# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JANUARY-APRIL, 2017

The meeting of the Committee comprising of the following was held on September 21, 2016 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester January-April, 2017:

1.	Dr. T.Raghavendra Rao, Assistant Professor	Convenor
2.	Mr. Rajesh Kapoor, Assistant Professor	Member
3.	Mr. Siddharth Chauhan, Assistant Professor	Member
4.	Ms. Prerna Dhoop, Assistant Professor	Member

Eighteen candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester January-April, 2017:

SI. No.	Roll No.	Name of the student	Selected University
1.	2014-49	Samitesh Singh	University of Illinois College of Law, USA
2.	2014-23	Lovish Garg	The School of Oriental and African Studies (SOAS), University of London, UK
3.	2014-35	Parika Kamra	-do-
4.	2014-27	Medha Damojipurapu	University of Lucerne, Switzerland*
5.	2013-07	Ananya Das	Santa Clara University, USA
6.	2014-37	Pranshul Joshi	The University of Western Ontario, Canada
7.	2014-06	Amani Ponnaganti	Lewis & Clark Law School, USA
8.	2014-19	Kshitij Aditya Sharma	The Radzyner School of Law, Israel
9.	2014-68	T. Deekshitha	Samford University, USA
10.	2013-40	Ojaswi Kavuri	Macquarie University, Germany





Sidharth Chauhan, Member,

Faculty-Student Exchange Committee

# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JUNE-OCTOBER, 2017

The meeting of the Committee comprising of the following was held on March 22, 2017 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester June-October, 2017:

1.	Dr. T.Raghavendra Rao, Assistant Professor	Convenor
2.	Mr. Rajesh Kapoor, Assistant Professor	Member
3.	Mr. Siddharth Chauhan, Assistant Professor	Member
4.	Ms. Prerna Dhoop, Assistant Professor	Member

Eighteen candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester June-October, 2017:

SI. No.	Roll No.	Name of the student	Selected University
1.	2015-25	Nishanth Vasanth Kumar	ILLINOIS COLLEGE OF LAW, USA
2.	2015-121	Oorvi Mehta	SANTA CLARA UNIVERSITY, USA
3.	2015-77	Arushi Nayar	UNIVERSITY OF LUCERNE, SWITZERLAND
4.	2015-04	Aishwarya Birla	LEWIS & CLARK LAW SCHOOL, USA
5.	2015-02	Aditi Tomar	MACQUARIE UNIVERSITY, AUSTRALIA
6.	2015-07	Anasuya Goswami	RADZYNER SCHOOL OF LAW, ISRAEL
7.	2015-115	Upasana Parakulangara	EBS LAW SCHOOL, GERMANY
8.	2014-46	Ritika Banerjee	SAMFORD UNIVERSITY, USA

**GABARBOY** 

Sidharth Chauhan, Member,

Faculty-Student Exchange Committee

# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JANUARY-APRIL, 2018

The meeting of the Committee comprising of the following was held on September 27, 2017 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester January-April, 2018:

1.	Dr. T.Raghavendra Rao, Assistant Professor	Convenor
2.	Mr. Rajesh Kapoor, Assistant Professor	Member
3.	Mr. Siddharth Chauhan, Assistant Professor	Member
4.	Ms. Prerna Dhoop, Assistant Professor	Member
5.	Ms. Adva Surbhi, Assistant Professor	Member

Nineteen candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester January-April, 2018:

SI. No.	Roll No.	Name of the student	Selected University
1.	2015-102	Sangani Karan Sanjay	University of Illinois College of Law, USA
2.	2015-32	Priyamvadha Shivaji	The School of Oriental and African Studies (SOAS), University of London, UK
3.	2015-93	Namratha Murugeshan	The School of Oriental and African Studies (SOAS), University of London, UK
4.	2015-112	Srutha Keerthy Sriram	University of Lucerne, Switzerland*
5.	2015-28	Prabhanjan Kumar Singh	Santa Clara University, USA
6.	2015-11	Arpan Banerjee	Lewis & Clark Law School, USA
7.	2015-22	Mrudala Karumanchi	The Radzyner School of Law, Israel
8.	2015-84	Gummadi Aashna Chowdary	Samford University, USA
9.	2015-60	Geethanjali Jujjavarapu	Macquarie University, Germany

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Sidharth Chauhan, Member, Faculty-Student Exchange Committee

Prof. (Dr.) K. Vidyullatha Reddy
Professor of Law & Registrar
NALSAR, UNIVERSITY OF LAW
"Justice City'. Shameerpet,
"Jakel Malkajgiri District

# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JUNE-OCTOBER, 2018

The meeting of the Committee comprising of the following was held on March 22, 2018 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester June-October, 2018:

1.	Dr. T.Raghavendra Rao, Assistant Professor	Convenor
2.	Mr. Rajesh Kapoor, Assistant Professor	Member
3.	Mr. Siddharth Chauhan, Assistant Professor	Member
4.	Ms. Prerna Dhoop, Assistant Professor	Member
5.	Ms. Adva Surbhi, Assistant Professor	Member

Thirty one candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester June-October, 2018:

SI. No.	Roll No.	Name of the student	Selected University
1.	2016-120	Avani Agarwal	Santa Clara University, USA
2.	2016-68	Aparajita Kaul	University of Lucerne, Switzerland
3.	2016-46	Suneha Arunkumar Kasal	Illinois College of Law, USA
4.	2016-01	Aditi Singh	EBS Law School, Germany
5.	2016-94	Rohit Iyengar	Lewis & Clark Law School, USA
6.	2015-17	Maitreyee Dixit	Radzyner School of Law, Israel
7.	2016-93	Rohil Bipin Deshpande	Macquarie University, Australia
8.	2016-27	Morampudi Nitya Chowdary	Macquarie University, Australia
9.	2014-72	Vidushi P Sanghadia	Radzyner School of Law, Israel
10.	2016-23	Vaibhav Laddha	Radzyner School of Law, Israel
11.	2015-34	Pallavi Neha Ramalingam	Radzyner School of Law, Israel

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Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Malkajgiri District

SI. No.	Roll No.	Name of the student	Selected University
12.	2016-123	Thota Venkata Anirudh	Samford University, USA
13.	2015-63	Abhijeet Singh Rawaley	Radzyner School of Law, Israel
14.	2016-29	Patti Charith Reddy	Radzyner School of Law, Israel



Sidharth Chauhan, Member, Faculty-Student Exchange Committee



# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JANUARY-APRIL, 2019

The meeting of the Committee comprising of the following was held on September 11, 2018 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester January-April, 2019:

1.	Dr. T.Raghavendra Rao, Assistant Professor	Convenor
2.	Mr. Rajesh Kapoor, Assistant Professor	Member
3.	Mr. Siddharth Chauhan, Assistant Professor	Member
4.	Ms. Prerna Dhoop, Assistant Professor	Member

Twenty four candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester January-April, 2019:

SI. No.	Roll No.	Name of the student	Selected University
1.	2016-113	Vishaka Ramesh	SOAS, London
2.	2016-40	Shagun Bhargava	SOAS, London
3.	2016-98	Samiha Gopal	University of Lucerne, Switzerland
4.	2016-77	Dayaar Singla	Santa Clara University (USA)
5.	2016-31	Prakhar Bhatnagar	Macquarie University, Australia
6.	2015-15	Hardik Subedi	Radzyner School of Law, Israel
7.	2016-24	Manaswita Gupta	Lewis & Clark Law School, USA
8.	2016-50	Swini Nimesh Khara	Samford University, USA
9.	2016-78	Harseerat Kaur	Radzyner School of Law, Israel
10.	2016-47	Sunil Neelakantan	Radzyner School of Law, Israel
11.	2016-53	Varun Venkatesh Dhond	Radzyner School of Law, Israel





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Professor of Law & Redistrar
Professor of Law & Redistrar
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"Justice City". Shameerpet,
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Hyderabad-500 101, Telangana, India.

SI. No.	Roll No.	Name of the student	Selected University
12.	2016-119	Dwiti Subhash Chand Goyal	Radzyner School of Law, Israel
13.	2016-109	Taruni Kavuri	Radzyner School of Law, Israel



Sidharth Chauhan, Member, Faculty-Student Exchange Committee



Prof. (Dr.) K. Vidyullatha Reddy
Professor of Law & Registrar
Professor of Law & Reddy
NALSAR, UNIVERSITY OF LAW
"Justice City'. Shameerpet,
"Justice City'. Shameerpet,
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Molly (101), Telangana, India.
Hyderabad-500 101, Telangana, India.

# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JUNE-OCTOBER, 2019

The meeting of the Committee comprising of the following was held on March 29, 2019 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester June-October, 2019:

1.	Dr. T.Raghavendra Rao, Assistant Professor	Convenor
2.	Mr. Rajesh Kapoor, Assistant Professor	Member
3.	Mr. Siddharth Chauhan, Assistant Professor	Member
4.	Ms. Prerna Dhoop, Assistant Professor	Member

Thirty eight candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester June-October, 2019:

SI. No. Roll No.  1. 2017-13		Name of the student	Selected University  Singapore Management University, Singapore		
		Bhavisha Sharma			
2.	2017-19	Gayatri Gupta	Santa Clara, University		
3.	2017-75	Dhanishta Mukesh Mittal	Macquarie University, Australia		
4.	2017-42	Rhea Reddy Lokesh	University of Lucerne, Switzerland		
5.	2017-15	Charitha K.P	EBS Law School, Germany		
6.	5. 2015-58 Yash Karunakaran		Illinois College of Law, USA		
7.	2017-90	Madhura Karanth	Radzyner School of Law, Israel		
8.	2015-01	Abhishek Babbar	Lewis & Clark Law School, USA		
9.	2017-86	Khushboo Agrawal	Samford University, USA		

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Sidharth Chauhan, Member, Faculty-Student Exchange Committee

Prof. (Dr.) K. Vidyulfatha Reddy
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Medchal-Malkajgiri District
Hyderabad-500 101, Telangana, India.

# MINUTES OF THE MEETING FOR THE SELECTION OF STUDENTS UNDER STUDENT EXCHANGE PROGRAMME FOR THE SESSION JANUARY-APRIL, 2020

The meeting of the Committee comprising of the following was held on September 20, 2019 to review the applications and to make suitable recommendations for the Student Exchange Programme with different Universities for the semester January-April, 2020:

Dr. T.Raghavendra Rao, Assistant Professor
 Mr. Rajesh Kapoor, Assistant Professor
 Mr. Siddharth Chauhan, Assistant Professor
 Member

Twenty-two candidates have applied for the exchange programme against the notification.

The Committee after considering the guidelines, the academic performance and the preferences given by the candidates, recommended the following candidates are selected to study one semester for the University mentioned against each for the semester January-April, 2020.

SI. No.	SI. No. Roll No. Name of the student		Selected University		
1.	2017-103	Saher Naqvi	SOAS, London		
2.	2017-106	Ridhi Rathnakara Shetty	SOAS, London		
3.	2016-110	Chittkrishna Amit Thakkar	University of Lucerne, Switzerland		
4,	2017-118	Yashvardhan Mittal	Santa Clara University (USA)		
5.	2017-38	Prashasti Srivastav	Illinois College of Law, USA		
6.	2017-09	Archita Prawasi	Macquarie University, Australia		
7.	2017-87	Krishna Sumanth	Lewis & Clark Law School, USA		
8.	2016-05	Akshobhya Reddy	Radzyner School of Law, Israel		
9.	2017-20	Gitika Lahiri	Radzyner School of Law, Israel		
10.	2017-07	Apoorv Dixit	Radzyner School of Law, Israel		

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Professor of Law & Registrar
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Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Medchal-Malkajgiri District

SI. No.	Roll No.	Name of the student	Selected University
11.	2017-58	Unnayan Mishra	Radzyner School of Law, Israel
12.	2017-65	Anik Bhaduri	The Buchmann Faculty of Law, Tel Aviv University,

Sidharth Chauhan, Member, Faculty-Student Exchange Committee





Prof. (Dr.) K. Vidyullatha Reddy

Professor of Law & Registrar

Professor of Law & Registrar

NALSAR, UNIVERSITY OF LAW

"Justice City', Shameerpet,

Medchal-Malkajgiri District

Medchal-Malkajgiri District

Hyderabad-500 101, Telangana, India.

# MEMORANDUM OF UNDERSTANDING for 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 staff		0	Studen	t Exchange				
0	Joint research activi	ties and publica	ations	0	Study /	Abroad	***************************************	•••••••••••••••••••••••••••••••••••••••	,
•	Joint conferences meetings	and other a	cademic	•		programs agreement	by	negotiation	and

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)

HYDERABAD

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 (Provest)

Date: 29/10 12

NALS/

Professor Faizan Mustafa

Vice-Chancellor

Date: 09/11/20

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



#### 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

SAR UNIVERSON

# 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

- Macquarie University is a University providing higher education programs in Australia.
- 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.

Prof. (Dr.) K. Vidyullatha Ready
Professor of Law & Registrar
NALSAR, UNIVERSITY OF LAW
"Justice City'. Shameerpet,

Page 1 of 10

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.

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Prof. (Dr.) K. Vidyullatha Reddy Professor of Law & Registrar Professor of Law & Registrar NALSAR, UNIVERSITY OF LAW "Justice City'. Shameerpet, "Justice City'. Shameerpet, Medchal-Malkajgiri District Hyderabad-500 101, Telangana, India.

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# **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.

### 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) v 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;



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"Justice City". Shameerpet,
Medchal-Malkajgiri District

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

#### ACCEPTANCE AND ENROLMENT 5.

#### Acceptance of Host Institutions offer 5.1

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.

#### **Enrolment** 5.2

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

#### **HOME INSTITUTION RESPONSIBILITIES** 6.

#### 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.

#### Advice to Applicants 6.2

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.

#### **Credit for Subjects** 6.3

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.

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#### HOST INSTITUTION RESPONSIBILITIES

#### 7.1 Student Visa

7.

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;
- costs associated with dependents including education and living expenses;
   and
- (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.

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Page 6 of 10

- (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
- (b) Any Exchange Student enrolled at the Host Institution at termination will be allowed to complete their exchange program at the Host Institution.



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Professor of Law & Registrar
Professor of Law & Registrar
NALSAR, UNIVERSITY OF LAW
"Justice City'. Shameerpet,
Medchal-Malkajgiri District
Medchal-Malkajgiri District
Hyderabad-500 101, Telangana, India.

### 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.

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Prof. (Dr.) K. Vidyulla ha Reddy
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# 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.

	of MACQUARIE UNIVERSITY by:-	}	Signature Professor Judyth Sachs
			Deputy Vice Chancellor- Provost
	227		Date: 7 : 13
(	Mark	1954	
	Witness Signature		
	Lorraine Clark	Torontonia Company	
	Witness Name		
	EXECUTED on behalf of NALSAR	)	Smurky
	by:-	)	Signature
			Professor Faizan Mustafa Vice-Chancellor
			Date: 17-12.2012
	Witness Signature		
	Witness Name		
			* *



Prof. (Dr.) K. Vidyullatha Reddy
Professor of Law & Registrar.
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"Justice City'. Shameerpet,
Medchal-Malkajgiri District
Hyderabad-500 101, Telangana, India.

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# 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 <sup>rd</sup> or 4 <sup>th</sup> 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.mq.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 1<sup>st</sup> week of January)
- Deadlines for Student Exchange Applications for semester 2 of the same year:
   30 April (Semester begins in 2<sup>nd</sup> week of June)

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# 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 Jelangana (Agricultural Produce and Livestock) Market (Amendment) Rules, 2016 for the State Telangana.

Prof. (Dr.) K. Vidyullatha Reddy
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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.);

Joint workshop series; Collaborative seminar series;

Jangana, India.

- 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.

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- (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

Date: 16 06 2028

Date:

Jul de





#### **GRANT AGREEMENT**

#### BETWEEN

# **HUMANE SOCIETY INTERNATIONAL: INDIA**

#### AND

#### NALSAR UNIVERSITY OF LAW, HYDERABAD

THIS GRANT AGREEMENT (this "Agreement") is made by and between

HUMANE SOCIETY INTERNATIONAL:INDIA, a not-for-profit company registered under the Companies Act, 1956, having its registered office at Shop No.39, Shreeji Shopping Arcade, Sheth Gopalji Hemraj High School Compound, M.G.Road, Borivali(E) Mumbai Mumbai City MH 400066, India, represented by its Managing Director, Alokparna Sengupta (hereinafter referred to as "HSI:INDIA" or "Grantor", which expression shall, whenever the context so permits, mean and include its successors-in-interest, successors-in-title, assigns and administrators) of the ONE PART; and

NALSAR UNIVERSITY OF LAW, HYDERABAD, a University formed and existing under the laws of Telengana, India (originally Andhra Pradesh when NALSAR was established), whose address is NALSAR University of Law Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad 500078, Telangana, India ("Grantee") of the OTHER PART.

Grantor and Grantee are referred to herein collectively as the "Parties" and each individually as a "Party". This Agreement shall be effective as of the last date of signature of the Parties (the "Effective Date").

WHEREAS, Grantor is a non-profit organization established in India and an affiliate of Humane Society International, which is amongst the largest animal protection organization in the world and Grantor's primary objective is to promote the humane treatment of animals in India and elsewhere and to foster respect, understanding, and compassion for all creatures through public education, awareness and direct animal care programs;

WHEREAS, Grantee is an educational institution that promotes extensive research in areas of law through its research centers and through the Animal Law Center, shall conduct and facilitate research on the subjects of factory farming and related issues;

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Registered Office: Shop No:39,

Shop No:39, Shreeji Shopping Arcade, Sheth Gopalji Hemraj High School Compound, M.G. Road, Borivali (E) Mumbai - 400066

CIN No: U93030MH2012NPL237151

Correspondence Address: 8-2-332/5/1, Road no:3 Baniara Hills

Hyderabad – 500034 Telangana, India

Contact No. 040 23552601/02 Email Id: india@hsi.org



WHEREAS, Grantee has requested a grant from Grantor for the specific purposes described in Grantee's request; and

WHEREAS, Grantor, pursuant to interaction and discussion with the Grantee, desires to provide a grant to Grantee to conduct charitable, scientific, social welfare, environmental protection or educational activities on the terms and subject to the conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. Grant Award. Grantor hereby awards a grant in the amount of Rupees Thirty Five Lakhs (Rs.14,64,000) (the "Grant") [, which is equivalent to 19,909 United States Dollars\*] to Grantee to be used exclusively for the purposes described in Annex I attached hereto and forming an integral part hereof (the "Project"), for a 12 month-period commencing on the Effective Date (the "Support Period").

The Grantor shall disburse the Grant in one lump sum within forty-five (45) days of the Effective date of this Agreement

Payment shall be made to the following bank account of Grantee:

Account Name: REGISTRAR, NALSAR CENTRE FOR ANIMAL LAW TRAINING

**PROGRAMME** 

Bank Name:

Indian Bank

Bank Branch:

Shameerpet Bank Address: Shameerpet, Ranga Reddy Dist.-500 078

Account Number:

6583207713

IFSC Code:

IDIB000S166

Any change with respect of the account details of the Grantee shall be notified to the Grantor in writing promptly and, in any event, not less than thirty (30) days prior to the next scheduled disbursement.

Use of Grant Funds. The Grant, including any interest earned thereon, shall be used only for the purpose(s) stated in this Agreement, and the Grantee agrees to so designate the funds in Grantee's records.

The Grantee agrees, and represents and warrants to Grantor, that:

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Correspondence Address: 8-2-332/5/1, Road no:3 Banjara Hills Hyderabad - 500034 Telangana, India Contact No. 040 23552601/02 Email Id: india@hsi.org





- a. The Grantee is duly organized as a legal entity in the jurisdiction referenced in the introductory paragraphs of this Agreement and is presently in good standing in its jurisdiction of organization.
- b. The Grant shall be used exclusively for purposes and activities that are charitable, educational or scientific (or as provided under law and section 8 of the Companies Act, 2013).
- c. The Grantee shall not engage in any activity on behalf of Grantor that jeopardizes Grantor's status as a non-profit charity qualified to receive tax-deductible contributions. No part of this Grant may be used, directly or indirectly to influence legislation at any level of government, either through efforts to influence legislators themselves or through efforts to influence the views of your members or the general public on legislative matters. No payments under this Agreement shall be used, directly or indirectly, (i) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office or any political party or (ii) to carry on any lobbying activities.
- d. The Grantee is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, or groups subject to Office of Foreign Asset Control ("OFAC") sanctions, or, in the case of a Grantee that is not a U.S. person, that it does not deal with any individuals, entities, or groups subject to OFAC sanctions or any other persons known to the Grantee to support terrorism or to have violated OFAC sanctions or any similar publicly disclosed terrorist or terrorism-related sanctions of other nations or with those organizations, individuals, entities or groups which have been banned by The Ministry of Home Affairs, Government of India, relating to terrorist activities
- e. The Grantee shall not engage in any activity using the Grant that could jeopardize Grantor's status as a nonprofit charity qualified to receive tax-deductible contributions under the Income Tax Act, 1961 and its Rules as applicable.
- f. The Grantee shall be responsible for securing all necessary governmental approvals of the Grant and making any necessary government filings.
- g. The Grantee will be responsible for paying any tax liability arising from its receipt of the Grant.
- h. The Grantee shall be fully liable for the consequences of any errors or omissions and for any liabilities incurred and damage caused in carrying out the Project or any activity using the Grant or performing its other obligations under this Agreement.

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i. The Grantee shall use its best efforts to comply with the Grantor's food policy, as stated in this section 2.h., with respect to all events, functions, meetings and gatherings from small catered lunches to gala events and conferences that are sponsored or paid in full or in part by the Grantor, either solely or in cooperation with the Grantee or any other organizations or persons. Grantor's food policy requires that at all such events described in the preceding sentence where food is made available – the food should be vegan (vegan foods contain no animal products including any forms of meat, poultry, fish, shellfish, eggs, dairy products, and animal by-products such as gelatin, rennet, and whey). In rare circumstances where this is not possible, the Grantee should strive to purchase or serve only products that do not come from factory farms and are certified by Global Animal Partnership (GAP) or another reputable animal welfare program whenever possible, and should also have vegan options available. In all cases, whenever possible, food should be organic and locally grown/raised, and signs should be used to identify vegan, vegetarian and GAP-certified foods. Grantor's food policy reflects its belief that we have a shared responsibility to align our spending on food and meals with our

organizational values and that we should strive to observe the highest ethical standards when it comes to our consumption practices. Grantor advocates compassionate eating via the Three Rs: "reducing" or "replacing" consumption of animal products, and "refining" our diets by choosing products from sources adhering to higher animal welfare standards.

3. Compliance with Applicable Laws. Grantee shall comply with all applicable laws and regulations in the countries in which it undertakes activity in connection with the Grant. In particular, Grantee shall comply and shall ensure that each of its personnel and subcontractors complies with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act and all comparable local anti-corruption laws in connection with this Agreement. Specifically, Grantee warrants, represents and covenants to Grantor that Grantee (and each of its personnel, agents and subcontractors) has not and shall not make, promise or offer to make any payment or transfer of anything of value directly or indirectly: (i) to any Government Official (as defined below) or to an intermediary for payment to any Government Official; (ii) to any political party; or (iii) any other person for the purpose of improperly influencing any act or decision of such official, political party or person or in order to secure an improper advantage in obtaining or retaining business. Grantee also warrants, represents and covenants to Grantor that Grantee (and each of its personnel, agents and subcontractors) shall not accept anything of value from any third party seeking to influence any act or decision of Grantee or in order to secure any improper advantage. "Government official" is defined as any employee or officer of a government of a country, state or region, including any federal, regional or local government or department, agency, enterprise owned or controlled by the such government, any

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official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office.

4. Control of Grant Funds. Grantee acknowledges and represents that it is accepting the Grant for its own account and not as an agent for any other organization or person, and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Agreement are met. The terms of the Grant do not prohibit Grantee from distributing all or a portion of the proceeds of the Grant to another organization, so long as any such distribution is made exclusively in furtherance of the charitable purposes for which the Grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of the Grant to another organization. Grantee agrees to control the process by which

any other organization is selected to receive any such proceeds, and shall be solely responsible for the selection of any such organization.

5. Reporting. Grantee shall furnish Grantor with quarterly written reports addressing all points listed below ("Progress Reports"). These Progress Reports will supply sufficient information for Grantor to determine that the Grant is being used for the purposes intended and for Grantor to fulfill its own public reporting responsibilities.

Progress reports are designed to provide periodic assessments of activities being supported by the Grant. A Progress Report shall be submitted (a) within ten (10) calendar days of the end of each calendar /calendar quarter and (b) within thirty (30) calendar days of the end of the Support Period or earlier termination of the Agreement or cancellation of the Grant, and shall in each case include the following information:

- A summary of receipts and expenditures. Each report shall provide an itemized statement of costs incurred by Grantee in performance of this Agreement.
- A description of work conducted by Grantee during the period in pursuit of the purposes of the Grant described in Annex I.
- An evaluation of the impact and results of work undertaken and an assessment of progress that has been made in meeting stated goals, together with any problems that have arisen with a description of measures that have or will be put in place to address them.
- A description and explanation of any changes in the nature, methodology, and/or objectives as presented in the initial grant request.

The Progress Reports shall be in substantially the format set out Annex III hereto, and be in form and substance satisfactory to the Grantor.

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Grantee shall keep systematic records of all expenditures relating to the Grant and the performance of this Agreement for a period of five (5) years from the termination date of this Agreement, or for any longer period required by applicable law, whichever is later. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this Agreement available to or its designated representatives, auditors, or legal counsel Grantor during such period.

Grantor may, at its own expense, monitor, examine or audit Grantee's records related to the Grant and the activities supported therewith.

- 6. No Reliance on Future Funding. Grantee acknowledges that neither Grantor nor any of its representatives have made any actual or implied promise of funding beyond the amounts specified in the Agreement. Continued or additional funding can only be obtained through submission of additional grant requests in accordance with Grantor's policies and guidelines.
- 7. Unexpended Funds/Reimbursement of Funds. Any portion of the payments made under this Agreement not expended at the termination of the Support Period, or earlier termination of the Agreement or cancelation of the Grant, for purposes permitted under this Agreement must be returned to Grantor within forty-five (45) days of the termination date.

Grantee shall promptly, upon Grantor's request, repay to Grantor any money incorrectly paid to Grantee either as a result of an administrative error or otherwise.

Grantee shall immediately provide Grantor with written notification in the event of: (a) an inability to expend the Grant, or any portion thereof, for the intended purpose(s); and (b) any expenditure made from Grant funds for any purpose other than those for which the Grant is intended, as specified in Annex I hereto.

**8. Publicity.** Grantor may publicly refer to Grantee orally and in writing, including on Grantor's website and marketing materials, as a grantee of Grantor and may use Grantee's logo for such purposes. Grantee also agrees to Grantor's issuance of a mutually acceptable press release announcing the Grant.

Prior to public release, all materials concerning the Grant or Grantor or acknowledging Grantor's support that are produced by Grantee must be approved by Grantor, including in public statements, reports, and other print and online publications. Grantee does not, and shall not, serve as a spokesperson for Grantor in the media, with government officials, other organizations or otherwise. Any public materials developed by Grantee that reference or quote Grantor also must be reviewed by and coordinated with

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Grantor, with the final version approved in writing by Grantor. The Grantee shall not be entitled to use the name, logo or other identifying mark of Grantor or any of its affiliates, without the Grantor's prior written consent to each such usage.

This Section 8 shall survive the termination of this Agreement.

9. Intellectual Property. Work product consists of the deliverables and other materials, including drafts thereof, prepared, conceived, developed, produced, created, obtained or compiled by Grantee, whether alone or jointly with others, in connection with or pursuant to this Agreement ("Work Product"). Grantee represents and warrants to Grantor that the Work Product is the original Work Product of Grantee or of its subcontractors or subgrantees, if any, and that it does not infringe any third party's intellectual property rights. Grantee hereby grants to Grantor, and agrees to obtain from any subcontractors or subgrantees, a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable license, to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from, and otherwise disseminate, in whole or in part, any or all of the Work Product.

Grantee hereby grants to Grantor and its successors and assigns a royalty-free, unrestricted, worldwide perpetual license and release to reproduce and permission to record, use, publish and distribute any recordings (whether photograph, audio, video, streaming or otherwise) of any activities financed under this Agreement.

This Section 9 shall survive the termination of this Agreement.

- 10. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor and its officers, directors, employees, agents, affiliates and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to: (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, sub-contractors, sub-grantees or consultants in connection with the performance of its obligations under this Agreement. This Section 10 shall survive the termination of this Agreement.
- 11. Subcontractors and Subgrantees. Grantee agrees that, if it engages subcontractors or subgrantees to help carry out the project funded by the Grant, it shall use its best efforts to ensure that such subcontractors and subgrantees are bound by this Agreement. At a minimum, Grantee shall notify subcontractors and subgrantees in writing of the following requirements: (a) subcontractors and subgrantees are prohibited from using names, logos, or other marks owned by

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Prof. (Dr.) K. Vidyullatha Reddy Professor of Law & Registrar NALSAR, UNIVERSITY OF LAW "Justice City'. Shameerpet, Medchal-Malkajgiri District

Hyderabad-500 101, Telangana, India.



or associated with Grantor for any purpose without Grantor's prior written consent; (b) if applicable, subcontractors and subgrantees shall grant Grantor a license to any Work Product it creates (as set forth in Section 9 above); (c) subcontractors and subgrantees shall comply with Sections 2 and 3 above in the performance of the work related to the Grant; and (d) subcontractors and subgrantees shall not disclose or use information about Grantor for purposes other than performing the work related to the Grant.

- 12. Relationship of the Parties. Grantor and Grantee are independent parties. This Agreement shall not create any partnership or joint venture between Grantor and Grantee, nor any relationship of principal and agent, or employer and employee, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party or to represent the other Party in any capacity.
- 13. Termination, Postponement and Cancellation. Grantor may, in its sole discretion, terminate, postpone or cancel any or all Grant payments:- (A) if: (1) Grantee fails to complete and/or make satisfactory progress toward the Grant's purpose(s) or submit timely reports; (2) Grantee's grant request or any required report is inaccurate in any material respect; (3) Grantee substantially fails to perform any of its duties required by the terms of this Agreement; or (4) Grantee has a substantial unexpended balance of Grant funds on hand; and (B) to: (1) protect the purposes and objectives of the Grant or any other charitable interest of Grantor; or (2) comply with the requirements of any law or regulation applicable to the Grantee, the Grantor or the Grant.
- 14. Focal Points. Each Party agrees to designate a focal point for the coordination of activities and tasks under this Agreement as follows:
  - a. For Grantor: Alokparna Sengupta

Managing Director, HSI/India

8-2-332/5/1, Road No.03, Banjara Hills

Hyderabad - 500034

asengupta@hsi.org, +91 98490 94113

b. For Grantee: Vivek Mukherjee

Assistant Professor

NALSAR University of Law, Hyderabad

Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad - 500078, Telangana.

vivek.mukherjee@outlook.com; +919398122676

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CIN No: U93030MH2012NPI 237151

Correspondence Address: 8-2-332/5/1, Road no:3 Banjara Hills Hyderabad – 500034 Telangana, India Contact No. 040 23552601/02 Email Id: india@hsi.org





15. Notices. All notices and other communications required to be given pursuant to this Agreement must be delivered personally or by confirmed electronic mail or by a recognized overnight courier service to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to Grantor:

Humane Society International: India

8-2-332/5/1, Road No.03, Banjara Hills

Hyderabad- 500034

India

Attn: Alokparna Sengupta

Email Address: asengupta@hsi.org

If to Grantee:

NALSAR University of Law

Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad - 500078, Telangana. Attn: Prof. Faizan Mustafa

Email Address: vc@nalsar.ac.in

- 16. Assignment. Grantee may not assign this Agreement, in whole or in part, without Grantor's prior written consent.
- 17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of Grantor and Grantee and their respective successors, and is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary or otherwise, and nothing herein, express or implied, shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever. This Section 17 shall survive the termination of this Agreement.
- 18. Entire Agreement, Severability, Amendment and Waiver. This Agreement is the entire agreement between the Parties and supersedes any prior oral or written agreements or communications between the Parties regarding its subject matter. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Agreement may be amended only by a mutual written agreement of the Parties. A waiver or failure to enforce any provision of this Agreement

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on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

# 19. Governing Law; Dispute Resolution.

- a. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws doctrines.
- b. The Parties shall make every effort to resolve any disagreement, dispute, controversy or claim arising between them under or in connection with this Agreement or the breach, termination or invalidity thereof amicably by direct informal negotiation. The Party asserting the existence of a disagreement, dispute, controversy or claim shall, promptly upon becoming aware of the same, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the such disagreement, dispute, controversy or claim, and shall also provide such other information about the such disagreement, dispute, controversy or claim as the other Party may reasonably require.
- c. If, forty-five (45) days after the date the Notice of Dispute has been given, the Parties have been unable to amicably resolve the dispute, disagreement, controversy or claim either Party may initiate arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 and as amended from time to time.
- d. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the Parties. If the parties are not able to agree on sole arbitrator within thirty (30) days from the receipt of a request for arbitration by either party, then either Party may take steps for appointment of arbitrator under the Arbitration and Conciliation Act, 1996 and as amended from time to time.
- e. The seat of arbitration shall be Mumbai, India. Solely with respect to interim measures prior to commencement of arbitration and appointment of arbitrator under Section 11of the Arbitration and Conciliation Act, the courts at Mumbai alone shall have the jurisdiction.
- f. The language to be used in the arbitral proceedings shall be English.
- g. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.
- h. The provisions of this Section 19 shall survive the termination of this Agreement.
- 20. Grantee's Authority. Grantee represents and warrants that (a) Grantee has the corporate, statutory, or other power and authority to enter into this Agreement and to perform Grantee's obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder shall constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

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21. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

For Grantor, HUMANE SOCIETY INTERNATIONAL :INDIA For Grantee,
NALSAR UNIVERSITY OF LAW,
HYDERABAD

ALOKPARNA SENGUPTA MANAGING DIRECTOR 11<sup>th</sup> September, 2020\_\_ NAME:

DESIGNATION

Witnesses:

1

2

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# ANNEX I

### **GRANT PURPOSE**

### Part 1

The purpose of this Grant is to facilitate collaboration between the Parties to promote awareness, research and other activities with respect to factory farming of animals in the country through funding provided by HSI: India for the research and related activities to be conducted through the Animal Law Center at NALSAR in the manner detailed in Part 2 below.

#### Part 2

- 1) Employment and engagement of two (2) research associates and one (1) coordinator to carry out the objectives and functions, each with terms of reference, skills, experience and qualifications acceptable to HSI:India
- 2) Research on issues related to farm animal protection issues including factory farming of poultry, cattle, fish in India
- 3) Collection of statistical data, to document proof of theoretical research
- 4) Publication of findings from research conducted
- 5) Conduct seminars and guest lecture talks on topics related to factory farming and animal law; and
- 6) Expand courses on animal law including topics on farm animal protection across the country
- 7) Conduct legal trainings amongst a variety of stakeholders responsible for farm animal welfare
- 8) such other related areas as may be agreed in writing between the Parties.

NALSAR will be responsible for providing, at its own costs, the two (2) research associates and the one (1) coordinator with accommodation facilities, internet facilities, office premises and any such other facilities that are required to carry out their functions in furtherance of accomplishing the purposes of this Agreement.

For the avoidance of any doubt, each Party acknowledges and agrees that nothing contained in this Agreement shall be construed as establishing or creating any relationship between HSI:INDIA, on the one hand, and any of the research associates or the coordinator, on the other hand, or create any direct payment obligations on the part of HSI:India in favor of the research associates or the coordinator. Neither of the research associates nor the coordinator shall, for any purposes, be regarded as an employee or staff member or independent contractor of HSI:INDIA. Accordingly, NALSAR hereby agrees that: (1) HSI:INDIA shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of either of the research associates or the coordinator, (2) NALSAR shall have sole responsibility with respect to any tax and/or social security and/or employment or services-related filings

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Mumbai - 400066
CIN No: U93030MH2012NPL237151

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or payments and (3) HSI:INDIA shall have no responsibility whatsoever for any insurance coverage or compensation for any medical expenses that any of the research associates nor the coordinator may incur, whether related to the performance of activities funded with the Grant or otherwise.

# **GRANT BUDGET**

# ANNEX II

2020- 2021 (for 12-	S.No.	Item	Quantity	Renumeration (Monthly in INR)	Number of Payments	Renumeration (Yearly in INR)
month		-				
period)						T 11
	1.	Coordinator	1	20,000	. 12	2,40,000
	2.	Research	2	82,000	12	9,84,000
		Associates			8	8)
		(INR 42,000/-		15	5.3	
		for RA#1 and	-			at at
		40,000 for	17			
		RA#2)				l l
4) 70	3.	Administrative	-	10,000	12	1,20,000
	21	Expenditure				
	4.	Interns		10,000	12	1,20,000
	13	TOTAL		1,25,000		14,64,000
		TOTAL	8			14,64,000
		GRANT			2	

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# ANNEX III Progress Report Template

Date:	
Period covered:	
Prepared by:	
Preparer's phone number:	*
Preparer's email address:	

- A summary of receipts and expenditures. Attaching an itemized statement of costs incurred by Grantee in performance of this Agreement.
- A description of work conducted by Grantee during the period in pursuit of the purposes of the Grant described in Annex I.
- An evaluation of the impact and results of work undertaken and an assessment of progress that
  has been made in meeting stated goals, together with any problems that have arisen with a
  description of measures that have or will be put in place to address them.
- A description and explanation of any changes in the nature, methodology, and/or objectives as presented in the initial grant request.

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Correspondence Address: 8-2-332/5/1, Road no:3 Banjara Hills Hyderabad – 500034 Telangana, India Contact No. 040 23552601/02 Email Id: india@hsi.org

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Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

For Grantor,

HUMANE SOCIETY INTERNATIONAL

:INDIA

ALOKPARNA SENGUPTA

MANAGING DIRECTOR 11th September, 2020

Witnesses:

2

For Grantee,

NALSAR UNIVERSITY OF LAW, HYDERABAD

NAME: PROF. FAIZAN MUSTAFA
DESIGNATION: VILE-CHANCELLOR
24th September, 2020

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



# GRANT AGREEMENT BETWEEN HUMANE SOCIETY INTERNATIONAL

AND

# NALSAR UNIVERSITY OF LAW, HYDERABAD

THIS GRANT AGREEMENT (this "Agreement") is made by and between

HUMANE SOCIETY INTERNATIONAL (HSI), a not-for-profit corporation established under the laws of the District of Columbia, with its headquarters at 1255 23<sup>rd</sup> Street NW, Suite 450, Washington DC 20037, UNITED STATES OF AMERICA ("Grantor"), and

NALSAR UNIVERSITY OF LAW, HYDERABAD, a university formed and existing under the laws of Telangana, India, whose address is NALSAR University of Law Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad - 500078, Telangana, India ("Grantee").

Grantor and Grantee are referred to herein collectively as the "Parties" and each individually as a "Party". This Agreement shall be effective as of the last date of signature of the Parties (the "Effective Date").

WHEREAS, Grantor is a nonprofit corporation organized and operated for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of the United States ("Code"), whose primary objective is to promote the humane treatment of animals worldwide and to foster respect, understanding, and compassion for all creatures through public education, awareness and direct animal care programs.

WHEREAS, Grantee is an educational institution that promotes extensive research through its research centers and the Animal Law Center, on the subjects of factory farming and related issues.

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HSI Grant Agreement Template (2022)

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WHEREAS, Grantee has requested a grant from Grantor for the specific purposes described in Grantee's request; and

WHEREAS, Grantor desires to provide a grant to Grantee to conduct charitable, scientific, or educational activities on the terms and subject to the conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. Grant Award. Grantor hereby awards a grant in the amount of Fifteen Lakh Indian Rupees (1,500,000 INR) (the "Grant")\* to Grantee to be used exclusively for the purposes described in Annex I attached hereto and forming an integral part hereof (the "Project") for a 12 month-period commencing on the Effective Date (the "Support Period").

The Grantor shall disburse the Grant in full in one lump sum within thirty (30) days of the Effective Date of this Agreement.

All requests for disbursements shall be submitted by Grantee by e-mail to ap@hsus.org. Disbursements shall be made by wire transfer or ACH to the bank account of Grantee specified to Grantor by Grantee in the disbursement request. In the event of any return fees or other bank charges resulting from the bank account information specified by the Grantee being incorrect or incomplete, or the Grantee's failure to promptly notify HSI of a change in bank account, the cost of such fees and charges will be borne by Grantee. HSI shall not be liable for any fees or charges imposed by the receiving bank, which shall be borne by Grantee.

2. Use of Grant Funds. The Grant, including any interest earned thereon, shall be used only for the purpose(s) stated in this Agreement, and the Grantee agrees to so designate the funds in Grantee's records.

\* Which is approximately 20,000 United States Dollars at the exchange rate of 1 USD to 75 INR.

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The Grantee agrees, and represents and warrants to Grantor, that:

- a. The Grantee is duly organized as a legal entity in the jurisdiction referenced in the introductory paragraphs of this Agreement and is presently in good standing in its jurisdiction of organization.
- b. The Grant shall be used exclusively for purposes and activities that are charitable, educational or scientific (within the meaning Section 501(c)(3) of the Code).
- c. No payments under this Agreement shall be used, directly or indirectly, to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or any political party, including the publishing or distribution of statements.
- d. No payments under this Agreement shall be used, directly or indirectly to carry on any lobbying activities to influence (in support of or in opposition to) legislation at any level of government, either through efforts to influence legislators or any official in a public function themselves or through efforts to influence the views of your members or the general public on legislative matters, within the meaning of Section 501(c)(3) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act ("LDA"). Grantee represents that it is not established, financed, maintained, or controlled by a "covered official" under the LDA.
- e. The Grantee shall not engage in any activity using the Grant that could jeopardize Grantor's status as a nonprofit charity qualified to receive tax-deductible contributions under sections 501(c)(3) and 170(b)(1)(A)(vi) of the Code.
- f. The Grantee shall be responsible for securing all necessary governmental approvals of the Grant and making any necessary government filings.
- g. The Grantee will be responsible for paying any tax liability arising from its receipt of the Grant.

HSI Grant Agreement Template (2022)

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- h. The Grantee shall be fully liable for the consequences of any errors or omissions and for any liabilities incurred and damage caused in carrying out the Project or any activity using the Grant or performing its other obligations under this Agreement.
- The Grantee shall use its best efforts to comply with the Grantor's food policy, as stated in this section 2.i., with respect to all events, functions, meetings and gatherings from small catered lunches to gala events and conferences that are sponsored or paid in full or in part by the Grantor, either solely or in cooperation with the Grantee or any other organizations or persons. Grantor's food policy requires that at all such events described in the preceding sentence where food is made available - the food should be vegan (vegan foods contain no animal products including any forms of meat, poultry, fish, shellfish, eggs, dairy products, and animal by-products such as gelatin, rennet, and whey). In rare circumstances where this is not possible, the Grantee should strive to purchase or serve only products that do not come from factory farms whenever possible and should also have vegan options available. In all cases, whenever possible, food should be organic and locally grown/raised, and signs should be used to identify vegan and vegetarian foods. Grantor's food policy reflects its belief that we have a shared responsibility to align our spending on food and meals with our organizational values and that we should strive to observe the highest ethical standards when it comes to our consumption practices. Grantor advocates compassionate eating via the Three Rs: "reducing" or "replacing" consumption of animal products, and "refining" our diets by choosing products from sources adhering to higher animal welfare standards.
- j. Grantee shall be responsible for providing, at its own costs, internet facilities, office premises and any such other facilities, equipment, supplies and other materials and resources that are required to carry out its functions in furtherance of accomplishing the purposes of this Agreement.
- 3. Compliance with Applicable Laws.
- Grantee shall comply with all applicable laws and regulations in the countries in which it 3.1 undertakes activities in connection with the Grant.
- 3.2 The Grantee is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, or groups subject to Office of Foreign Asset Control ("OFAC") sanctions, or, in the case of a Grantee that is not a U.S. person,

HSI Grant Agreement Template (2022)

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that it does not deal with any individuals, entities, or groups subject to OFAC sanctions or any other persons known to the Grantee to support terrorism or to have violated OFAC sanctions or any similar publicly-disclosed terrorist or terrorism-related sanctions of other nations.

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- 3.3 Grantee shall comply and shall ensure that each of its personnel and subcontractors complies with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and all comparable local anti-corruption laws in connection with this Agreement. Specifically, Grantee warrants, represents and covenants to Grantor that Grantee (and each of its personnel, agents and subcontractors) has not and shall not make, promise or offer to make any payment or transfer of anything of value directly or indirectly: (i) to any Government Official (as defined below) or to an intermediary for payment to any Government Official; (ii) to any political party; or (iii) any other person for the purpose of improperly influencing any act or decision of such official, political party or person or in order to secure an improper advantage in obtaining or retaining business. Grantee also warrants, represents and covenants to Grantor that Grantee (and each of its personnel, agents and subcontractors) shall not accept anything of value from any third party seeking to influence any act or decision of Grantee or in order to secure any improper advantage. "Government official" is defined as any employee or officer of a government of a country, state or region, including any federal, regional or local government or department, agency, enterprise owned or controlled by such government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office.
- 4. Control of Grant Funds. Grantee acknowledges and represents that it is accepting the Grant for its own account and not as an agent for any other organization or person and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Agreement are met. The terms of the Grant do not prohibit Grantee from distributing all or a portion of the proceeds of the Grant to another organization, so long as any such distribution is made exclusively in furtherance of the charitable purposes for which the Grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of the Grant to another organization. Grantee agrees to control the process by which any other organization is selected to receive any such proceeds and shall be solely responsible for the selection of any such organization.
- 5. Reporting. Grantee shall furnish Grantor with monthly written reports addressing all points listed below ("Progress Reports"). These Progress Reports will supply sufficient

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information for Grantor to determine that the Grant is being used for the purposes intended and for Grantor to fulfill its own public reporting responsibilities.

Progress reports are designed to provide periodic assessments of activities being supported by the Grant. A Progress Report shall be submitted (a) within ten (10) calendar days of the end of each calendar month and (b) within thirty (30) calendar days of the end of the Support Period or earlier termination of the Agreement or cancellation of the Grant, and shall in each case include the following information:

- A summary of receipts and expenditures. Each report shall provide an itemized statement
  of costs incurred by Grantee in performance of this Agreement.
- A description of work conducted by Grantee during the period in pursuit of the purposes of the Grant described in Annex I.
- An evaluation of the impact and results of work undertaken and an assessment of progress
  that has been made in meeting stated goals, together with any problems that have arisen
  with a description of measures that have or will be put in place to address them.
- A description and explanation of any changes in the nature, methodology, and/or objectives
  as presented in the initial grant request.

The Progress Reports shall be in substantially the format set out Annex II hereto and be in form and substance satisfactory to the Grantor.

Grantee shall keep systematic records of all expenditures relating to the Grant and the performance of this Agreement for a period of five (5) years from the termination date of this Agreement. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this Agreement available to or its designated representatives, auditors, or legal counsel Grantor during such period.

Grantor may, at its own expense, monitor, examine or audit Grantee's records related to the Grant and the activities supported therewith.

6. No Reliance on Future Funding. Grantee acknowledges that neither Grantor nor any of its representatives have made any actual or implied promise of funding beyond the amounts

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NALSAR, UNIVERSITY OF LAW
"Justice City'. Shameerpet,
Medchal-Malkajgiri District
Hyderabad-500 101, Telangana, India.

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specified in the Agreement. Continued or additional funding can only be obtained through submission of additional grant requests in accordance with Grantor's policies and guidelines.

7. Unexpended Funds/Reimbursement of Funds. Any portion of the payments made under this Agreement not expended at the termination of the Support Period, or earlier termination of the Agreement or cancelation of the Grant, for purposes permitted under this Agreement must be returned to Grantor within forty-five (45) days of the termination date.

Grantee shall promptly, upon Grantor's request, repay to Grantor any money incorrectly paid to Grantee either as a result of an administrative error or otherwise.

Grantee shall immediately provide Grantor with written notification in the event of: (a) an inability to expend the Grant, or any portion thereof, for the intended purpose(s); and (b) any expenditure made from Grant funds for any purpose other than those for which the Grant is intended, as specified in Annex I hereto.

8. Publicity. Grantor may publicly refer to Grantee orally and in writing, including on I Grantor's website and marketing materials, as a grantee of Grantor and may use Grantee's logo for such purposes. Grantee also agrees to Grantor's issuance of a mutually acceptable press release announcing the Grant.

Prior to public release, all materials concerning the Grant or Grantor or acknowledging Grantor's support that are produced by Grantee must be approved by Grantor, including in public statements, reports, and other print and online publications. Grantee does not, and shall not, serve as a spokesperson for Grantor in the media, with government officials, other organizations or otherwise. Any public materials developed by Grantee that reference or quote Grantor also must be reviewed by and coordinated with Grantor, with the final version approved in writing by Grantor. The Grantee shall not be entitled to use the name, logo or other identifying mark of Grantor or any of its affiliates, without the Grantor's prior written consent to each such usage.

This Section 8 shall survive the termination of this Agreement.

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9. Intellectual Property. Work product consists of the deliverables and other materials, including drafts thereof, prepared, conceived, developed, produced, created, obtained or compiled by Grantee, whether alone or jointly with others, in connection with or pursuant to this Agreement ("Work Product"). Grantee represents and warrants to Grantor that the Work Product is the original Work Product of Grantee or of its subcontractors or subgrantees, if any, and that it does not infringe any third party's intellectual property rights. Grantee hereby grants to Grantor, and agrees to obtain from any subcontractors or subgrantees, a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable license, to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from, and otherwise disseminate, in whole or in part, any or all of the Work Product.

Grantee hereby grants to Grantor and its successors and assigns a royalty-free, unrestricted, worldwide perpetual license and release to reproduce and permission to record, use, publish and distribute any recordings (whether photograph, audio, video, streaming or otherwise) of any activities financed under this Agreement.

This Section 9 shall survive the termination of this Agreement.

10. Data Protection. Grantor may hold and process, both electronically and manually, personal data or personal information relating to Grantee and its employees, agents, representatives and contractors, as necessary for the performance of this Agreement and for other lawful processing reasons. The personal data or personal information will be stored for the duration of this Agreement and after for the time necessary to comply with Grantor's data retention policies and to meet Grantor's legal responsibilities. Grantor may make the personal data available to: (i) Grantor's affiliates, (ii) third parties to process personal data on our behalf for the purposes set out above where we have taken reasonable steps to ensure that such data is processed securely, and (iii) regulatory authorities or as may otherwise be required by law. Grantor may transfer some or all of the personal data or information to countries outside of India, including to the United States. Countries outside of India may not have data protection laws as comprehensive as those existing in India. Grantor will take reasonable steps to ensure that an adequate level of protection is in place in relation to the transfer and processing of such personal data outside of India by the parties referenced under (i) and (ii) above. By entering into this Agreement, Grantee is deemed to have been notified about the purposes for and the manner in which Grantor will use personal data or

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personal information relating to Grantee and its employees, agents, representatives and contractors.

11. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor and its officers, directors, employees, agents, affiliates and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to: (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement.

This Section 11 shall survive the termination of this Agreement.

- subgrantees to help carry out the project funded by the Grant, it shall use its best efforts to ensure that such subcontractors and subgrantees are bound by this Agreement. At a minimum, Grantee, shall notify contractors and subgrantees in writing of the following requirements: (a) contractors and subgrantees are prohibited from using names, logos, or other marks owned by or associated with Grantor for any purpose without Grantor's prior written consent; (b) if applicable, contractors and subgrantees shall grant Grantor a license to any Work Product it creates (as set forth in Section 9 above); (c) contractors and subgrantees shall comply with Sections 2 and 3 above in the performance of the work related to the Grant; and (d) contractors and subgrantees shall not disclose or use information about Grantor for purposes other than performing the work related to the Grant.
- Agreement shall not create any partnership or joint venture between Grantor and Grantee, nor any relationship of principal and agent, or employer and employee, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party or to represent the other Party in any capacity; and neither shall anything contained in this Agreement be construed as establishing or creating any relationship of principal and agent or employer and employee or contracting parties between Grantor, on the one hand, and any individual whose remuneration is funded, in whole or in part, by the Grant;, on the other hand. Accordingly, Grantee hereby acknowledges and agrees that: (1) Grantor shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of Grantor or any individual whose remuneration is funded, in whole or in part, by the Grant; (2) Grantee shall have sole responsibility with respect to any and all remuneration, tax and/or social security and/or employment or services-related filings or Page 10 of 18

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payments in connection with Grantee's activities under this Grant and with respect to all individuals whose remuneration is funded, in whole or in part, by the Grant, and (3) Grantor shall have no responsibility whatsoever for any insurance coverage or compensation for any medical expenses that any employee, staff or agent of Grantee (including, without limitation, any individual whose remuneration is funded, in whole or in part, by the Grant) may incur, whether related to the performance of activities funded with the Grant or otherwise.

- Termination, Postponement and Cancellation. Grantor may, in its sole discretion. terminate, postpone or cancel any or all Grant payments: (1) if Grantee fails to complete and/or make satisfactory progress toward the Grant's purpose(s) or submit timely reports; (2) if Grantee's grant request or any required report is inaccurate in any material respect; (3) if Grantee substantially fails to perform any of its duties required by the terms of this Agreement; (4) if Grantee has a substantial unexpended balance of Grant funds on hand; (5) to protect the purposes and objectives of the Grant or any other charitable interest of Grantor; or (6) to comply with the requirements of any law or regulation applicable to the Grantee, the Grantor or the Grant,
- Focal Points. Each Party agrees to designate a focal point for the coordination of activities 15. and tasks under this Agreement as follows:
  - a. For Grantor:

Alokparna Sengupta Managing Director, Humane Society International: India H. No: 8-2-332/5/1, Road No.3, Banjara Hills, Hyderabad- 500034, Telangana, India. +91 98490 94113 asengupta@hsi.org

b. For Grantee:

Vivek Mukherjee Assistant Professor, NALSAR University of Law Post Box No.01, Justice City, Shameerpet, Medchal District,

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Hyderabad- 500078, Telangana, India. vivek.mukherjee@nalsar.ac.in

16. Notices. All notices and other communications required to be given pursuant to this Agreement must be delivered personally or by confirmed electronic mail or by a recognized overnight courier service to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to Grantor:

Humane Society International 1255, 23<sup>rd</sup> Street, NW, Suite 450, Washington, DC 20037

United States of America

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Attn: Alexandra Freidberg

Email Address: afreidberg@hsi.org

with a copy to:

HSI Focal Point (at address provided in Section 14 above)

If to Grantce:

NALSAR University of Law

Post Box No.01. Justice City, Shameerpet, Medchal District, Hyderabad- 500078, Telangana

Attn: Prof. Faizan Mustafa Email Address: vc@nalsar.ac.in

- 17. Assignment. Grantee may not assign this Agreement, in whole or in part, without Grantor's prior written consent.
- 18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of Grantor and Grantee and their respective successors and is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary or otherwise, and nothing herein, express or implied, shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

This Section 18 shall survive the termination of this Agreement.

19. Entire Agreement, Severability, Amendment and Waiver. This Agreement is the entire agreement between the Parties and supersedes any prior oral or written agreements or communications between the Parties regarding its subject matter. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Agreement may be amended only by a mutual written agreement of the Parties. A waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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Professor of Law & Registrar

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"Justice City". Shameerpet,

Medchal-Malkajgiri District

Medchal-Malkajgiri District

Hyderabad-500 101, Telangana, India.



- Governing Law: Dispute Resolution. 20.
  - a. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. United States of America, without regard to its conflict of laws
  - b. The Parties shall make every effort to resolve any disagreement, dispute, controversy or claim arising between them under or in connection with this Agreement or the breach, termination or invalidity thereof amicably by direct informal negotiation. The Party asserting the existence of a disagreement, dispute, controversy or claim shall, promptly upon becoming aware of the same, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of such disagreement, dispute, controversy or claim, and shall also provide such other information about such disagreement, dispute, controversy or claim as the other Party may reasonably require.
  - c. If, forty-five (45) days after the date the Notice of Dispute has been given, the Parties have been unable to amicably resolve the dispute, disagreement, controversy or claim either Party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as in effect on the date of this Agreement.
  - d. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the Parties. If, sixty (60) days after the date of the Notice of Dispute, the Parties are unable to agree on the sole arbitrator, the American Arbitration Association shall act as the appointing authority.
  - e. The seat of arbitration shall be Washington D.C., United States of America.
  - f. The language to be used in the arbitral proceedings shall be English.
  - g. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.
  - The provisions of this Section 20 shall survive the termination of this Agreement.
- Grantee's Authority. Grantee represents and warrants that (a) Grantee has the corporate, 21. statutory, or other power and authority to enter into this Agreement and to perform Grantee's obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary

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authority to bind Grantee; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder shall constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

22. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

For Grantor.

HUMANE SOCIETY INTERNATIONAL HYDERABAD



(Signature of Authorized Representative)
ALEXANDRA FREIDBERG
SENIOR VICE PRESIDENT

June 1, 2022

(Date)

For Grantee,

NALSAR UNIVERSITY OF LAW,

(Signature of Authorized Representative)

PROF. FAIZAN MUSTAFA VICE CHANCELLOR

20/2/2022

(Date)

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# ANNEX I Grant Purpose and Budget

The purpose of this Grant is to promote awareness, research, and other activities with respect to factory farming of animals in the country through the Animal Law Center at Grantee as follows:

- Employment and engagement of two (2) research associates and one (1) coordinator to carry out the objectives and functions, each with terms of reference, skills, experience, and qualifications acceptable to HSI.
- Research on issues related to factory farming of poultry, pigs, fish in India.
- Collection of statistical data to document proof of theoretical research.
- Publication of findings from research conducted in reputed journals, relevant blogs,
   University websites or online libraries, or any appropriate platform agreed upon.
- 5) Conduct seminars and guest lecture talks on topics related to factory farming; and
- 6) Such other related areas as may be agreed in writing between the Parties.

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# Budget

S.No	Item	Quantity	Remuneration (Monthly in INR)	Number of Payments	Remuneration (Yearly in INR)
1.	Coordinator	1	35,000	12	4,20,000
2.	Research Associate (1 @42,000 and 1 @ 40,000 per month)	2	42,000 + 40,000	12	9,84,000
3.	Administrative Expenditure	1	8,000	12	96,000
	TOTAL GRANT				15,00,000



July III.

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