to as "NALSAR" which expression shall mean and include its successors-in-interest, executors and permitted assigns) of the ONE PART

And

Cognizant Technology Solutions India Private Limited, having its registered office at Techno Complex, 5/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai, Tamil Nadu, Pin 600097, India, represented by its Senior Director- Legal, India & APAC [Mr. Ashish Malhotra] (hereinafter referred to as "Cognizant" which term shall mean and include its successors-in-interest, executors and permitted assigns of the SECOND PART

NALSAR and Cognizant shall herein individually be referred to as "Party" and collectively as "Parties".

Whereas:

NALSAR University of Law, a State University established under by an Act of the Andhra Pradesh State Legislature in 1998 is a home to vital conversations on law and justice. These conversations have acknowledged that questions of justice arise in all legal pursuits whether in the world of courts, corporations, education or administration. Using law as an instrument of social change the NALSAR University has supported crusades for land rights, disability empowerment and against moral policing and hate speech. NALSAR is committed to the creation of an ethical legal culture, which protects and promotes the rule of law.

In pursuance of the aforesaid, NALSAR wishes to partner with Cognizant for various programs as detailed under section 1 of this MOU which shall enable Cognizant to leverage its expertise in this field to create a quality program and be part of NALSAR projects.

NOW THEREFORE it is mutually agreed and declared by and between the Parties as under

1. Scope of Engagement for this MOU shall be

- a. Review/advisory on course, seminar, workshop curriculum, structure of the special courses.
- b. Cognizant experts offering lectures to students, free counselling on legal career/guidance etc.

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- c. NALSAR shall provide opportunities for Cognizant to take up interns and campus hires.
- d. Cognizant agrees to participate in the placement programs of NALSAR held time to time.
- e. NALSAR shall post the job openings available for experienced alumni students in its respective site and Cognizant shall independently conduct such interviews and finalize hiring of any alumni students.
- f. NALSAR and Cognizant shall conduct periodical joint seminars as speakers, panel members, moderators etc. and such seminars shall be published in appropriate journals.
- g. Ascertain slot in college magazine for Cognizant Articles written by attorney's working in Cognizant Legal team.

2. Content development

- a. Cognizant hereby agrees that it will nominate legal experts from the legal department to provide advisory support to NALSAR in creating the content & curriculum for any proposed programs.
- b. In the event of NALSAR developing any correspondence courses, which can be availed by Cognizant legal team employees at independent capacity, NALSAR shall inform Cognizant of the same.
- c. NALSAR and Cognizant may conduct joint Legal Hackathon every year.

3. Faculty / Staff Development and Joint Seminars

- a. Cognizant will, nominate members from the legal department as Guest Lecturers or presenters to impart trainings, guest lectures to the students, as may be requested by NALSAR.
- b. Cognizant and NALSAR shall support each other in carrying out faculty/corporate Cognizant Lawyer development programs including but not limited to trainings, seminars, workshops, and other related activities
- 4. Scholarship This MOU is non financial in nature and no scholarship program is being offered by Cognizant nor NALSAR.

5. Financial Terms

Cognizant will receive neither any compensation or consideration in return for the support covered under this MoU nor would it be required to provide any fund or scholarship or any expense under the scope of this MOU.

6. Terms and Termination

It is agreed that the Parties shall jointly explore and work together for a period of 3 years from the Effective Date hereof to give effect to the intent and purpose of this MOU, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof but after giving notice of 30 days to the other party. Furthermore, this MOU may be terminated by either Party upon written notice to the other Party if the other Party commits a

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material breach of any of its obligations under the MoU and fails to cure such breach within thirty (30) days after receipt of notice of such breach.

7. Exclusivity

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

8. Force Majeure

Neither party shall be liable for any delay or failure in performance of its obligations under this MOU, to the extent such failure or delay is the actual and direct result of acts such as fire, flood, earthquake, embargo, acts of civil or military unrest, epidemics, pandemics, war, riots, or any other similar cause that are beyond such non-performing party's reasonable control (collectively "Force Majeure Event"),

Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from its non-performance or observance of the affected obligation(s), for as long as such circumstances prevail, and such party continues to attempt to recommence performance using best efforts without delay. The party suffering Force Majeure Event shall give prompt notice to the other party, giving details of the event, its consequences, and what actions it proposed to alleviate the situation along with the duration to recover from performing under this MOU. The party so affected shall use all reasonable endeavors to mitigate the effect and alleviate the act or condition in question and shall promptly resume performance when the causes are removed.

9. Entire agreement

This MOU constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

10. Legal status of the parties

This MOU shall not be construed as any agency, company, joint venture, partnership, or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

11. Confidentiality

Both Parties ("Receiving Party") shall hold all Confidential Information in trust and confidence and not disclose any information or material nor make public by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care, any literature including instruction material, books, videos, audios, presentations and/or any other material documents, any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry, existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques,

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methodologies and concepts and any information related thereto; information relating to business plans, sales or marketing methods and customer lists or requirements, ("Confidential Information") that have been provided by either Party ("Disclosing Party") for the purpose of the course under this MOU. The confidentiality obligations shall survive termination of this MOU and shall continue for additional period of (3) three years from the date of disclosure of the respective Confidential Information. Receiving Party shall not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this MOU.

In addition, Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party: (a) gives Disclosing Party reasonable written notice to allow Disclosing Party to seek a protective order or other appropriate remedy; (b) discloses only such Confidential Information as is required by the governmental entity; and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

12. Intellectual Property Rights, Trademarks/ Trade Names, Copy Rights etc.

Any course content, curriculum, training manual, instruction material (physical or digital) or other relevant material that is integrated into the curriculum in pursuance of this MOU shall be owned exclusively by NALSAR with due recognition and credit to Cognizant wherever applicable.

For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copy rights, service marks, patents, logos, letter heads, other published material, stationary etc. in respect of Cognizant's name / brand name, shall solely and absolutely vest in Cognizant and NALSAR shall have no claim, lien or encumbrance thereof directly or indirectly except upon receiving the prior written consent of Cognizant for usage of trade mark/trade name, brochures, published material for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from Cognizant and subject to conditions, restrictions & for the period as may be prescribed by Cognizant.

Cognizant hereby agrees to allow NALSAR to refer to it as an 'Industry Partner' and make use of its name and logo for publishing on NALSAR's website during the term of this MOU. Cognizant hereby agrees that the consent of no other person or entity is required to enable NALSAR to use its logos and that such use in accordance with the terms of this MoU will not violate or infringe upon the trademarks, trade names, copyright, artistic of Cognizant, and/or other rights of any third parties.

13. Limitation Of Liability:

In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without

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limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damage or such damage could have been reasonably foreseen by such Party. In no event shall Cognizant's liability to NALSAR or any other person or entity, arising out of or in connection with this MOU or the Services exceed, in the aggregate, INR Five Thousand Only.

14. Jurisdiction

The MOU would be governed by Indian law and all or any of the disputes are subject to the exclusive jurisdiction of Hyderabad courts only.

15. **Disclaimer**. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MOU OR EACH STATEMENT OF WORK, NEITHER PARTY MAKES ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Compliance of Anti Bribery Laws in India

NALSAR agrees to comply with all Anti-Corruption Laws in force in India in performance of this MOU.

This MQU is signed by the authorized representatives of both the Parties.

For and on Behalf of

NALSAR University of Law

For and on behalf of

Cognizant Technology Solutions India Private Limited

(AUTHORISED SIGNATORY)

Name: Prof. Faizan Mustafa

Designation: Vice-Chancellor – NALSAR

(AUTHORISED SIGNATORY)

Name: Mr. Ashish Malhotra

Designation: Senior Director- Legal, India &

APAC



A Memorandum of Understanding (MoU)

BETWEEN

NALSAR University of Law Justice City', Hyderabad, Telangana, India

AND

Bihar Institute of Public Administration & Rural Development 'Walmi Campus', Phulwari Sharif, Patna, India

NALSAR University of Law, established by Act 34 of 1998, a leader in legal education in India having been awarded 'A' grade ('A++' as per new grading system) with a high score of 3.60 out of 4.00, by the National Assessment and Accreditation Council (NAAC) [which till date is the highest among the National Law Universities (NLUs)]; and NALSAR also having achieved 'Category-I University' Grade by the UGC under the Categorization of Universities, under Grant of Graded Autonomy Regulations, 2018.

AND

Bihar Institute of Public Administration & Rural Development (BIPARD) is an apex Institute of Training and Research in the field of Public Administration, Rural Development, Disaster Management, Panchayati Raj, Non-Government Organisation, Urban Development, Land, Water Management and Sanitation etc. It has been developed as a centre of excellence to provide the necessary support to the National and State governments and other agencies concerned in these fields in the areas of policy formulation, programme initiatives, implementation strategies, training, research evaluation, documentation and dissemination of information.

Have agreed to conclude the following Memorandum of Understanding (MoU), with the objective of promoting excellence in teaching and training.

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AREAS OF CO-OPERATION

- Organization of activities, such as trainings, lectures, seminars, workshops (a) and conferences;
- NALSAR will prepare modules on law papers, course materials and provide (b) resource persons;
- Transfer of information and academic materials from one to the other (c) institution and access to the other facilities, in their respective institutions, on terms and conditions, as agreed to by both the parities, from time to time.

IMPLEMENTATION & FUNDING

The parties undertake to enter into specific agreements on different aspects of collaboration, including all necessary financial and other arrangements, as and when decided, for the purpose of their effective implementation.

DURATION

This Memorandum shall commence with effect from the date of its signature by the parties and shall remain in force for five years. It may be amended by mutual consent of the parties. This Memorandum shall be deemed to have been renewed automatically, for successive periods of two years, each, unless either party gives a written notice to the other on the termination of the same at least six months before its expiry.

Bihar Institute of Public Administration & Rural Development (BIPARD)

> Prof. (Dr.) S.P.Singh Dean, Social Sciences, CNLU & Coordinator, BIPARD

NALSAR University of Law

Prof. Faizan Mustafa Vice-Chancellor, NALSAR

Witness:

Prof.V.Balakista Reddy Registrar, NALSAR

MEMORANDUM OF UNDERSTANDING

BETWEEN

NALSAR UNIVERSITY OF LAW, HYDERABAD

AND

NATIONAL ACADEMY OF DIRECT TAXES,

NAGPUR

MEMORANDUM OF UNDERSTANDING

Between

NALSAR UNIVERSITY OF LAW, HYDERABAD and NATIONAL ACADEMY OF DIRECT TAXES, NAGPUR

The National Academy of Direct Taxes, Nagpur represented by the Principal Director General of Income Tax Training and the Executive Council of NALSAR University of Law, Hyderabad represented by the Vice Chancellor in order to have coordination between the two institutions for mutual organizational learning and self-renewal mechanisms agree to the MoU as follows:

1. Preamble

- 1.1 NALSAR University of Law, Hyderabad (herein after referred to as NALSAR) was established by Act No. 34 of 1998 to provide comprehensive legal education and to promote quality research in the discipline of law and allied subjects. From its inception, the University is committed to ensure highest quality in imparting legal education. The University aims at producing professionally competent, technically sound and socially relevant lawyers. Social justice through legal education has been the primary goal of the University. In recognition of its academic standards National Assessment and Accreditation Council (NAAC) awarded it 'A' grade (A++ as per new grading system) with a high score of 3.60 out of 4.00. University offers diploma, undergraduate, postgraduate and doctoral degree programs in law and allied areas. UGC too has categorized NALSAR as Category I University.
- 1.2 The National Academy of Direct Taxes, Nagpur (herein after referred to as NADT) is the apex training Institution of the Officers of the Direct Taxes Administration in India. Apart from conducting the Induction training for the Officer Trainees of the Indian Revenue Service 'IRS', NADT also conducts a number of In-service courses for the middle to senior management level officials of the Income Tax Department on varied topics including taxation, management and finance. It has also been conducting training for the officers of Revenue Services of other countries like Sri Lanka, Bangladesh, Bhutan, Oman and Tanzania. NADT performs the critical and overarching role as a 'best-interest' think tank in tax policy and administration by developing, enhancing,

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monitoring and modeling the human capital, fortunes of the nation's Direct Taxes strategies and administration.

2. Terms of Agreement

- 2.1 Whereas both NALSAR and NADT (hereinafter referred to as the Parties) are agreeable to establish collaboration for the purpose of mutual benefit in the areas of mutual interest and have reached the following understanding:
- a) NALSAR and NADT will derive mechanisms (as per DRAFT REGULATIONS FOR M.A. (TAXATION LAWS) FOR THE IRS OFFICER TRAINEES OFFERED BY NALSAR & NADT, NAGPUR) for the Award of Master's Degree, i.e., M.A. (Taxation Laws) / PG Diploma in Taxation Laws to the IRS Officer Trainees who undertake the Basic Course Training Programme at NADT commencing from the academic year 2021-2022(75th batch onwards).
 - b) In addition, both the parties agree to undertake the following activities on the terms and conditions which will be enumerated separately for each activity as agreed mutually:
 - NALSAR and NADT will jointly offer Diploma / Certificate / Short Term Courses for the in service IRS Officers on contemporary areas.
 - ii. NALSAR's Centre for Tax Laws (supported by Taxmann) and NADT will explore and work upon the development and promotion of research collaboration in the areas of mutual interest.
 - iii. The Parties will facilitate exchange of faculty and resource persons for academic and research purposes.
 - iv. The Parties will jointly develop and organize thematic short-term training programs, seminars, conferences and workshops in the areas of mutual interest and in association with relevant national/international industry partners.
 - v. The Parties will provide each other access to their academic publications and library resources.
 - vi. The faculty members of both the institutions will be encouraged to contribute research papers and articles in their respective publications.



- vii. The Parties will endeavor to conduct court training and moot court sessions for IRS Officer Trainees.
- c) The Parties will assist each other to progress on any matter of mutual interest.
- 2.2 Now, therefore, the Parties hereinabove mutually agree to enter into a Memorandum of Understanding (MoU) on the following terms and conditions, namely:
 - a) NALSAR will formulate Regulations for the M.A. (Taxation Laws) and PG Diploma in Taxation Laws. NALSAR and NADT will have Co-ordinators to oversee all the activities of the programme and to identify the experts for teaching, setting and moderation of question papers, evaluation of answer scripts and other incidental works. The course structure, conduct of the programme, award of the Degree/Diploma and other terms will be as enumerated in the regulations of the said programme.
 - b) The Parties shall jointly plan calendar of events for holding Seminars, Workshops and short term courses to be conducted at the campus of either of the Parties, depending upon the availability of the participants.
 - c) Joint research projects in various related subjects will be undertaken, the terms and conditions of which, will be decided on mutual agreement between the Parties.
 - d) Based on the need of NADT, NALSAR will ensure the participation of its faculty and scholars in training activities organized by NADT at its campus. Similarly, on the requirement of NALSAR, NADT will provide faculty for training activities organized by NALSAR at its campus.
 - e) In case of exchange of faculty and resource persons for academic and research purposes, the Host Institution shall pay the travel / honorarium or other allowances as applicable in their Rules and Regulations. In case of an international guest faculty of eminence visiting the campus of one Party for lecture/presentation, the said guest faculty can be invited by the other Party for lecture/presentation at its campus subject to sharing of expenditure involved in travel/ accommodation of such guest faculty.



- 2.3 This MoU shall not be a legally binding contract, and under no circumstance, this MoU will subject either of the Parties to breach of contract, whether material or minor, or to any liability under national or international laws or to any other applicable law.
- 2.4 The Parties hereby agree that they are not bound exclusively by this Memorandum and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party. However, each Party will disclose similar arrangements they enter into with any third party.

3. Amendments/Modalities

- 3.1 All conditions, changes, erasures, amendments, waivers etc. shall only be in writing, duly executed by both the Parties.
- 3.2 This MoU and any amendment thereof, are limited to the purpose of this MoU.

4. Disputes

- 4.1 There shall be a Steering Committee to resolve any differences and disputes arising in implementation of this MoU. The members of the Steering Committee would consist of equal number of Members from both Parties.
- 4.2 The Parties shall make best efforts to resolve all differences and disputes arising in connection with the implementations, of this MoU amicably. In case the differences are not resolved amicably, the matter shall be referred to the Steering Committee. Failure of the Steering committee to resolve the differences could lead to termination of this MoU.

5. Validity & Termination

5.1 This MoU shall remain valid for a period of five years from the date of its signing unless terminated earlier by serving written notice at least six months in advance by either Party. The MoU shall renew itself automatically for successive periods of two years at a time unless either party gives written notice to terminate this MoU.



However, if the MoU is terminated for any other reason, the responsibilities of both the parties shall continue up to completion of the programme for candidates who are already registered with NALSAR as on date of termination. Officers who are on the rolls on that date shall continue to remain the candidates for pursuing the Course till the completion of the maximum duration of the course i.e two years (from and including the academic year of admission) for P.G. Diploma in Taxation Laws and four years (from and including the academic year of admission) for Master's degree M.A. (Taxation Laws).

6. Maintenance of Confidentiality:

6.1 The material/data supplied by one Party to the other Party for research or training purposes would be kept confidential and neither the data nor any report based on such data shall be published without the consent of the concerned Party.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed on July 4, 2022.

Signed for and on behalf of NALSAR, Hyderabad

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Signed for and on behalf of National Academy of Direct Taxes, Nagpur

Prof. Faizan Mustafa Vice-Chancellor, NALSAR

Witnesses:

Name

: Prof.V. Balakista Reddy

Designation: Registrar

Organization: NALSAR

Signature

Shri. Sanjay Puri Principal Director General of Income Tax (Training), NADT

Name

: Shri B. Venkateshwar Rao

Designation: Addl Director General 2

Organization: NADT

Signature

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