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THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA

The Agenda of the Twenty-third Meeting of the Academic Council of
the W.B. National University of Juridical Sciences, Kolkata
to be held on 21st June, 2014
at Dr. Ambedkar Bhavan,
Salt Lake, Kolkata

21/6/14

Agenda for the 23rd Academic Council Meeting, The WBNUJS on 21st June, 2014

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and any other agenda/matter with the permission of the Chair.

Approved

1. Confirmation of minutes of 22nd meeting

The minutes of the 22nd Academic Council Meeting held on 11th November 2013 are put up for perusal and confirmation of the honourable members.

MINUTES OF THE TWENTY-SECOND MEETING OF THE ACADEMIC COUNCIL OF WBNUJS HELD ON 11TH NOVEMBER, 2013.

at Dr. Ambedkar Bhavan, 12 LB Block, Sector – III, Salt Lake, Kolkata – 700098.

The twenty-second meeting of the Academic Council was held on Saturday, 11th November, 2013 in Dr. Ambedkar Bhavan, Salt Lake, Kolkata – 700 098.

The following members were present:-

- 1. **PROF. (DR.) P. ISHWARA BHAT**, Vice-Chancellor, Chairman, Academic Council, WBNUJS, Kolkata. *Present on 21/6/14*
- 2. **MR. ASOK DEB**, Member, BCI, WB & MLA, West Bengal, Member, Academic Council.
- 3. **PROF. UDAI RAJ RAI**, Member, Academic Council. *Present on 21/6/14*
- 4. ~~PROF. JOSE VERGHESE~~, Member, Academic Council. *Prof. A. Dasgupta*
- 5. **MS. VANEETA PATNAIK**, Member, Academic Council. *U-g.C. Nominee Present on 21/6/14*
Present on 21/6/14
BV - B - Sec.

DR. SURAJIT C. MUKHOPADHYAY, Registrar, the WBNUJS, was also present in the Academic Council Meeting.

PROF. RANJAN BHATTACHARYA, Vice Chancellor, West Bengal University of Technology, Kolkata, **DIRECTOR, CENTRAL FORENSIC LABORATORY, KOLKATA**, Govt. of India, **PROF. B. B. PANDEY**, **PROF. AMITA DHANDA**, **PROF. M. K. SINHA**, **PROF. S. BASEER**, **DR. B. DE**, **DR. T. V. G. N. S. SUDHAKAR** could not attend the meeting due to preoccupations.

The Vice Chancellor welcomed all the members present in the meeting and expressed his good wishes to all of them.

The Academic Council members started exactly at 11:00 a.m. on 11.11.2013. Since there were only four members present at that point of time, quorum could not be formed due to non availability of required members, that is half of the total number of the Academic Council members.

However, the Chairman directed that the meeting be adjourned for half an hour.

The adjourned meeting started at 11:30 and Mr. Asoke Deb, member, Academic Council joined.

Minutes of the 22nd Academic Council Meeting

Sl. No.	Agenda Items	Resolution	Remarks/ Action Taken
1	<i>Confirmation of Minutes of the 21st A.C. meeting, NUJS</i>	<p>The minutes of the 21st Academic Council Meeting was placed for confirmation.</p> <p>Resolution</p> <p>The hon'ble members confirmed the minutes of the 21st Academic Council Meeting with suggestion that exclusion of some papers from the list of compulsory courses can be reconsidered since the courses are very important and demanding for recruitment. Also Corporate Law can be taught in 3rd yr. Vice Chancellor directed that, in this regard after discussing with the faculty members, necessary decision will be taken.</p>	

2	<p><i>Finalisation of the list of experts for selection committee in continuation of earlier circulation</i></p>	<p>The Vice Chancellor informed that the list is required to be formulated by the Academic Council to be approved by the Executive Council of the university.</p> <p>Resolution</p> <p>The Academic Council noted and recommended for inclusion of the following names in the list of the experts:-</p> <ol style="list-style-type: none"> 1. Prof. I. G. Ahmed, Calcutta University 2. Prof. Gangotri Chakraborty, North Bengal University, West Bangal 3. Prof. A. Lakshminath, Vice Chancellor, Chanakya 	
	<p><i>and suggestion:</i></p>	<ol style="list-style-type: none"> NLU, Patna 4. Prof. Gurjeet Singh, Vice Chancellor, National Law University, Assam 5. Prof. A. Venkat Rao, Vice Chancellor, NLSIU, Bangalore 6. Prof. Faizan Mustafa, Vice Chancellor, NALSAR Law University, Hyderabad 7. Prof. V. Nagaraj, Vice Chancellor, NLU Odisha, Cuttack 8. Prof. N. Balu, Vice Chancellor, NUALS, Cochin 9. Prof. N.S. Gopalakrishnan, CUSAT, Cochin 10. Prof. Gurdeep Singh, Vice Chancellor, RM Lohia NLU, Lucknow 11. Prof. K. Elumalai, Professoer of Law, Director, IGNOU School of Law 	

		<p>12. Prof. K.M. Hanumantha Rayappa, Bangalore University, Bangalore</p> <p>13. Prof. C. Basavaraju, University of Mysore</p> <p>14. Prof. Dilip Okhey, Pune University</p> <p>15. Prof. Usha Razdan, Delhi University</p> <p>16. Prof. Paramjit Jaiswal, Vice Chancellor, RGNLU, Patiala</p> <p>17. Prof. B.P.Dwivedi, Professor of Law, NBU, West Bengal</p> <p>18. Prof. Nirmal K. Chakraborty, KIIT Law School</p> <p>19. Prof. Shubram Rajkumar, Guwahati University, Guwahati</p> <p>20. Prof. Subir Bhatnagar, Dr. Ambedkar Central University, Lucknow</p> <p>21. Prof. Manik Chakraborty, Burdwan University</p> <p>22. Prof. Ranbir Singh, NLU Delhi</p> <p>23. Prof. A.K.Kaul, Ranchi NLU</p> <p>24. Prof. S.K.Raina, Delhi University</p> <p>25. Prof. F.K. Jayakumar</p> <p>26. Prof. B. S. Chimni,</p> <p>27. Prof. V. S. Mani</p> <p>28. Prof. Kamala Sankaran</p> <p>29. Prof. Bharat Desai</p>	
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|--|--|---------------------------------------|--|
| | | 30. Prof. Chandrashekharan Pillai | |
| | | 31. Prof. B. B. Pande | |
| | | 32. Prof. Mohan Gopal | |
| | | 33. Prof. Parmanand singh | |
| | | 34. Prof. N. R. Madhava Menon | |
| | | 35. Prof. N.L. Mitra | |
| | | 36. Prof. Babu Mathew | |
| | | 37. Prof. Jose Verghese | |
| | | 38. Prof. Rajkumar | |
| | | 39. Prof. Sudhir Krishnaswamy | |
| | | 40. Prof. Amita Dhanda | |
| | | 41. Prof. Sitaram Kararia | |
| | | 42. Prof. Ved Kumari | |
| | | 43. Prof. Virendra Kumar | |
| | | 44. Prof. Pratap Bhanu Mehta | |
| | | 45. Prof. Sasikala Gurpur | |
| | | 46. Prof. Andre Beteille | |
| | | 47. Prof. Surinder Singh Jodhka (JNU) | |
| | | 48. Prof. Sanjoy Roy (NBU) | |
| | | 49. Prof. Abhijit Pathak (JNU) | |

<p>3</p>	<p><i>Finalisation of the pattern and process of selection-template about weightage for different categories pre-LL.M. and post-LL.M. achievements of candidates for Asst. Professors:</i></p>	<p>Resolution (1) It has been resolved that (A) Weightage Pre-LL.M., • 12th standard, LL.B. and LL.M. internship, gold medal etc:-----25 marks (B) Weightage Post-LL.M. , • Teaching experience, research, publication, participation in conference:-----25 marks (C) Evaluation of performance :----- <u>50 marks</u> • [Teaching skill : 15 Domain Knowledge: 15 Interview: 20] <p style="text-align: right;">TOTAL: 100</p> <p><u>MARKS</u></p> <p>It is also decided that the members of the selection committee are also to be present in demonstration during teaching by the prospective teacher. The hon'ble members approved the above proposal. For the post professors API scores as per UGC Regulation shall be calculated for screening prior to above.</p> </p>	
<p>4</p>	<p><i>Approval and ratification of UGC regulations on CAS, API scheme and Appointments: July, 2013</i></p>	<p>Resolution Accepted and approved.</p>	

5	Approval of diploma courses for distant education mode under UGC	<p>Resolution</p> <p>The distant education mode Diploma courses on</p> <p>(a) Air and Space Law</p> <p>(b) Nuclear Law</p> <p>(c) Business Law in collaboration with Rainmaker</p> <p>(d) Entrepreneurship, Administration and Business Law</p>	<p>Action Taken</p> <p>Members of faculty, Vice Chancellor, Registrar and the Accounts Officer have been informed vide e-mail dated 11.12.2013</p>
6	Approval of draft MOU with IIIM and courses to be offered in collaboration with IIIM	<p>Resolution</p> <p>Resolved that there could be one certificate course on Para Legal Voluntary service on National Pattern for students having passed 12th standard. There could be only one Diploma Course on business law in general and not specialized diploma. At the level of admission, teaching and examination/evaluation NUJS shall have effective control. The MOU may be finalized in the light of these requirements.</p>	<p>Action Taken</p> <p>Letter sent to Secretary, IIIM on 11.12.2013</p>
7	Approval of MOU with Rahul Bhandare for constituting Justice Surendra Bhandare Forum for Research and	<p>Resolution</p> <p>Approved by the hon'ble members and advised to look into the necessary aspects of the matter and necessary committee and body may be formed for this purpose.</p> <p>The Vice Chancellor suggested the following names for constitution of the committee:</p> <ul style="list-style-type: none"> • Prof. (Dr.) P. Ishwara Bhat, Vice Chancellor • Mr. A. K. Ganguly, Senior Advocate, Supreme Court of India • Prof. M. K. Sinha • Mr. Mohan Katarki, Advocate, Supreme Court • Prof. A. K. Poddar • Prof. M. K. Ramesh 	

	<p><i>Studies in</i></p> <p><i>Natural</i></p> <p><i>Resources Law</i></p>	<ul style="list-style-type: none"> • Ms. Vaneeta Patnaik • Mr. Asoke Deb 	
8	<p><i>MOU with</i></p> <p><i>Eastern Book</i></p> <p><i>Company</i></p> <p><i>(EBC) for</i></p> <p><i>installation of</i></p> <p><i>two gold</i></p> <p><i>medals in law</i></p>	<p>Resolution</p> <p>Accepted and approved.</p>	
9	<p><i>Additional list</i></p> <p><i>of examiners</i></p> <p><i>for LL.M.</i></p> <p><i>dissertation</i></p>	<p>Resolution</p> <p>Hon'ble members authorized the Vice Chancellor to include the names of the additional examiners for LL.M. dissertation.</p>	
✓ 10	<p><i>Proposal to</i></p> <p><i>increase the</i></p> <p><i>honorarium for</i></p> <p><i>evaluation of</i></p> <p><i>LL.M.</i></p> <p><i>dissertation</i></p>	<p>The existing practice of awarding an honorarium of Rs. 500/- to external evaluators for evaluation of LL.M. dissertation is considered to be too meagre a sum. Hence, it is, hereby proposed that the sum for evaluation of LL.M. dissertation may be fixed at Rs. 1000/- per dissertation.</p> <p>Resolution</p> <p>Accepted and approved.</p>	
11	<p><i>Extension of</i></p> <p><i>the date of</i></p> <p><i>consultation of</i></p> <p><i>the end</i></p>	<p>As per existing Examination Rules students get 7 (seven) days for application for consultation from the date of publication of results.</p>	<p>Action Taken</p> <p>Members of faculty and students have been informed vide e-mail</p>

	<p><i>semester answerscripts by the students</i></p>	<p>It is proposed that the students may be given a total of 15 (fifteen) days to apply for consultation from the date of publication of results. If the result is published during a vacation then the date for application for consultation will be considered from the day the University opens after the vacation.</p> <p>Resolution Approved for extension of the date of consultation.</p>	<p>dated 11.12.2013</p>
12	<p><i>Report on of R. Gopalakrishnan and Sarojan Gopalakrishnan for LL.M. students for the academic year 2013-14</i></p>	<p>The R. Gopalakrishnan - Saroja Gopalakrishnan scholarship was awarded to two LL.M. students of first and second year each. The recipients are as follows:</p> <ol style="list-style-type: none"> (1) Mr. Agnidipto Tarafder - R. Gopalakrishnan - Saroja Gopalakrishnan scholarship for securing 1st rank in CLAT 2013 (LL.M.) (2) Ms. Deborisha Dutta - R. Gopalakrishnan - Saroja Gopalakrishnan scholarship for securing 2nd rank in CLAT 2013 (LL.M.) (3) Mr. Ratul Das - R. Gopalakrishnan - Saroja Gopalakrishnan scholarship for securing 1st rank in LL.M. 1st yr (4) Ms. Anita Singh - R. Gopalakrishnan - Saroja Gopalakrishnan scholarship for securing 2nd rank in LL.M. 1st yr <p>Resolution Noted and appreciated, the members mentioned that payment of scholarship to the students will be subject to their attending classes regularly.</p>	<p>Action Taken Necessary note on file has been put up to Vice Chancellor on 06.01.2014</p>

13	<i>AA1 Proposed amendment in the components and marks of LL.M. 1 yr programme in 2013 regulation</i>	Each course is assessed based on the following components and marks as per the existing regulations of 2013.	Action Taken All members of faculty have been informed vide e-mail dated 10.12.2013																		
		<table border="1"> <thead> <tr> <th>Sl.No.:</th> <th>Name of the component</th> <th>Marks allocated</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project work</td> <td>25</td> </tr> <tr> <td>2</td> <td>Project presentation</td> <td>25</td> </tr> <tr> <td>3</td> <td>Class participation (optional)</td> <td>10</td> </tr> <tr> <td>4</td> <td>End semester examination</td> <td>40/50</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table>	Sl.No.:	Name of the component	Marks allocated	1	Project work	25	2	Project presentation	25	3	Class participation (optional)	10	4	End semester examination	40/50		TOTAL	100	
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3	Presentation	10																			
4	End semester examination	50																			
	TOTAL	100																			
		However, the concerned course teacher shall have the discretion to change the components and marks with prior approval of the Vice Chancellor.																			
		Resolution Approved.																			
14	AA2	Resolution Earlier resolution also holds to it in respect agenda 5 of this meeting.																			

Confirmed Approved

2. The following matters were circulated for approval of the honourable members.

(i) MOU with University of Illinois

(ii) NUJS Guidelines on Protection of Students from Sexual Harassment during Internship, 2014

(iii) MOU with Ecole de Formation de Barreau, Paris

Barreau de Paris

(Annexure A)

*confined & approved by Hon'ble
members*

The West Bengal National University of Juridical Sciences

Dated: 09.06.2014

Please find attached the agenda point put up for circulation amongst the Academic Council members with a request to send their feedbacks latest by 31.05.2014. It may be noted that responses to the same has been received only from Dr. Bikramjit De and Ms. Vaneeta Patnaik. B.U.T. No response has been received from any other member, indicating acceptance or rejection of the proposals. The following is a tabulated version of the responses from the hon'ble members of the Academic Council.

Sl.no	Name of the member	Positive	Negative	No response
1	Prof. (Dr.) Ishwara P. Bhat			√
2	Prof. B.B. Pande			√
3	Prof. Amita Dhanda			√
4	Prof. A. Lakshminath			√
5	Shri Asoke Deb			√
6	Vice Chancellor, WBUT			√
7	Director, CFSL, Kolkata			√
8	Prof. (Dr.) M. K. Sinha			√
9	Prof. Uday Raj Rai			√
10	Dr. T. V. G. N. S. Sudhakar			√
11	Dr. Bikramjit De	√		
12	Ms. Vaneeta Patnaik	?		

Submitted for your kind perusal and further direction please.


A.R. (Academics)

Registrar, pl

Vice Chancellor, pl



-Assistant Registrar Academic <a.r.academics@gmail.com>

AGENDA BY CIRCULATION

Assistant Registrar Academic <a.r.academics@gmail.com>

Thu, May 15, 2014 at 6:38 PM

To: Ishwara Bhat <ishbhatp@gmail.com>, "Prof. B. B. Pande" <bbpande@gmail.com>, Amita Dhanda <amitadhanda@gmail.com>, vcwbut@sify.com, dircfsl_kol@dfs.gov.in, manojkumarsinha <manojkumarsinha@hotmail.com>, udairaj36 <udairaj36@gmail.com>, "Dr. T.V.G.N.S. Sudhakar" <tvgnss@gmail.com>, "T.V.G.N.S. Sudhakar" <tvgnss@yahoo.com>, Bikramjit Dey <bikramjitde@nujs.edu>, vaneeta patnaik <vaneetapatnaik@gmail.com>, alakshminath@gmail.com
Cc: wbnujs Kolkata <vcnujs@gmail.com>, "Registrar ." <registrar@nujs.edu>, Assistant Registrar Academic <a.r.academics@gmail.com>

Respected Members of the Academic Council,

I have been directed to inform you that it is herewith proposed to have an MOU with Ecole de Formation de Barreau, Paris, providing for exchange of students and faculty. The opportunity of having the cross cultural atmosphere will help the students to better understand the law and policy in different jurisdictions. It will also provide necessary skills in the legal profession required in the modern market conditions.

Keeping in view the above matter, a draft MOU is circulated for your consideration and consent.

In case we receive no response from you within 31st May 2014, it will be presumed that you have provided your consent to this MOU.

The arrangement does not impose any financial burden on the University.

With best regards,

Assistant Registrar (Academic)

--

Office of the Assistant Registrar (Academic)

The West Bengal National University of Juridical Sciences, Kolkata

Dr. Ambedkar Bhavan, 12 LB Block, Sector-III

Salt Lake City, Kolkata, West Bengal, India

Ph: 00-33-2335-0534/7379/2806/2809/2811/2812, Ext. 1110/1100/1090

Fax: 00-33-2335-0511/7422

E-mail ID: a.r.academics@gmail.com

 **MOU between NUJS and Ecole de Formation de Barreau, Paris, France.pdf**

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STUDENTS EXCHANGE AND COOPERATION AGREEMENT

BETWEEN

Ecole de Formation du Barreau, Paris, France

AND

WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
(INDIA)

In view of their similar dedication to excellence, the Ecole de Formation du Barreau, Paris, hereinafter referred to as "EFB", through its representative, Dr Jean-Louis Scaringella, Director, 1, rue Berryer Issy-les-Moulineaux 92130 (France) and the West Bengal National University of Juridical Sciences, hereinafter referred to as "WBNUJS", through its representative Prof. Dr. P. Ishwara Bhat, Vice-Chancellor at Dr. Ambedkar Bhavan 12, LB Block, Sector III, Salt Lake City Kolkata - 700098 (India), hereby agree to this Agreement with the objective of promoting academic collaboration and international exchange among their undergraduate students. To achieve this end, both institutions agree as follows:

Article I

Each academic year during the term of this Agreement, based on a 1 to 1 exchange ratio, up to 5 full year undergraduate students (or 4 semester students) enrolled at both places, i.e. WBNUJS and EFB, may attend the partner institution for this exchange in the field of Law. The duration of this exchange would ideally be for six months. However, keeping in mind the coursework that a student may need to complete at WBNUJS, a grant of leave may be accorded by the WBNUJS for a period of five months starting in Mid April to Mid September.

Article II

Participating students will pay tuition fees to their home institution, being exempt of tuition fees at the host university. Participating students will continue as degree candidates of their home institution. They will be enrolled on a full-time basis as non-degree students at the host institution.

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The obligations of each institution under this agreement are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

Article III

The students will follow the courses of the host institution for a period of approximately 3 months (academic program to be set up by the host institution).

The students will then spend approximately 3 months with a local firm for an internship (the host institution will arrange for the internship with the local firm).

Article IV

Participating students will be nominated by their home institutions, applying the following criteria:

- (a) Academic excellence whose criteria will be determined by the home university and
- (b) Satisfactory compliance with other institutional norms for study abroad, such as the fact that students must be in at least their third year of studies to be eligible for exchange.
- (c) Must not be an exchange student from a third institution.

Students, once chosen and notified to the partner institution, may not be rejected for the exchange with less than 2 months notice before the start of the exchange, and sufficient advance notice should be given to the home institution of any deficiencies in the application.

Abhishek Mishra, Asst. Prof, would be working as faculty coordinator on behalf of WBNUJS and Mr. Yves Huyghé de Mahenge would be coordinator of behalf of EFB. In case of leave of any of them, the VC would be making a suitable replacement at their respective institutions.

In case of leave or any vacancy by them, the position would be filled by the respective institutions.

Article V

Each institution agrees to provide a transcript of grades earned by each student as soon as possible after the end of the exchange program. Upon successful completion of the program, the host institution shall deliver to each participating student a certificate of completion.

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Article VI

Each institution will make reasonable efforts to assist exchange students in finding suitable accommodation, organize orientation activities for the students, and provide ongoing academic and social support services to the students.

The cost of housing, meals, optional activities and campus recreational facilities must be paid by each participating student subject to Art II.

In the case that a student visa is required, both institutions will provide the necessary documents in order to obtain the visa, which is the sole responsibility of the student.

Article VII

All students participating to the exchange program at EFB or WBNUJS are required to carry comprehensive medical insurance as a condition of participation in the exchange program. Students must present a copy of the insurance policy to the host institution upon arrival to be able to register for courses.

Article VIII

Participating students will pursue an academic program according to the standards of the host institution and observe all policies and rules, academic and otherwise, of the host institution. The host institution will promptly notify the home institution if the host institution becomes aware that any exchange student is failing to meet or abide by the relevant standards, policies or rules, or is otherwise creating concern for the host institution. The parties will cooperate in good faith to resolve any student issues that may arise. The host institution will have the right to terminate any student's participation in accordance with the policies and procedures governing its own students, provided, however, that the host institution must have previously informed the home institution of its concerns as provided above and have given the home institution an opportunity to help resolve the issue before a termination occurs.

Article IX

Visits of academic staff will be encouraged in both directions for: short familiarization periods undertaken in conjunction with other activities; visits of longer duration in connection with joint research or supervision or participation in the teaching activity of the host University; visits of a year or more during which collaborative research and teaching can be pursued more fully by the visitor.

Article IX

Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including the general counseling to assist exchange participants. A tutor or person responsible for the exchange will be made available at each institution so that the students may consult any academic concerns that

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they have. The International Office is also available for general matters pertaining to the period of exchange.

For conditions of the linkage and terms of agreement not covered by this Student Exchange Agreement or for problems which arise while the exchange agreement is in effect, both parties agree to refrain from unilateral action, to consult with each other and to negotiate mutually agreeable decisions.

All specific projects to which this Agreement may lead shall be evaluated on a regular basis by the designated authorities of both institutions.

Article IX

This Agreement will be in effect for a period of 5 years unless terminated earlier as provided in this Article. Should either institution desire to terminate, the institution will provide notice in writing to the other at least three (3) months in advance of the intended termination date. Any students already enrolled in programs at the host institution will be allowed to carry out the terms of their exchange in the event that the termination arises during this time frame.

This Agreement will be governed by and interpreted in accordance with the laws of the countries in which the institutions are located.

The Institutions have executed this Agreement effective on the date mentioned below:

West Bengal National University of Juridical Sciences

By:

Prof. (Dr.) P. Ishwara Bhat
Vice- Chancellor

Date

Ecole de Formation du Barreau, Paris

Date

By:

Dr. Jean-Louis Scaringella
Director

4

17

VC may approve the contents of the draft, M.S. 15/5/14
Vice Chancellor, M.S.
Approved. Authorized to circulate and do not use numbers.
15/5/14

revised draft March 22 2014

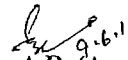
The West Bengal National University of Juridical Sciences

Dated: 09.06.2014

Please find attached the agenda point put up for circulation amongst the Academic Council members with a request to send their feedbacks latest by 05.03.2014. It may be noted that no response has been received from any of the members, indicating acceptance or rejection of the proposals. The following is a tabulated version of the responses from the hon'ble members of the Academic Council.

Sl.no	Name of the member	Positive	Negative	No response
1	Prof. (Dr.) Ishwara P. Bhat			√
2	Prof. B.B. Pande			√
3	Prof. Amita Dhanda			√
4	Prof. Jose Verghese			√
5	Shri Asoke Deb			√
6	Vice Chancellor, WBUT			√
7	Director, CFSL, Kolkata			√
8	Prof. Shammaad Basheer			√
9	Prof. (Dr.) M. K. Sinha			√
10	Prof. Uday Raj Rai			√
11	Dr. T. V. G. N. S. Sudhakar			√
12	Dr. Bikramjit De			√
	Ms. Vaneeta Patnaik			√

Submitted for your kind perusal and further direction please.


A.R. (Academics)

Registrar, pl

Vice Chancellor, pl

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, USA
AND
[NAME OF PARTNER INSTITUTION]
IN
[CITY AND COUNTRY OF FOREIGN PARTNER INSTITUTION]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, acting on behalf of its [name of sponsoring academic unit], on its Urbana-Champaign campus, in Urbana, Illinois, U.S.A. ("ILLINOIS") and [NAME OF PARTNER INSTITUTION], in [CITY AND COUNTRY OF FOREIGN PARTNER INSTITUTION] ("INSTITUTION"), each a "party" or "institution," wishing to establish a cooperative relationship through mutual assistance in the areas of education and research, agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 *General Scope.* Each institution may offer to the other opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.

1.2 *Specific Activities.* Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution's authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural, and research activities; (b) exchange of faculty members and advanced graduate students for research, lectures, and discussions; (c) participation in seminars and academic meetings; (d) exchange of academic materials, publications, and other information; and (e) special, short-term academic programs.

1.3 *Separate Agreements.* Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities of programs.

1.4 *Student Exchange Limitations.* While advanced graduate and professional students may participate in cooperative activities as proposed in Article 1.2 above to conduct collaborative or independent research, this MOU does not provide for the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit at the host institution. To implement student exchanges, the parties must enter into a separate agreement stipulating details of credit transfer, fees and participant qualifications prior to initiating the exchange of students or the acceptance of applicants as international non-degree students at either institution.

ARTICLE 2: RENEWAL, TERMINATION AND AMENDMENT

- 2.1 *Duration.* This MOU shall remain in force for five years from the date of the last signature. Either party may terminate this MOU by providing 60 days' advance written notice to the other party.
- 2.2 *Extension and Renewal.* The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory.
- 2.3 *Amendment.* No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory.

ARTICLE 3: GENERAL MATTERS

- 3.1 *Use of Names.* Except in promoting the activities proposed in Article 1.2 above among its faculty and students, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 3.2 below.
- 3.2 *Notices.* The parties must give all notices under this MOU in writing via one of the following methods: (a) confirmed facsimile transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

ILLINOIS: [liaison officer/sponsoring unit name]
 [campus address]
 University of Illinois at Urbana-Champaign
 [street address]
 [city, state, zip]
 USA
 Tel: 217-###-####
 Fax: 217-###-####
 email: [liaison officer email address]

[INSTITUTION]: [liaison officer/sponsoring unit name]
 [address 1]
 [address 2]
 [city, postal code]
 [country]
 Tel: [####]
 Fax: [####]
 email: [liaison officer email address]

3.3 *Binding Obligations.* With the exception of Articles 2 and 3, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.

3.4 *Authorized Signatories.* Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

FOR THE UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN

Robert A. Easter, Interim Chancellor

Wolfgang Schlör, Interim Associate Provost
for International Affairs

FOR THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

Walter K. Knorr, Comptroller

Date: _____

Approved for legal form: LMP/20100127
Changes to form require legal review.

FOR [NAME OF PARTNER INSTITUTION]

[name of partner signatory], [title]

Date: _____

NUJS/AC/ Cir/MOU/IU/01/2014/1
29th January 2014

To
Prof. (Dr.) Ishwara P. Bhat
Vice Chancellor,
W. B. National University of Juridical Sciences
'Dr. Ambedkar Bhavan', 12 LB Block, Sector III, Salt Lake
Kolkata – 700098.

Sub: Agenda by circulation

Respected Hon'ble member,

The draft Memorandum of Understanding (MOU) with the Illinois University is submitted for your consideration and comments.

An intimation of consent may kindly be sent on or before 5th February 2014. In case of any objection, the nature of objection may be communicated. If no communication is heard before the said date, it will be assumed that you agree with the proposal.

With best regards,

Yours faithfully,

Dr. Surajit. C. Mukhopadhyay

Encl: MOU with Illinois University



Assistant Registrar Academic <a.r.academics@gmail.com>

MOU with University of Illinois

Assistant Registrar Academic <a.r.academics@gmail.com>

Fri, Jan 24, 2014 at 6:06 PM

To: Ishwara Bhat <ishbhatp@gmail.com>, profverghese@yahoo.com, Jose Verghese <profverghese@gmail.com>, "Prof. B. B. Pande" <bbpande@gmail.com>, Amita Dhanda <amitadhanda@gmail.com>, vcwbut@sify.com, dircfsl_kol@dfs.gov.in, shamnad basheer <shamnad@gmail.com>, manojkumarsinha <manojkumarsinha@hotmail.com>, udairaj36 <udairaj36@gmail.com>, "Dr. T.V.G.N.S. Sudhakar" <tvgnss@gmail.com>, "T.V.G.N.S. Sudhakar" <tvgnss@yahoo.com>, Bikramjit Dey <bikramjitde@nujs.edu>, vaneeta patnaik <vaneetapatnaik@gmail.com>
Cc: wbnjujs Kolkata <vcnujs@gmail.com>, "Registrar ." <registrar@nujs.edu>, Assistant Registrar Academic <a.r.academics@gmail.com>

Dear Members of the Academic Council,

The draft Memorandum of Understanding (MOA) with the Illinois University is submitted for the consideration and comments of the members of the Academic Council. An intimation of consent may kindly be sent on or before 5th February 2014. In case of any objection, the nature of objection may be communicated. If no communication is heard before the said date, it will be assumed that you are agreeing with the proposal.

With best regards,

D. Basu

obo

Assistant Registrar (Academic)

--

Office of the Assistant Registrar (Academic)

The West Bengal National University of Juridical Sciences, Kolkata


Dr. Ambedkar Bhavan, 12 LB Block, Sector-III

Salt Lake City, Kolkata, West Bengal, India

Ph: 00-33-2335-0534/7379/2806/2809/2811/2812, Ext. 1110/1100/1090

Fax: 00-33-2335-0511/7422

E-mail ID: a.r.academics@gmail.com

 MOA with Illinois University.pdf
1403K

The West Bengal National University of Juridical Sciences

Dated: 09.06.2014

Please find attached the agenda point put up for circulation amongst the Academic Council members with a request to send their feedbacks latest by 05.03.2014. It may be noted that no response has been received from any of the members, indicating acceptance or rejection of the proposals. The following is a tabulated version of the responses from the hon'ble members of the Academic Council.

Sl.no	Name of the member	Positive	Negative	No response
1	Prof. (Dr.) Ishwara P. Bhat			√
2	Prof. B.B. Pande			√
3	Prof. Amita Dhanda			√
4	Prof. Jose Verghese			√
5	Shri Asoke Deb			√
6	Vice Chancellor, WBUT			√
7	Director, CFSL, Kolkata			√
8	Prof. Shamnaad Basheer			√
9	Prof. (Dr.) M. K. Sinha			√
10	Prof. Uday Raj Rai			√
11	Dr. T. V. G. N. S. Sudhakar			√
12	Dr. Bikramjit De			√
	Ms. Vaneeta Patnaik			√

Submitted for your kind perusal and further direction please.

A.R.
A.R. (Academics)

Registrar, pl

Vice Chancellor, pl

AGENDA BY CIRCULATION



Assistant Registrar Academic <a.r.academics@gmail.com>

AGENDA BY CIRCULATION

Assistant Registrar Academic <a.r.academics@gmail.com>

Wed, Feb 19, 2014 at 5:12 PM

To: Ishwara Bhat <ishbhatp@gmail.com>, profverghese@yahoo.com, Jose Verghese <profverghese@gmail.com>, "Prof. B. B. Pande" <bbpande@gmail.com>, Amita Dhanda <amitadhanda@gmail.com>, vcwbut@sify.com, dircfsl_kol@dfs.gov.in, shamnad basheer <shamnad@gmail.com>, manojkumarsinha <manojkumarsinha@hotmail.com>, udairaj36 <udairaj36@gmail.com>, "Dr. T.V.G.N.S. Sudhakar" <tvgnss@gmail.com>, "T.V.G.N.S. Sudhakar" <tvgnss@yahoo.com>, Bikramjit Dey <bikramjitde@nujs.edu>, vaneeta patnaik <vaneetapatnaik@gmail.com>
Cc: "Registrar ." <registrar@nujs.edu>, Assistant Registrar Academic <a.r.academics@gmail.com>

Dear Members of the Academic Council,

The "NUJS Guidelines on Protection of Students from Sexual Harassment during Internship, 2014" is attached with this e mail for your consideration and comments. An intimation of consent or objection may kindly be sent on or before 5th March 2014. In case of any objection, the nature of objection may be communicated. If no communication is heard before the said date, it will be assumed that you agree with the proposal.

With best regards,

Assistant Registrar (Academic)

Office of the Assistant Registrar (Academic)

The West Bengal National University of Juridical Sciences, Kolkata

Dr. Ambedkar Bhavan, 12 LB Block, Sector-III

Salt Lake City, Kolkata, West Bengal, India

Ph: 00-33-2335-0534/7379/2806/2809/2811/2812, Ext. 1110/1100/1090

Fax: 00-33-2335-0511/7422

E-mail ID: a.r.academics@gmail.com

 **NUJS Guidelines on Protection of Students from Sexual Harassment during Internship, 2014.pdf**
2725K

Guidelines
NUJS Policy on Protection of Students from Sexual Harassment during Internship, 2014

WHEREAS NUJS is committed to

- a) maintaining an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the University is committed to creating an environment free from discrimination, harassment, retaliation and/or sexual assault at all levels, and
- b) discharging its legal obligations under the guidelines laid down by the Hon'ble Supreme Court of India, in its ruling on the Writ Petition (Criminal) Vishaka vs. State of Rajasthan on 13 August 1997 and under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

AND WHEREAS NUJS has already constituted an Internal Complaints Committee under Section 4 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013,

AND WHEREAS NUJS recognises that internship is an integral component of the academic programme at NUJS since the Bar Council of India Education Rules 2008 prescribes a minimum period for internship for all students.

This policy is adopted in order to ensure an environment free of discrimination during internship and create an institutional mechanism for just, fair and effective redressal of complaints by students of NUJS on sexual harassment endured during internship.

1. Short Title and Scope

(a) This policy may be called the NUJS Policy on Protection of Students from Sexual Harassment during Internship, 2014.

(b) This Policy shall apply to any act or gesture, verbal or non-verbal amounting to sexual harassment any complaint of any such act committed against a student enrolled in LL.B. or LL.M. Programme at NUJS, during his or her internship. This policy shall apply irrespective of whether the internship has been officially arranged by the University or arranged by the student on his/her own.

2. Definition

(a) "Sexual harassment", for the purpose of this Policy, includes, but is not restricted to, any one or more of the following unwelcome sexually determined behaviour (whether directly or by implication):-

- (i) physical contact and advances,
- (ii) a demand or request for sexual favours,
- (iii) sexually coloured remarks,
- (iv) showing pornography, and
- (v) other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

(b) "Internship" includes any form of training or work, paid or unpaid, arranged by this University or otherwise, in any industry, establishment or workplace, undergone by a student enrolled in this University.

1

(c) "Internal Complaints Committee" means the Committee constituted by the University under Section 4 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

(d) "Local Complaints Committee" means the Committee constituted under Section 5 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

(e) "Student enrolled in NUJS" for the purpose of this Policy means a student enrolled in LL.B. or LL.M. programmes offered at NUJS.

Explanation 1: - A student who has passed all the evaluated components of the subjects of his/her final semester shall cease to remain a student enrolled in NUJS.

Explanation 2: - For the purpose of this Policy, a foreign student registered for any course in NUJS as an exchange student shall also be considered a student enrolled in NUJS.

(f) All other words and expressions used but not defined in this Policy and defined in the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or Rules framed there under shall have the meanings respectively assigned to them in the Act or the Rules (as the case may be).

3. Reporting

(a) Any student who believes that he or she has been a victim of sexual harassment should, within six months of the incident, make a complaint, reporting the circumstances to the Internal Complaints Committee constituted by the University under Section 4 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, in accordance with the procedure set forth below.

Provided that Internal Complaints Committee may investigate any conduct that amounts to Sexual Harassment as defined in the Policy, even in the absence of a complaint, and after seeking consent of the concerned student, take remedial action where appropriate.

Provided further that a complaint may be lodged directly with any member of the Internal Complaints Committee, or through existing channels for lodging grievances, such as the Vice-Chancellor, wardens and teachers. If the complaint is made through any such channel, the person to whom the complaint is made shall bring it to the notice of the Internal Complaints Committee within five working days of its receipt by her or him.

Provided further that the Internal Complaints Committee shall, on receiving a complaint from any such third person, contact the concerned student who has reported being sexually harassed as soon as they have notice of it, and inform him/her of the options available under this Policy and applicable legal norms.

Provided further that even though a complaint should be lodged within six months, if there are certain extenuating circumstances which may have prevented or deterred a victim from filing a complaint within six months, such circumstances may be considered by the Internal Complaints Committee. If reasons are found to be sufficiently strong and convincing, the maximum limit for filing the complaint may be relaxed up to one year only. Reasons for granting such an extension should invariably be recorded in writing.

4. Form of Filing a Complaint

The complaint may be oral or in writing. If the complaint is oral, it shall be reduced in writing by the Internal Complaints Committee member receiving the complaint, and authenticated by the complainant under his or her dated signature.

5. Investigation

- (a) The Internal Complaints Committee shall conduct a prompt, thorough and impartial investigation of a complaint as necessary and appropriate.
- (b) It will make every effort to complete its investigation within sixty days of a report of sexual harassment.
- (c) In arriving at a decision, the Committee shall take cognizance of all aspects of the incident, including the time, place and the context of the alleged incident of sexual harassment.

6. Protection of the Complainant

- (a) The Internal Complaints Committee shall also take note of the inherent power asymmetry and the vulnerability of the complainant in such cases and take steps to ensure that he/she is not subjected to a hostile environment during the investigation.
- (b) The Committee shall also take steps to ensure that the complainant is offered the services of a counsellor. Such counselling shall not however be mandatorily imposed on the complainant.
- (c) Where there is a possibility of conflict of interest arising out of any professional or personal relationship between the accused and a member of the Internal Complaints Committee, such member shall recuse himself/herself from the proceedings.

7. Disposal

(a) Where the Internal Complaints Committee, after its inquiry, finds that there is *prima facie* evidence supporting the complaint of sexual harassment, it shall recommend the following to the Vice-Chancellor:

- (i) That the complaint be forwarded to the Bar Council of India and/or the appropriate state bar council having jurisdiction for appropriate action under the Advocates Act, if the accused is an advocate.
- (ii) That the complaint be forwarded to the Chief Justice of India for appropriate action, if the accused is a sitting judge.
- (iii) That the complaint be forwarded to the Internal Complaints Committee of the organisation if the accused is employed or otherwise works for any other workplace or establishment including law firm, company, non-governmental organisation or an university.

Provided that where an Internal Complaints Committee has not been constituted by the organisation, the complaint shall be forwarded to the Local Complaints Committee having jurisdiction over the matter.

Provided further that the Vice-Chancellor shall forward the complaint, in pursuance of clauses (i) to (iii), only after seeking the consent of the complainant.

(iv) That the accused be provisionally suspended from holding any teaching, research or any other academic position, honorary or otherwise, in the University till the disposal of the complaint made under this section by the Bar Council of India, Chief Justice of India or the Internal Complaints Committee, as the case may be.

(b) In every case where the Internal Complaints Committee, after its inquiry, finds that there is *prima facie* evidence supporting the complaint of sexual harassment, the Vice-Chancellor shall:

(i) debar the accused, including a person who is self-employed from participating in any University organised programme and

(ii) Inform the Campus Recruitment Committee and other student bodies coordinating internships of such finding. The name of the complainant shall not however be communicated to the Campus Recruitment Committee or any other student body.

(c) Any action taken in furtherance of clause (b) (i) of this Rule shall subsist till the final disposal of the complaint forwarded under clause (a).

Provided that where the accused does not belong to any of the category referred to in clause (a), he shall be invited to rebut the allegations before the Internal Complaints Committee. The Committee shall offer an opportunity of being heard to the accused and submit its final report to the Vice-Chancellor. Any action taken in furtherance of clause (b) (i) shall cease to subsist if the Committee's final report finds that, on balance of probabilities, the accused did not commit any act amounting to sexual harassment.

(d) Where the University refers the complaint to any of the persons or institutions in pursuance of the preceding clause, it shall provide appropriate support to the complainant in future proceedings arising out of such complaint.

(e) Where the Vice-Chancellor fails to take action under this Policy within two weeks of the submission of the Report of the Internal Complaints Committee under this provision, the complainant or the Internal Complaints Committee may make a representation to the Executive Council of the University for necessary action in this regard.

Provided that where the complaint relates to internship done with a person/organisation outside India, the Internal Complaints Committee, on finding that there is *prima facie* evidence supporting such complaint, shall recommend to the Vice-Chancellor that the matter be forwarded to the appropriate body/institution having the authority to investigate the matter.

8. Criminal Complaint

Where the complaint discloses the commission of a criminal offence and the Internal Complaints Committee, after its inquiry, finds that there is *prima facie* evidence supporting the complaint of sexual harassment, it may with the written prior permission of the complainant, intimate the police/appropriate agency/forum and help the complainant with all necessary formalities including the filing of an FIR etc.

9. Confidentiality

The University will maintain the confidentiality of the complaint, and the privacy of the complainant and the witnesses, to the greatest extent possible, consistent with its goal of conducting a thorough and complete investigation and to the extent permitted by law.

Any disclosure of the identity of the complainant, in contravention of this Policy, by an employee of NUJS shall be considered misconduct, as per the service rules. The Internal Complaint Committee shall not disclose the name of the complainant, or the place of internship, time etc to any person other than the Vice-Chancellor.

10. Non-Retaliation

The University will not in any way retaliate against an individual who reports a perceived violation of this Policy or participates in any investigation, including as a witness.

11. Registration of Internship

Every student who starts an internship shall send, by email, to the person and email address designated for this purpose by the Vice-Chancellor, the following particulars:

- a) Name of the Organisation/Person
- b) Address
- c) Period of Internship

12. Submission of Certificate of Completion

(a) Every student who completes an internship shall, within fifty days of completion of the internship, submit to the person and email address designated for this purpose by the Vice-Chancellor, a scanned copy of a Certificate of Completion signed by the person with whom/authorised person in the organisation where the student interned.

(b) In the event that the student, who has completed internship with a person or organisation, is denied, explicitly or otherwise, a Certificate of Completion, he/she must communicate the same in writing (and email) to the person designated for this purpose by the Vice-Chancellor, within 15 days of such denial or ninety days of completion of the internship whichever is later.

(c) In the event that a student fails to complete an internship for any reason whatsoever, he or she shall produce an email or any other communication showing that he or she worked with the said person or organisation. In the event such an email is not produced, the student shall, in writing, notify the Internal Complaints Committee with details of the name of the organization or person, address and period of work and also state reasons for his/her failure to complete the internship.

13. No Bar on Other Remedies

Nothing in this Policy shall prevent the complainant from pursuing such other remedies as available under law to him/her. Further, nothing in this Policy shall prevent the complainant from pursuing action against the University if it fails to take appropriate action as mandated under this policy.

5

*May be circulated
to all members
for confirmation
in 10 days.*
19/7/16

3. Report on the credit courses conducted during the academic session 2013-14.

The following credit courses were conducted by the guest faculties during the academic session 2013-14.

List is attached as per the annexure:

<u>Sl. No.</u>	<u>Name Of The Credit Course</u>
(i)	Credit Course On Company Law
(ii)	Credit Course On Corporate Transactions
(iii)	Credit Course On Contract Review And Management
(iv)	Credit Course On Applying Competition Law
(v)	Credit Course On Trips And India's Intellectual Property
(vi)	Credit Course On Biotechnology And Law
(vii)	Credit Course On Interpretation Of Fiscal Laws
(viii)	Credit Course On Indian Security Laws
(ix)	Credit Course On Law Of Financial Markets And Transactions
(x)	Credit Course On International Tax And Corporate Tax
(xi)	Credit Course On Corporate Due Diligence
(xii)	Credit Course On Criminal Litigation

(Annexure B)

DETAILS OF CREDIT COURSES HELD IN 2013 - 2014

SL. NO.	NAME OF THE CREDIT COURSE	NO. OF CREDITS	OFFERED BY	DURATION
1	CREDIT COURSE ON COMPANY LAW	1	MS. SOHINI BANERJEE	5TH MARCH TILL 11TH MARCH 2014
2	CREDIT COURSE ON CORPORATE TRANSACTIONS	1	PROF. UMAKANTH VAROTIL AND MR. KARAN SINGH	6TH TO 9TH JAN, 2014
3	CREDIT COURSE ON CONTRACT REVIEW AND MANAGEMENT	1	MR. KETAN MUKHIJA	16TH TO 19TH JAN, 2014
4	CREDIT COURSE ON APPLYING COMPETITION LAW	1	MR. PRASUN BASU MAJUMDAR	14TH AUG TILL 17TH AUG, 2013
5	CREDIT COURSE ON TRIPS AND INDIA'S INTELLECTUAL PROPERTY	3	PROF. S.K. VERMA	JAN TO MARCH, 2014
6	CREDIT COURSE ON BIOTECHNOLOGY AND LAW	3	MS. PARAMITA DASGUPTA	JAN TO MARCH, 2014
7	CREDIT COURSE ON INTERPRETATION OF FISCAL LAWS	1	MR. L. BADRINARAYANAN	24TH JULY TILL 28TH JULY, 2013
8	CREDIT COURSE ON INDIAN SECURITY LAWS	1	MS. MADHURIMA MUKHERJEE	27TH JAN, 2014 TILL 31ST JAN, 2014
9	CREDIT COURSE ON LAW OF FINANCIAL MARKETS AND TRANSACTIONS	1	MR. VINOD KOTHARI	6TH AUG TILL 6TH SEPT, 2013
10	CREDIT COURSE ON INTERNATIONAL TAX AND CORPORATE TAX	2	MR. KARTHIK RANGANATHAN	POST FEB, 2014 TILL MARCH, 2014
11	CREDIT COURSE ON CORPORATE DUE DILIGENCE	1	MS. DEBOLINA SAHA	16TH AUG, 2013 TILL 22ND AUG, 2013
12	CREDIT COURSE ON CRIMINAL LITIGATION	3	ADVOCATE SOUMYAJIT RAHA	SEPT, 2013 TILL NOV., 2013

4. Report on Exchange of students:

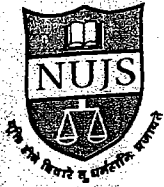
The following foreign/Indian students studied at NUJS under Exchange programme.

1. Mr. Manuel Ferrer Chirivella
2. Mr. Jorge Muller Bernar
3. Ms. Delhi Chandana

Put up for perusal of the honourable members.

(Annexure C)

Professor Dr. P. Ishwara Bhat
Vice Chancellor



To whomsoever it may concern

Certificate of admission

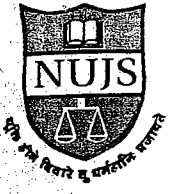
This is to certify that the following candidate has been allowed to be admitted to this University under student exchange programme with the University of Comillas, Madrid, Spain. The student as mentioned below will study at the West Bengal National University of Juridical Sciences, Kolkata from 01 July, 2013 to 31 Dec, 2013. Further details are given against the name of the student.

Name of the student	Duration of stay in the WBNUJS	Year of study
Mr. Jorge Muller Bernar	01 July, 2013 to 31 Dec, 2013	Level : 3

Place: *Kolkata*

Date: *03. 6. 2013*

Ishwara Bhat
(Prof. Dr. Ishwara Bhat)



Professor Dr. P. Ishwara Bhat
Vice Chancellor

To whomsoever it may concern

Certificate of admission

This is to certify that the following candidate has been allowed to be admitted to this University under student exchange programme with the University of Comillas, Madrid, Spain. The student as mentioned below will study at the West Bengal National University of Juridical Sciences, Kolkata from 01 July, 2013 to 31 Dec, 2013. Further details are given against the name of the student.

Name of the student	Duration of stay in the WBNUJS	Year of study
Mr. Manuel Ferrer Chirivella	01 July, 2013 to 31 Dec, 2013	Level : 3

Place: *Kolkata*

Ishwara Bhat
(Prof. Dr. Ishwara Bhat)

Date: *03.6.2013*

33

115/6
30-6-12



DAMODARAM SANJIVAYYA NATIONAL LAW UNIVERSITY

(Estd. Under A.P. Act No 32 of 2008)

Palace Layout, Pedawaltair, Visakhapatnam - 530 017
Cell: +91- 9000 641 118, Ph: 0891-2529952, Fax: 3040170,
E-mail: registrardsnlu@gmail.com, Website: www.apulvisakha.org

P. S. Prasad Sankhakar, M.A., Ph.D.
Registrar

Date: 29-06-2012

To
The Registrar
The WB National University of Juridical Sciences
Dr. Ambedkar Bhavan
12, LB Block, Sector III, Salt Lake City
Kolkata - 700098

Dear Sir,

- Sub: MOU- Student Exchange Program- Reg.
- Ref: 1. MOU dated 24-3-2012
- 2. This University letter dated 22-6-2012
- 3. Your letter dated 28-06-2012

With reference to the MOU and the letter (3) cited, I thank the authorities of WBNUJS for permitting our student Ms. Delhi Chandana to pursue VII Semester of B.A.LL.B (Hons.) program in your University under student exchange program.

I am by direction of the Vice-Chancellor to inform that Ms. Delhi Chandana is hereby permitted to report to the Registrar, WBNUJS on or before 2nd July 2012 to pursue VII Semester of B.A.LL.B (Hons.) program at WBNUJS under student exchange program between West Bengal National University of Juridical Sciences, Kolkata and Damodaram Sanjivayya National Law University, Visakhapatnam.

X' Since the student has already remitted VII semester fees to our University, you are requested to inform the amount transferrable to your University towards tuition and other fees to enable our University to remit the same. Ms. Chandana will pay for the hostel accommodation charges as per your rules.

Thanking you

Yours sincerely

(Signature)
(P.SUDHAKAR)

AD. may be directed for
for 'x' above. *(Signature)* 30/6/12
Registrar, PC

Copy to: ✓ P.S to Vice-Chancellor, The WB National University of Juridical Sciences, Kolkata.
Academic Coordinator, Damodaram Sanjivayya National Law University, Visakhapatnam.
Ms. Delhi Chandana, VII Semester Damodaram Sanjivayya National Law University, Visakhapatnam together with the copy of letter dated 28-06-2012 of WBNUJS, Kolkata.

A.R (Acad)
for information
to *(Signature)*
for *(Signature)* 30/6/12

Warden-in-charge
of hostel seat *(Signature)*
29/06/12
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5. Report on Annual Convocation of the University

The annual convocation of the WBNUJS was held on 22nd February 2014. The list of students who were awarded degrees and medals in LL.B and LL.M is attached for the perusal of the honourable members.

(Annexure D)

Eighth Convocation 2014

List of candidates receiving various degrees at the Eighth Convocation held on 22.02.2014

2012 Passout Batch**A.****LL.M.**

Sl. No.	ID No.	Name	Mother's Name	Received
1	PG 21016	Ms. Sakshi Sanjay Gandhi	Mrs. Meeta Gandhi	

2013-14 Passout Batch**B.****LL.M.**

Sl. No.	ID No.	Name	Mother's Name	Received
1	PG 21006	Mr. Soumyajit Das	Mrs. Molly Das	
2	PG 21010	Ms. Sayani Mitra	Mrs. Ratna Mitra	
3	PG 21011	Mr. Sourav Ghosh	Mrs. Namita Ghosh	
4	PG 21014	Ms. Parbati Dasgupta	Mrs. Manjula Dasgupta	
5	PG21101	Ms. Sanchari Roy Chowdhury	Mrs. Keya Roy Chowdhury	
6	PG21102	Ms. Kirandeep Kaur	Mrs. Hardeep Kaur	
7	PG21104	Mr. Sugato Mukherjee	Mrs. Suchanda Mukherjee	
8	PG21105	Ms. Shreeparna Dutta	Late Rita Dutta	
9	PG21106	Ms. Fatma Jabeen	Mohjabeen Khatoon	
10	PG21107	Ms. Namrata Gupta	Mrs. Sudha Gupta	
11	PG21108	Mr. Biswanath Gupta	Mrs. Ratna Gupta	
12	PG21112	Ms. Mitul Dutta	Mrs. Risa Dutta	
13	PG21113	Md Kalimullah Khan	Mrs. Zarina Khatoon	
14	PG21114	Ms. Amrita Banerjee	Mrs. Nayanmoni Banerjee	
15	PG21115	Mr. Amarendra Gogoi	Mrs. Laxmi Priya Gogoi	
16	PG21116	Ms. Nabanita Nandy	Late Rupa Nandy	
17	PG21121	Mr. Shouvik Kumar Guha	Mrs. Sharmila Guha	

C.**B.A. / B.Sc. LL.B. (Hons.)**

Sl. No.	ID No.	Name	Mother's Name	Degree awarded	Received
1	208001	Ms. Aayushi Koirala	Mrs. Anita Koirala	B.A. LL.B. (Hons.)	
2	208002	Mr. Galen Bowen	Genevieve	B.A. LL.B. (Hons.)	

Sl. No.	ID No	Name	Mother's Name	Degree awarded	Received
3	208006	Mr. Shambo Nandy	Mrs. Rupa Nandy	B.A. LL.B. (Hons.)	
4	208007	Mr. Debanshu Khettry	Mrs. Rashmi Khettry	B.A. LL.B. (Hons.)	
5	208009	Mr. Abhinav Harlalka	Mrs. Madhu Harlalka	B.A. LL.B. (Hons.)	
6	208010	Ms. Varsha Mullick	Mrs. Kaberi Mullick	B.A. LL.B. (Hons.)	
7	208011	Mr. Parth Sandeep Gokhale	Mrs. Aparna Gokhale	B.A. LL.B. (Hons.)	
8	208012	Mr. Aakash Dasgupta	Mrs. Anita Dasgupta	B.A. LL.B. (Hons.)	
9	208013	Mr. Indrajeet Sircar	Mrs. Madhumita Sircar	B.A. LL.B. (Hons.)	
10	208014	Ms. Aastha Khurana	Mrs. Lata Khurana	B.A. LL.B. (Hons.)	
11	208015	Ms. Yajnaseni Roy	Mrs. Manaswita Roy	B.A. LL.B. (Hons.)	
12	208016	Ms. Monalisa Saha	Mrs. Bithi Saha	B.A. LL.B. (Hons.)	
13	208017	Mr. Sayan Biswas	Mrs. Manisha Biswas	B.A. LL.B. (Hons.)	
14	208018	Ms. Anisha Keyal	Mrs. Rashmi Keyal	B.A. LL.B. (Hons.)	
15	208019	Mr. Vyas Jaimini Ajay	Mrs. Parul Vyas	B.Sc. LL.B. (Hons.)	
16	208020	Mr. Deepto Guha	Mrs. Rajashree Guha	B.A. LL.B. (Hons.)	
17	208021	Ms. Adreeka Pandey	Mrs. Anima Pandey	B.A. LL.B. (Hons.)	
18	208022	Mr. Lokenath Chatterjee	Mrs. Jhuma Chatterjee	B.A. LL.B. (Hons.)	
19	208023	Mr. Arjun Gupta	Mrs. Arati Gupta	B.A. LL.B. (Hons.)	
20	208024	Ms. Pallavi Banerjee	Mrs. Sunita Banerjee	B.A. LL.B. (Hons.)	
21	208025	Ms. Disha Bhutani	Mrs. Arpana Bhutani	B.A. LL.B. (Hons.)	
22	208026	Mr. Lianlemsiam P.	Mrs. Manpi P.	B.A. LL.B. (Hons.)	
23	208027	Mr. Jeet Chaudhuri	Mrs. Madhumita Chaudhuri	B.A. LL.B. (Hons.)	
24	208028	Ms. Nivedita Sen	Mrs. Rita Sen	B.A. LL.B. (Hons.)	
25	208029	Mr. Agnidipto Tarafder	Mrs. Chaitali Tarafder	B.A. LL.B. (Hons.)	
26	208030	Mr. Rishabh Goenka	Mrs. Manisha Goenka	B.A. LL.B. (Hons.)	
27	208031	Ms. Varsha Bhattacharya	Mrs. Sudeshna Bhattacharya	B.A. LL.B. (Hons.)	
28	208032	Mr. Vivek Girish Menon	Mrs. Pushpa Girish Menon	B.A. LL.B. (Hons.)	
29	208033	Ms. Tshering Yangchen Bhutia	Mrs. B. Bhutia	B.A. LL.B. (Hons.)	
30	208034	Mr. Nitish Goel	Mrs. Sangeeta Goel	B.A. LL.B. (Hons.)	
31	208035	Mr. Javedur Rahman	Mrs. Nasima Rahman	B.A. LL.B. (Hons.)	
32	208036	Mr. Saiyed Anzer Abbas	Mrs. Sakira Khatun	B.A. LL.B. (Hons.)	
33	208037	Ms. Akanksha Mahapatra	Mrs. Mandakini Mahapatra	B.A. LL.B. (Hons.)	
34	208038	Mr. Amit Yadav	Mrs. Herdesh Yadav	B.A. LL.B. (Hons.)	
35	208039	Ms. Abigail Hmingthanpari	Mrs. Lalthanksangi	B.A. LL.B. (Hons.)	
36	208041	Ms. Bhavna Jha	Dr. Usha Jha	B.A. LL.B. (Hons.)	
37	208042	Mr. Arun Mal	Mrs. Anuradha Mal	B.A. LL.B. (Hons.)	
38	208043	Ms. Savitha Suresh	Mrs. Usha Suresh	B.A. LL.B. (Hons.)	
39	208045	Mr. Abhinav	Mrs. Aruna Pandey	B.A. LL.B. (Hons.)	
40	208046	Mr. Kartik Khanna	Mrs. Nandini Khanna	B.A. LL.B. (Hons.)	
41	208047	Ms. Rimi Jain	Mrs. Renu Jain	B.A. LL.B. (Hons.)	
42	208048	Ms. Sreerupa Chowdhury	Mrs. Malabika Chowdhury	B.A. LL.B. (Hons.)	
43	208049	Mr. Abhyudai Singh Chauhan	Mrs. Archana Chauhan	B.A. LL.B. (Hons.)	

Sl. No.	ID No	Name	Mother's Name	Degree awarded	Received
44	208050	Mr. Harjass Singh	Mrs. Daljit Kaur	B.A. LL.B. (Hons.)	
45	208051	Mr. Talwar Karan Inderraj	Mrs. Shilpa Talwar	B.A. LL.B. (Hons.)	
46	208052	Ms. Aurghya Mandal	Mrs. Rita Mandal	B.A. LL.B. (Hons.)	
47	208054	Ms. Zothanpuui Varte	Mrs. Mawii Mawizuala	B.A. LL.B. (Hons.)	
48	208055	Ms. Nimisha Srinivas	Mrs. Supriya Srinivas	B.A. LL.B. (Hons.)	
49	208056	Mr. Shouryendu Ray	Mrs. Rekha Ray	B.A. LL.B. (Hons.)	
50	208057	Mr. Sanjay Kumar	Mrs. Sunayna Devi	B.A. LL.B. (Hons.)	
51	208059	Mr. N. Sai Vinod	Mrs. N. Jhansi Vani	B.A. LL.B. (Hons.)	
52	208060	Mr. Aditya Alok	Mrs. Manjeet Alok Gupta	B.A. LL.B. (Hons.)	
53	208061	Ms. Alphonsa Jojan	Mrs. Leelamma Jojan	B.A. LL.B. (Hons.)	
54	208062	Mr. Doddala Yathindra Dev	Mrs. Doddala Jhansi Rani	B.A. LL.B. (Hons.)	
55	208063	Ms. Namrata Das	Mrs. Renu Das	B.A. LL.B. (Hons.)	
56	208064	Ms. Ananya Ramani	Ms. Vijaya Lakshmi	B.A. LL.B. (Hons.)	
57	208065	Mr. Tanuj Kalia	Mrs. Renu Kalia	B.A. LL.B. (Hons.)	
58	208066	Mr. Prateek Batra	Mrs. Neera Batra	B.A. LL.B. (Hons.)	
59	208069	Mr. Pranav Narain	Mrs. Gunjan Narain	B.A. LL.B. (Hons.)	
60	208070	Mr. Gajendra Phulwari	Mrs. Maina Devi	B.A. LL.B. (Hons.)	
61	208071	Mr. Vivek Kumar	Mrs. Lalita Devi	B.A. LL.B. (Hons.)	
62	208073	Mr. Pushkar Thakur	Mrs. Neeta Thakur	B.A. LL.B. (Hons.)	
63	208075	Ms. Amba Uttara Kak	Mrs. Shouma Banerjee Kak	B.A. LL.B. (Hons.)	
64	208076	Ms. Astha Dhanda	Mrs. Sangita Dhanda	B.A. LL.B. (Hons.)	
65	208078	Mr. Aasish Somasi	Mrs. Lalitha Somasi	B.A. LL.B. (Hons.)	
66	208079	Mr. Vibhav Mithal	Ms. Ranjana Mithal	B.A. LL.B. (Hons.)	
67	208080	Ms. Raveena Paul	Mrs. Rajni Thakur Paul	B.A. LL.B. (Hons.)	
68	208081	Ms. Sakshi Agarwal	Mrs. Mamta Agarwal	B.A. LL.B. (Hons.)	
69	208082	Mr. Nikhil P. Joseph	Mrs. Mini Jose	B.A. LL.B. (Hons.)	
70	208086	Ms. Pallavi Sharma	Mrs. Meena Sharma	B.A. LL.B. (Hons.)	
71	208087	Ms. Yaashna Thakran	Mrs. Savita Thakran	B.A. LL.B. (Hons.)	
72	208090	Mr. Shenoy Vedavyas Kamalaksha	Mrs. Lakshmi Kamalaksha Shenoy	B.A. LL.B. (Hons.)	
73	208091	Ms. Aastha	Mrs. Anu Jain	B.A. LL.B. (Hons.)	
74	208092	Mr. Ashutosh Gupta	Mrs. Renuka Gupta	B.A. LL.B. (Hons.)	
75	208094	Mr. Anubhav Dutt Tiwari	Mrs. Alka Tiwri	B.A. LL.B. (Hons.)	
76	208096	Mr. Sankarshana M.	Mrs. Sumana Padmanabha	B.A. LL.B. (Hons.)	
77	208097	Mr. Naman Gupta	Mrs. Beena Gupta	B.A. LL.B. (Hons.)	
78	208098	Mr. Dhruv Vijay Mairal	Mrs. Vineeta Mairal	B.A. LL.B. (Hons.)	
79	208100	Ms. Anupama. V	Mrs. Malathy M K	B.A. LL.B. (Hons.)	
80	208103	Ms. Mita Manoj Kumar	Mrs. Latha Manoj Kumar	B.A. LL.B. (Hons.)	
81	208104	Mr. Prateek Bhandari	Mrs. Vidhi Bhandari	B.A. LL.B. (Hons.)	
82	208106	Mr. Vishnu Shriram	Mrs. Bhuvana A Siddharth	B.A. LL.B. (Hons.)	
83	208110	Ms. Kriti Bhatia	Mrs. Poonam Bhatia	B.A. LL.B. (Hons.)	
84	208111	Ms. Sonal Biswas	Mrs. Satyabha Kumari	B.A. LL.B. (Hons.)	

Sl. No.	ID No	Name	Mother's Name	Degree awarded	Received
85	208113	Ms. Nitika Gupta	Mrs. Poonam Gupta	B.A. LL.B. (Hons.)	
86	208114	Mr. Ashish Kumar Meena	Mrs. Keshwati Meena	B.A. LL.B. (Hons.)	
87	208116	Ms. Reecha Das	Mrs. Madhusmita Das	B.A. LL.B. (Hons.)	
88	208117	Ms. Vasudha Sharma	Mrs. Poonam Sharma	B.A. LL.B. (Hons.)	
89	208118	Mr. Ankit Parihar	Mrs. Geeta Parihar	B.A. LL.B. (Hons.)	
90	208119	Ms. Ayesha Das	Mrs. Debahuti Das	B.A. LL.B. (Hons.)	
91	208120	Mr. Abhijnan Jha	Mrs. Srabani Jha	B.A. LL.B. (Hons.)	
92	208121	Ms. Amrita Sarkar	Mrs. Mina Sarkar	B.A. LL.B. (Hons.)	
93	208123	Mr. Rohan Natarajan	Mrs. Devika Natarajan	B.A. LL.B. (Hons.)	
94	208124	Ms. Stella James	Mrs. Alina James	B.A. LL.B. (Hons.)	
95	208125	Mr. Rudra Pratap	Mrs. Nira Rani	B.A. LL.B. (Hons.)	
96	208126	Mr. Jaideep Reddy K.	Mrs. Girija Reddy	B.A. LL.B. (Hons.)	
97	208127	Ms. Jasoon Chelat	Mrs. Vimala C	B.A. LL.B. (Hons.)	
98	208128	Mr. Aman Taneja	Mrs. Dipali Taneja	B.A. LL.B. (Hons.)	
99	208129	Ms. Kasturika Kaumudi	Mrs. Kaberi Das	B.A. LL.B. (Hons.)	
100	208131	Mr. Ishaan Sharma	Mrs. Archana Sharma	B.A. LL.B. (Hons.)	
101	208132	Mr. Peter Adam	Mrs. MP Mary Kutty	B.A. LL.B. (Hons.)	
102	208133	Ms. Jhelum Roy	Mrs. Shanta roy	B.A. LL.B. (Hons.)	
103	208135	Mr. Siddhant Sihag	Mrs. Urmil Sihag	B.A. LL.B. (Hons.)	
104	207041	Ms. Ratnabali Mukhopadhyay	Mrs. Gouri Mukhopadhyay	B.A. LL.B. (Hons.)	
105	207058	Mr. Nitin Ojwani	Mrs. Santosh Ojwani	B.A. LL.B. (Hons.)	
106	207131	Mr. Ashish Shah	Mrs. Purnima Shah	B.A. LL.B. (Hons.)	
107	207134	Mr. Jit Pramanick	Mrs. Anjali Pramanick	B.A. LL.B. (Hons.)	
108	207063	Mr. Ronald Kursong Sada	Mrs. Christina Lepcha Sada	B.A. LL.B. (Hons.)	
109	206085	Mr. George Varghese	Mrs. Mini E. Varghese	B.A. LL.B. (Hons.)	

Eighth Convocation, 2014

List of candidates receiving medals at the Eighth Convocation to be held on 22.02.2014
2013 Passout Batch

Sl. No.	Name of the Medal	Name of Recipient	Received
1	University Gold Medal for Securing first rank in B.A./B.Sc. LL.B (Hons.) programme	Ms. Anisha Keyal	
2	Sir Ashutosh Mookerjee Memorial Gold Medal for Securing first rank in B.A./B.Sc. LL.B (Hons.) programme	Ms. Anisha Keyal	
3	University Medal for Securing second rank in B.A./B.Sc. LL.B (Hons.) programme	Mr. Rishabh Goenka	
4	Justice V.R. Krishna Iyer Gold Medal for Securing highest marks in Criminal Law	Ms. Vasudha Sharma	
5	N.R. Madhava Menon Gold Medal for Securing highest marks in Media Law	Mr. Abhijnan Jha	
6	D.S. Chimni Gold Medal for Securing highest marks in Public International Law	Mr. Rishabh Goenka	
7	Shanbhogue Raghavendra Rao Subbalakshamma Gold Medal for Securing highest marks in Jurisprudence	Ms. Anisha Keyal	
8	R. Gopalakrishnan Saroja Gopalakrishnan Gold Medal for Securing highest marks in Constitutional Law	Ms. Anisha Keyal	
9	Duttal Jhunjhunwala Memorial Gold Medal to Best student in Labour Law	Mr. Rishabh Goenka, Mr. Kartik Khanna & Ms. Vasudha Sharma	
10	Laxmi Devi Jhunjhunwala Memorial Gold Medal to Best student in Environmental Law	Ms. Pallavi Sharma	

Sl. No.	Name of the Medal	Name of Recipient	Received
11	Sitaram Jhunjunwala Memorial Gold Medal to Best student in Property Law	Mr. Pranav Narain	
12	Kunj Bihari Jhunjunwala Memorial Gold Medal to Best student in Administrative Law	Mr. Kartik Khanna	
13	Duttal Jhunjunwala Memorial Gold Medal to Best student in Corporate Law I	Ms. Anisha Keyal	
14	Laxmi Devi Jhunjunwala Memorial Gold Medal to Best student in Corporate Law II	Ms. Anisha Keyal	
15	Sitaram Jhunjunwala Memorial Gold Medal to Best student in Intellectual Property Law I	Mr. Vyas Jaimini Ajay	
16	Kunj Bihari Jhunjunwala Memorial Gold Medal to Best student in Intellectual Property Law II	Ms. Anisha Keyal	
17	Parbati Debi Jhunjunwala Memorial Gold Medal to Best student in Constitutional Law I	Ms. Anisha Keyal	
18	Parbati Debi Jhunjunwala Memorial Gold Medal to Best student in Constitutional Law II	Mr. Agnidipto Tarafder	
19	P.L. Khaitan Memorial Gold Medal to the Best student in Direct Tax	Mr. Nitish Goel	
20	P.L. Khaitan Memorial Gold Medal to the Best student in Indirect Tax	Mr. Debanshu Khettry	

Sl. No.	Name of the Medal	Name of Recipient	Received
1	Nani A. Palkhivala Memorial Gold Medal For Standing First in order of merit, at the LL.M examination	Ms. Sakshi Sanjay Gandhi (2012 Passout Batch)	

Sl. No.	Name of the Medal	Name of Recipient	Received
1	Nani A. Palkhivala Memorial Gold Medal For Standing First in order of merit, at the LL.M examination	Mr. Shouvik Kumar Guha (2013 Passout Batch)	

6. Report on award of NUJS Merit cum Means Scholarship & IDIA fee waiver

The list of students who were awarded NUJS Merit cum Means Scholarship 2013 is put up for perusal of the honourable members of the Academic Council.

(Annexure E)

The following students of the University had been admitted through CLAT examinations in the B.A. B.Sc. LL.B course. Their pecuniary conditions are very poor and they belong to IDIA project. Their fees have been waived by the University on the basis of their representations.

1. Ms. Kartika Annamalai – IIIrd year

2. Mr. Arvind. B. M. – IVth year

not paid the fees by University

Recipients of NUJS Merit cum Means Scholarship 2013

Sl. No.	I.D. No.	Year	Name of the student	Waiver of tuition fees during this semester
1	213033	1st	R.Venkatesh	100%
2	213105	1st	Prafful Goyal	100%
3	211124	3rd	Sreyan Chatterjee	100%
4	209085	5 th	Rupa Roy	100%
5	210028	4th	Rishabh Sharma	100%
6	212060	2 nd	Atul Kumar Jha	75%
7	210002	4th	Aishwarya Ayushmaan	75%
8	210038	4th	D. Divyanshu	75%
9	210045	4th	Tapobrata Mukhopadhyay	75%
10	210050	4th	Abhinav Chandra	75%
11	210051	4th	Arjun Bhagi	75%
12	209005	5th	Anagh Sengupta	75%
13	209011	5th	Nayantara R.	75%
14	209013	5th	Akanksha Kaushik	75%
15	209038	5th	Pallab Das	75%
16	209059	5th	Prerna Khandelwal	75%
17	209111	5th	Shreyas Vijayvargiya	75%
18	212008	2nd	H.R. Vasujith Ram	50%
19	212134	2nd	Lucy Hmingthanzuali	50%
20	211129	3rd	Shashank Kumar	50%
21	211123	3rd	Sohini Chatterjee	50%
22	210071	4th	Akriti Shashni	50%
23	209033	5th	Pragya Gupta	50%
24	209057	5th	Pankhuri Agarwal	50%

Sl. No.	I.D. No.	Year	Name of the student	Waiver of tuition fees during this semester
25	213139	1st	Vinatoli Yeptho	50%
26	211130	3rd	Soumalya Saha	25%
27	209026	5th	Milan Kumar Singh Tomar	25%
28	209030	5th	Shruti Singh Baghel	25%
29	211101	3rd	Chitwan Deep Singh	25%
30	209101	5 th	Harshit Khandar	25%

7. Semester-wise distribution of subjects for LL.B course

Attached herewith please find the semester-wise distribution of basic compulsory courses for the B.A/B.Sc. LL.B (Hons.) course for the perusal and approval of the honourable members. The above distribution may be applicable from 2013 batch onwards.

Submitted for approval please.

(Annexure F)

Forwarded by Pranav on 29/12/14

Semester wise Distribution of compulsory Subjects for LLB course.

1 st Year	1 st Sem	2 nd Sem
	Contract 1 ✓	Contract 2 ✓
	Sociology 1 ✓	Sociology 2 ✓
	Political Science 1 ✓	Political Science 2 ✓
	Law of Tort including M.V. Act ✓	Property Law ✓
	Legal Method ✓	Family Law 1 ✓
	English 1 ✓	English 2 ✓
2 nd Year	3 rd Sem	4 th Sem
	Family Law 2 ✓	CPC and Limitation Act ✓
	Economics 1 ✓	Economics 2 ✓
	Law of Evidence ✓ <i>Legal History 2</i>	Legal History 1 ✓ <i>Law of Evidence</i>
	Constitutional Law 1 ✓	Constitutional Law 2 ✓
	CrPc ✓ IPC	CrPc ✓ CrPc
3 rd Year	5 th Sem	6 th Sem
	Legal History 2 ✓ <i>Enrolment</i>	Alternative Dispute Resolution ✓
	Interpretation of Statutes ✓	Administrative Law ✓
	PIL and Human Rights ✓	Labour Law and Industrial Law 1 ✓
	Company Law (Corporate Law) 1 ✓	Company Law (Corporate Law) 2 ✓
	Jurisprudence ✓	Elective Course
4 th Year	7 th Sem	8 th Sem
	IP Law ✓	Environmental Law ✓
	Labour Law and Industrial Law 2 ✓	Elective Course 1
	Elective Course 1	Elective Course 2
	Elective Course 2	Elective Course 3
	Elective Course 3	Elective Course 4
5 th Year	9 th Sem	10 th Sem
	Clinic 1 (Drafting, Pleading, Conveyance and Moot Court) ✓	Clinic 2 (Professional Ethics and Professional Accountability) ✓
	Principles of Taxation Law ✓	Elective Course 1
	Elective Course 1	Elective Course 2
	Elective Course 2	Elective Course 3
	Elective Course 3	Elective Course 4

Handwritten notes:
 Legal History 2
 Law of Evidence
 CrPc
 IPC

SEMESTERWISE BREAKUP OF SUBJECTS

Annexure 3

Year	Semester	Course name	Semester	Course name
------	----------	-------------	----------	-------------

Social Science courses:

1. English - I & II ✓
2. Sociology - I ✓
3. Sociology - II ✓
4. Political Science - I ✓
5. Political Science - II ✓
6. Economics - I ✓
7. Economics - II ✓
8. Legal History - I ✓
9. Legal History - II ✓

Law courses:

1. Legal Method ✓
2. Law of Contract (Contract - I) ✓
3. Special Contract (Contract - II) ✓
4. Law of Tort including M.V. Act ✓
5. Property Law ✓
6. Family Law - I ✓
7. Family Law - II ✓
8. Constitutional Law - I ✓
9. Constitutional Law - II ✓
10. Law of Crime I (IPC) ✓
11. Civil Procedure Code (CPC) and Limitation Act ✓
12. Law of Evidence ✓
13. Jurisprudence ✓
14. Public International Law and Human Rights ✓
15. Law of Crime - II (CrPC) ✓
16. Administrative Law ✓
17. Environmental Law ✓
18. Labour and Industrial Law - I ✓
19. Labour and Industrial Law - II ✓
20. Company Law - I (Corporate Law) ✓
21. Company Law - II (Corporate Law) ✓
22. Alternate Dispute Resolution ✓
23. Interpretation of Statutes ✓
24. Principles of Taxation Law - I ✓
- ~~25. Principles of Taxation Law - II~~
26. Clinic - I (Drafting, pleading and conveyance and Moot Court) ✓
27. Clinic - II (Professional Ethics and Professional Accountancy) ✓
- ~~28. Banking Law~~
- ~~29. IP - I~~
- ~~30. IP - II~~
- ~~31. Agricultural Law~~
- ~~32. International Trade Law~~
- ~~33. Human Rights Law~~
- ~~34. Insurance Law~~

May be approved
for implementation
with effect from
01/7/2013

AR (L-2) I
26/13

26/7/13

Ye approved.
07.6.13

1 st year	4 th semester	Legal Method Sociology I Political Science I Law of Contract (Contract I) Law of Tort including M.V Act English I	2 nd semester	Political Science II Property Law Sociology II Special Contract (Contract II) Family Law I English II
2 nd year	3 rd semester	Economics I Constitutional Law I Legal History I Law of Crime I (IPC) Family Law II	4 th semester	Legal History II Constitutional Law II Economics II Civil Procedure Code (CPC) and Limitation Act Law of Crime II (CrPC)
3 rd year	5 th semester	Jurisprudence Public International Law and Human Rights Law of Evidence Company Law (Corporate Law) I Administrative Law	6 th semester	Company Law (Corporate Law) II Environmental Law Alternate Dispute Resolution Labour and Industrial Law I Human Rights Law
4 th year	7 th semester	Labour and Industrial Law II Agricultural Law IP- I Banking Law Elective Course I	8 th semester	Interpretation of Statutes IP- II International Trade Law Insurance Law Elective Course II
5 th year	9 th semester	Principles of Taxation Law I Clinic I (Drafting, pleading and conveyance and Moot Court) Elective Course III Elective Course IV Elective Course V	10 th semester	Principles of Taxation Law II Clinic II (Professional Ethics and Professional Accountancy) Elective Course VI Elective Course VII Elective Course VIII


A.R. Academics


2/6/13

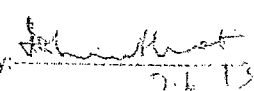
Dr. A. Mazumdar

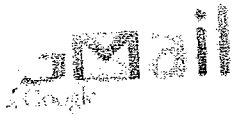

7/6/13

Prof. M. K. Sinha


on vacate

Approved by:


7-6-13
Prof. (Dr.) F. Ishwara Bhat, Vice Chancellor



Recd. at 10.05 P.M (time)
on 10.6.14 By Gaba

Semesterwise distribution of compulsory subjects

Tue, Apr 29, 2014 at 12:08 PM

Akshat Gupta <akshatgupta.ag@gmail.com>
To: Assistant Registrar Academic <a.r.academics@gmail.com>

Dear Sir,

Please find attached the document with the updated semester-wise distribution of courses. This has been prepared after taking into account the inputs provided by the Class Representatives's.

The primary consideration while preparing this semester-wise distribution of courses was that courses should be placed such that students get an opportunity to learn them at the appropriate time and such that courses essential for different internships are finished in time.

Hope this will be taken into consideration while preparing the final semester-wise distribution of courses.

We would also sincerely request that this distribution of courses be made applicable from the batch that will be joining the University this year and further, that it remains unchanged through the 5 years of their study, as applicable to them. However, this shall not preclude the University from revising the distribution of courses for the subsequent batches, the only request from our side being that the course distribution remains unchanged for each batch, as notified to them at the commencement of the course.


Also, we wanted to seek a clarification with regards to whether Family Law, Labour and Industrial Law, and Corporate Law will actually be taught as 2 courses. If not, do let us know so we will re-arrange the distribution of courses and send you an updated compilation.

Thanking You,

Yours sincerely,

Akshat Gupta
President, SJA

On Fri, Mar 14, 2014 at 2:23 PM, Assistant Registrar Academic <a.r.academics@gmail.com> wrote:
[Quoted text hidden]

 Sem Wise Distribution of Subjects - Student Response.docx
15K

To AR (Ac)
To be intimated to AC.
Per 10/6/14

8. MOU (Memorandum of Understanding) with IP Leader for offering Master in Business Law (MBL) course.

The above MOU has been finalized for the sake of better education. The terms and conditions of MOU is also conducive to the University.

Submitted for the perusal and approval of the honourable members.

(Annexure G)

*ve met
final*

*approved
GPM*

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATION AND ASSISTANCE ON
MASTER OF BUSINESS LAWS COURSE**

THIS MEMORANDUM OF UNDERSTANDING is made at [*insert place*] on this [] day of April
2014

BETWEEN

The West Bengal National University of Juridical Sciences, established under the West Bengal National University of Juridical Sciences Act, 1999 (West Bengal Act IX of 1999), notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004, and granted permanent affiliation by the Bar Council of India in July 2005, having its campus at Dr. Ambedkar Bhavan 12, LB Block, Sector III, Salt

Lake City Kolkata - 700098, represented through its Vice Chancellor, and hereinafter referred to as **NUJS** or the University, which expression shall, unless repugnant to the text or meaning thereof include its successors and permitted assignees of the **FIRST PART**

AND

Intelligent Legal Risk Management Solutions LLP (hereinafter referred to as iPleaders for the purposes of this Agreement, iPleaders being the flagship brand and business unit through which this contract will be performed), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2009, with registration no. AAA - 5026, and having its registered office at 34/1 Bhattacharjee Para Lane, Howrah Municipal Corp. Shibpur, Howrah - 711104, which shall conduct the course through its flagship brand "**iPleaders**", expression shall, unless repugnant to the context of meaning thereof include its successors and permitted assignees of the **SECOND PART**.

NUJS and iPleaders shall each individually be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. NUJS is a leading Indian University and its objectives, *inter alia*, are to advance and disseminate Learning and knowledge of law and legal processes and their role in national development; to promote legal knowledge and to make law and the legal process efficient instruments of social development; to develop in the student and research scholar a sense of responsibility to serve society in the field of law by developing skills with regard to advocacy legal service, legislation, law reforms and the like: and to promote inter-disciplinary study of law in relation to management, technology, international cooperation and development.
- B. iPleaders is engaged in the activity of developing various online, mobile-delivered courses and courses administered through blended learning (Programs), which are created and conducted by iPleaders alone or in collaboration with other entities, including industry bodies or institutional partners such as universities.
- C. iPleaders has considerable experience in the legal education sector and managing online delivery platform for delivering educational services, administration, teaching and online marketing of various Programs.
- D. iPleaders has helped NUJS in conducting the diploma course in Entrepreneurship Administration and Business Laws since July 2012;
- E. Both parties acknowledge that:
 - a. Education is naturally heading towards an online revolution. Highly relevant and practical online courses represent the future due to lower costs, convenience, greater choice for students and ease of scaling. The potential of reaching out to working professionals (for whom classroom-based courses are impractical) and other target audiences irrespective of geographical limitations and time constraints is also a massive strength of online courses.
 - b. Universities which provide useful skillsets through these courses will be able to make more meaningful societal impact as compared to those exclusively focussed on classroom-based training. They will also be able to garner great reputation and respect.

- c. Revenue potential from online courses is significant, which can be channelized for various initiatives and infrastructure development. The revenue from online courses will reduce the need to charge high fees to students.
 - d. With the increase in corporate litigation and the exponential growth in business transactions, the Masters in Business Law course has a huge demand amongst working professionals and managers who want to cope with the needs and requirements of the modern day business environment, develop the ability to manage legal resources, handle business transactions more effectively, follow best practices in corporate governance and add relevant skillsets to their profile.
- F. In view of the above, NUJS seeks the assistance of iPleaders to commence Master of Business Laws (**MBL**) course online in accordance with this MOU, the Schedule and the Annex..
- G. Both Parties have identified an opportunity to achieve the above goals and for the above mentioned purpose are desirous of entering into this binding Memorandum of Understanding (hereinafter referred to as 'this MoU'). The Parties have determined and allocated between themselves their respective responsibilities, interests, and liabilities in the MoU below.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Object and Working of the MoU

- i. The University acknowledges the need for launching highly relevant and practical online Master in Business Laws course (the **Program**), offering different specializations as per the requirements in the market. Details about how the Program will be conducted are specified in the Schedule and the Annex. New specializations for the Program may be added based on mutual discussion between the Parties.
- ii. This MoU governs the terms of the relationship between the University and iPleaders in connection with the Program.
- iii. A new specialization for the Program may be brought under the purview of this MOU with mutual consent of both the parties. A specialization may be suggested by the University or, due to its interface with various industry experts, by iPleaders, which shall assist NUJS in the identification of relevant specializations of the Program that are relevant to different focus groups.
- iv. The Parties acknowledge that commencement of the MBL Program will be conditional on obtaining approval from the Academic Council, Executive Council or Finance Committee (the **Governing Bodies**) of the University, as applicable. Such approvals shall be a condition precedent to the obligations of the Parties under this MoU. The obligations under this MOU shall be triggered if necessary internal approvals are not obtained from the governing bodies of the University.
- v. Both parties acknowledge that the UGC may in certain cases require academic modifications to the Program, such as the course structure, curriculum, title of the Program or the degree conferred, which shall be adhered to by both iPleaders and the

University. It is clarified that this will not alter the inter-se obligations of the parties and their financial arrangement under this MoU.

2. Terms of the Association

Broadly speaking, the responsibilities of the Parties shall be as follows. A detailed division of the tasks which are necessary to discharge the functions as per each item of responsibility is set out in the Schedule to this MoU.

2.1 Responsibilities of iLeaders

iLeaders' responsibilities shall include the following:

- i. Provide e-learning expertise, with respect to the following:
 - a. Create e-learning materials on various topics in relation to the syllabus of different specializations for the Program through subject-matter experts – such materials may comprise videos, animation, screencasts, webinars, checklists, flowcharts, notes, handouts, presentations and documents, games and may be accessible over mobile devices or web. E-learning materials shall be created in consonance with applicable UGC requirements.
 - b. Convert any existing and future materials that the NUJS may create for online delivery for the Program.
 - c. Provide state of the art technological support through an integrated online learning system which can be accessed on laptops, mobiles and tablets and management of e-learning content on the platform
 - d. Provide a secure testing platform for conducting online tests.
 - e. Manage student communications, feedback, academic doubt-clearing and administrative support on a prompt basis (with necessary cooperation of the University)
- ii. Creating awareness about role of law for different focus groups for the purpose of promoting the Program through various online and offline channels.
- iii. iLeaders will search, liaise, identify and assist the University in identifying industry experts who are willing to help in the development of content for the Programs.
- iv. iLeaders may, from its market research and learner surveys, identify and suggest additional Programs that the University may start.
- v. iLeaders would be responsible for the execution of marketing and sales activities of the Programs to ensure their commercial viability, such as social media outreach, informational and content marketing and creation of online and offline marketing channels and public-relations activities to ensure commercial viability and maximum reach of the course.

Note: Study materials for the Program shall be ultimately vetted and approved by the university for its academic quality and standard.

2.2 Responsibilities of the University

University's responsibilities shall include the following:

- i. Collection of fees and payments into the respective bank accounts for the Program
- ii. Academic supervision of the content quality in consonance with applicable regulatory norms
- iii. Necessary involvement and supervision of the testing process
- iv. Issuance of appropriate certification to successful candidates

2.3 Other duties of the University

The University shall take steps to ensure that:

- i. it takes best efforts in obtaining necessary approvals from the Governing Bodies
- ii. it will make necessary applications to the University Grants Commission, on a prompt basis
- iii. accounting records and receipts are accurately maintained
- iv. it performs its duties under the MoU in good faith and in a prompt manner.

iPleaders will provide necessary assistance to the University in providing all necessary information and support so that it can expedite fulfillment of its duties above.

2.4 Manner of conducting the Program

- i. The Parties shall conduct the Program as per a frequency that is mutually decided between them. At least 2 batches of the Program shall be commenced every year. Additional batches may be started as per the demand for the Programs at any time of the year after taking prior permission from the University.

The University shall appoint one faculty member as the nodal Point of Contact, who shall be responsible for all the approvals which are required to be granted by the University in respect of its obligations under this agreement. It shall dedicate necessary support staff for the performance of its functions under this agreement.

- ii. Interested students shall have the option of accessing the University's library and online resources. They may be required to provide necessary documents for the purpose. The University shall not levy any extra charges for the same, unless there is significant strain on the infrastructure, in which case a reasonable sum may be finalized upon discussion with the University and iPleaders. The University shall also cooperate to provide remote access wherever possible, and may charge a reasonable sum to the students for the same, which corresponds to the fee structure of the Program.
- iii. The fee for the Program shall be as per the annex. Fees may be payable in instalments, as decided by University and iPleaders.

2.5 Financial Provisions

- i. Both Parties have agreed upon a revenue share system for the Programs. The Parties understand that this revenue share must recognize the value that the University's name brings to the Programs as well as the efforts that both Parties will have to incur in making the Program successful.
- ii. The University acknowledges that:

- a. iPleaders will incur substantial expenditure to launch and market the Programs for each batch, before there are revenues for the Program.
 - b. Interruptions in the transfer of funds from the course revenues may affect the performance of iPleaders' responsibilities and the effectiveness of its activities, which may adversely impact the success of the Programs.
 - c. The University will not be required to make financial investments on its own end for the Programs. iPleaders shall be responsible for bearing the costs to launch the Program.
- iii. In light of the above, the University and iPleaders shall share all course revenues in the ratio of 40:60 respectively ("Revenue Sharing Ratio").
 - iv. The University shall not levy any charges or costs which relate to the performance of its functions. It is clarified that no institutional charges shall be levied.
 - v. Marketing of the Program shall be the responsibility of iPleaders. However, in case the University proposes to carry out any marketing or publicity, it shall bear these expenses from its revenue share.
 - vi. As a general rule, iPleaders shall be expected to bear the financial costs of incurring its responsibilities towards the Program from its revenue share.
 - vii. NUJS shall open a separate centralized bank account for the Program with a scheduled bank in India, into which all candidates registering for the Program will be required to deposit their enrolment fees ("Course Account" or "University Account"). The account should have internet and mobile intimation systems enabled so that balances can be seen at any point of time.
 - viii. Revenues shall be shared every month, within 2 weeks from the end of each month. In case this mechanism is found to be administratively inconvenient by NUJS and iPleaders, NUJS may issue the bank into which the course fees are received a standing instruction to share 60 percent of the amount deposited into the University Account by students with iPleaders by transfer to its bank account.
 - ix. Expenses towards discharge of the University's responsibilities shall be borne by the University from its revenue share. The University may only withdraw amounts from the University Account in accordance with this agreement.
 - x. iPleaders shall be entitled to request advances from the University for the performance of its functions, which may be set off subject to any future revenues.
 - xi. iPleaders may request an advance from the University or request it for the creation of a special technical / marketing budget or reserve in case it is unable to meet the costs from its revenue share.

3. Intellectual Property Rights

- i. Unless otherwise expressly agreed in writing between the parties, all rights, title and interest in and to all trademarks, logos, trade names, literature, copyrights, database rights, patents, designs and all other intellectual property rights ("the iPleaders' Intellectual Property") shall exclusively rest with iPleaders. Copyright in content or study materials created or commissioned by

iPleaders (whether with or without the help of subject-matter experts), training materials, or posters, promotional emails or any other materials prepared by iPleaders (whether with or without the help of subject matter experts of an industry panel that is constituted by iPleaders for the benefit of the University) shall vest in iPleaders. Academic quality of the study materials, however, shall be supervised by the University. The University will have a license to use study materials in the manner specified in clause 3(ii).

- ii. The University has license to use the materials for the purposes of conducting the Program under this MOU – it can continue using all materials for finishing any past batches of the Program that were commenced prior to termination of the MOU, after termination of the MOU. It may also use the materials created for the Programs for its internal teaching and research purposes provided that iPleaders receives acknowledgement on such materials in a mutually discussed and agreeable manner.
- iii. NUJS may develop or commission development of its own study materials for the Program, in which case copyright shall vest with the University.
- iv. NUJS grants iPleaders the non-exclusive license to use its logo, name, trademarks, service marks, word marks, branding on the course materials, training materials, or posters, promotional emails, websites or any other materials for the purposes of this agreement in a mutually discussed and agreeable manner.
- v. The Parties shall be free to create products based on the material on which they own copyright, including textbooks and other training materials, whether in print or in an electronic format; the Parties shall discuss the revenue shares, if any product is jointly developed and launched by them and finalize the same upon mutually agreeable terms.

4. Term and Termination

- i. Effective date of MoU: This MoU shall be effective from the date of execution.
- ii. The term of this MoU is five years from the date of execution, renewable on mutually agreed terms.
- iii. This MoU can be terminated by either Party with 6 (six) months' notice for the violation of any of the terms of this MoU or for any other reason. In case of termination or expiry, any batches of any of the Programs under this MOU that are commenced prior to the termination or expiry will be completed as though this MOU were still in existence.
- iv. Regardless of termination of this MoU, the Parties' responsibilities and liabilities hereunder shall continue with respect to ongoing batches admitted prior to the date of termination only.

5. Amendments

Amendments for change hereof or addition hereto shall only be effective or binding on either of the Parties hereto when set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

6. Force Majeure

The Parties will not be liable to each other for failure or delay in the performance of any of their obligations under this MoU for the time and to the extent that such failure and delay is caused by riots, wars, serious hostilities between nations, Acts of God, storms, fires, sabotages or explosions.

In the event that either Party is, either wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MoU for any cause set forth hereinabove, such Party shall give written notice to the other Party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reasons for such prevention or hindrance, and the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

7. Indemnity

Each of the Parties shall defend, indemnify and hold the other Party harmless from and against any claim, liability, loss, costs or expenses arising out of or resulting from the breach of the provisions of this MoU.

8. Matters not provided for in this MoU

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the Parties to this MoU would consult with each other in each instance and resolve such doubts in good faith.

9. Settlement of Disputes and Jurisdiction

The Parties agree that in the event of any dispute or difference arising between the Parties in connection with this Agreement the aggrieved Party shall notify the other of the issue dispute. The Parties shall attempt to reach an amicable solution by mutual discussion within thirty days. In case of failure to resolve disputes amicably, the parties will resort to alternative dispute resolution mechanisms such as arbitration, mediation or conciliation. If all other processes fail, the parties shall resort to arbitration for effective and binding resolution of disputes.

10. Notices

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other Party in writing and in the manner herein before provided to:

NUJS:

Registrar:

West Bengal National University of Juridical Sciences
Dr. Ambedkar Bhavan 12, LB Block, Sector III, Salt Lake City
Kolkata - 700098

Email: registrar@nujs.edu

Attn: NUJS-iPleaders collaboration – [Name of the Course]

iPleaders:

Abhyudaya Agarwal/Ramanuj Mukherjee

G-101, Saket, New Delhi - 110017

or: abhyudaya@ipleaders.in; ramanuj@ipleaders.in

Attn: University - iPleaders collaboration – [*Name of the Course*]

11. No Partnership or Agency

It is clarified that nothing in this MoU shall be construed so as to create a trust or partnership between the Parties.

12. Further Acts and Assurances

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MoU and to consummate the transactions contemplated hereby.

13. Applicable Laws

The MoU will be governed construed and enforced in accordance with the laws of India.

14. Headings

The headings used in this MoU are inserts for convenience of reference only and shall not effect the interpretation of the respective clauses and paragraphs of this MoU.

15. Survival of Rights and Obligations

Termination of this MoU will not release a Party from any liability which at the time of termination has already accrued to that Party or which thereafter may accrue in respect of any act or omission of the Party prior to such termination.

16. Interpretation

16.1 This MoU has been executed in the English language only, and only the English Language shall be used for its interpretation. No translation of this MoU into another language shall be of any force or effect in the interpretation of the intent of either of the Parties hereto.

16.2 This MoU constitutes the whole and only agreement as at the date hereof between the Parties with respect to the subject matter described herein.

16.3 Except to the extent saved in this MoU, this MoU supersedes and extinguishes any prior drafts, agreements undertakings representations warranties, promises, assurances and arrangements of any nature whatsoever in writing or not in writing relating to the subject matter of this MoU.

Schedule

Detailed Roles and Responsibilities of Parties with respect to each phase of a Program

I. Student Enrolment Process and Student Registration

iPleaders.

1. iPleaders will be responsible, along with the University, to offer assistance to, and guide all potential students through the online and offline enrolment processes.
2. iPleaders, on receipt of all details relating to enrolled students given by University shall create individual students' registration accounts and enable their access to the course material. This will be done within 1 week of receipt of enrolment details from the University.
3. iPleaders shall also send all enrolled students a confirmation email with their log-in details to their email address.

The University.

1. Students may enroll for the proposed Program through an online payment gateway that the University shall provide on its website, as well as through the existing enrolment procedures provided by the University.
2. The University shall share with iPleaders all details relating to the enrolment process and share enrolment confirmation records on a real-time basis.
3. The University shall be responsible for handling the receipt of all documents as sent for enrolment verification on a prompt basis.
4. The University shall be responsible to provide iPleaders all details relating to enrolled students on a real-time basis so as to enable their immediate access to the iPleaders learning management platform. This will be done through a daily update via email to the identified iPleaders email address.
5. The University shall also send all enrolled students a confirmation email / correspond with students to inform them of any irregularities in the documents sent within 7 days of verification of documents and confirmation of enrolment. A copy of this email correspondence will be also sent to the identified iPleaders email id.

II. Preparation of Program Content and Other Course Material

iPleaders:

1. iPleaders shall propose to the University a Program structure, a curriculum and teaching methodology for the Program. The University shall provide feedback after necessary internal or external consideration, according to which the structure, curriculum and teaching methodology will be finalized by iPleaders. The parties shall try to resolve any differences in opinion through mutual consultation and agreement, but the University shall have the final decision-making authority on these aspects.
2. iPleaders shall be responsible for the creation of all e-learning content in consultation with subject-matter experts to be utilized for the Program. iPleaders may help the University in

identifying experts who may be members of an industry panel, with the objective of helping the University in identifying subject-matter experts. iPleaders shall retain all copyright and other rights in any materials that it creates for a specific Program (whether with or without the help of the industry panel), and shall grant the University a license in perpetuity to use such materials for the Program alone.

3. iPleaders shall be responsible for sequencing the e-learning content, and for preparing the delivery framework. iPleaders shall provide the plan it intends to use for sequencing such e-learning content and the delivery framework to the University for review and approval before utilizing it for the purposes of the Program.
4. iPleaders shall be responsible for identifying researchers, content creators, and subject-matter experts for the preparation of all e-learning content. iPleaders shall provide a list of identified researchers, content creators, and subject-matter experts to the University.
5. iPleaders may appoint interns to assist with research and creation of the content for the Program. In the event iPleaders takes interns, University and iPleaders may jointly issue a certificate of internship to such interns. University may at its option choose to interview the intern at the end of the internship, for issuance of the certificate jointly in the name of the University.

The University

1. The Point of Contact authorized by the University under this MoU shall be responsible for performing the functions under this head.
2. In case of any material change in the program structure from the version adopted by the University, iPleaders shall notify the University reasonably in advance, and the University shall revert to iPleaders on the Program structure, curriculum, teaching methodology, and subject-matter experts on a prompt basis.
3. The University shall make best efforts to ensure that it provides its consent for, or comments on, any of the Program structure, curriculum e-learning content, e-learning sequence, delivery framework, teaching methodology, or the list of identified researchers, content creators, and subject-matter experts submitted by iPleaders in a speedy manner.
4. The University shall take best efforts on its side to ensure the speedy and smooth delivery of a Program.

III. Academic Servicing - Online/Offline

iPleaders

1. iPleaders shall implement the following features of the program on the University website or a sub-domain. University shall provide all necessary and requisite assistance in relation to implementing the features in paragraphs below on its website. iPleaders shall ensure that any University-identified representative shall be given complete access to the relevant sections of the Program on its learning management system when requested. In case of unforeseen circumstances, iPleaders may host the Program on its website, subject to mutual agreement with the university. University shall in any case retain the power to review the content of the Program as provided in the other clauses of this Agreement.

2. iPleaders shall be responsible for the delivery of online content through iPleaders' learning management system which may be provided through a sub-domain of the university. This shall include:
 - a. Continuous and timely uploading of content.
 - b. Use of content authoring tools - software for creation of videos, presentations and other online learning based tools.
 - c. Creation of additional content, both academic and non-academic, in the form of videos, blogs, newswires, and discussion forums.

3. iPleaders shall be responsible for the management of an online learning platform for the Course, including its technological aspects. This shall include:
 - a. Program-specific system maintenance and upgrades server space and hosting.
 - b. Student management including the enrolment process.
 - c. Generating User Reports such as Grade Sheet, Participation and Activity Reports.

4. iPleaders shall be responsible for the following aspects related to customer support and subject-matter experts:
 - a. Identifying and involving subject-matter experts in content preparation
 - b. Field knowledge and industry updates
 - c. Preparing systems for discussions, doubt-clearance and administrative support-related queries

5. iPleaders shall be responsible for tests and academic servicing via its Learning Management System and for student support. This shall include:
 - a. Conducting multiple-choice / other online format quizzes and tests
 - b. Conducting group-based projects
 - c. Student mentorship plans
 - d. Periodic student interactions and monitoring progress
 - e. Doubt resolution
 - f. Administering periodic feedback mechanisms

6. Placement assistance may be provided by iPleaders to the university students for some or all Programs.

University

University shall provide all necessary and requisite assistance in relation to implementing the features in paragraphs 1 to 6 above on a suitable directory on its website. All tests which are counted towards assessment of students shall be administered.

IV. Student Assessment and Certification

The University and iPleaders

1. The University shall finalize the assessment and graduation mechanism, including a continuous evaluation mechanism for the Programs (in consultation with iPleaders on the technological deployment and related aspects).
2. iPleaders shall be responsible for implementation of the tests on the technology platform.
3. iPleaders shall obtain the University's approval before uploading any test or exercise that is counted towards assessment.
4. The University shall be responsible for awarding certification to all students who have completed the courses successfully within two months from the last date of examination conducted for the particular Program. A re-examination will be organized to give an opportunity for those who fail any of the courses to start them afresh.
5. At no stage shall the university outsource the testing process. The University shall exercise supervision over the testing process as per applicable regulations of the University Grants Commission or other regulatory body. It may nominate suitable number of faculty members / experts / or constitute a committee to supervise this exercise.
6. Where dissertations / end-of-term essays are prescribed, such papers may only be corrected by faculty identified for this purpose by the University, who must possess necessary expertise. iPleaders may provide necessary assistance in identifying relevant subject matter experts or faculty. iPleaders may assist the University in determining the manner and timelines for correction of the end-of-term essays.
7. It is clarified that the University shall retain the final authority on the content and manner of conducting examinations; any changes to the agreed examination systems, including a change in methodology, a change in dates, or any related items must be communicated to iPleaders before the commencement of any batch of the Program. The examinations and tests will be online and will only be uploaded once they are approved by the university in accordance with its directions. If the University wishes to add its own tests / examinations as well, it can devise the question papers, and iPleaders can upload it on its website. NUJS should approve the academic standard and questions of test.
8. iPleaders shall provide the marks of the testing process to the University so as to enable the University to successfully execute the certification process.
9. Both parties shall co-operate with each other so that the testing and certification process is carried out smoothly.

V. Program Marketing, Outreach, Public Relations and Sales

iPleaders

1. iPleaders shall be responsible for the formulation and execution of the marketing and sales strategy and creation of online and offline sales channels.
2. iPleaders shall be responsible for promoting the Program through online marketing formats and media, such as Google Search Engine Optimisation, Google AdWords, social networking platforms, iPleaders' website and iPleaders' partner websites, where possible.
3. iPleaders shall ensure publicity and awareness building activities in relevant sectors of the market as applicable and as mutually agreed with the University.
4. iPleaders shall be responsible for the design and creation of all marketing and sales collateral, such as posters, flyers, or brochures.
5. iPleaders shall conduct events, including seminars, road-shows, workshops and contests, both on-ground and online, if necessary, to spread awareness and information about the Programs. It may award gifts to the winners of such programs. In certain cases sponsorship of college festivals may be necessary in lieu of advertisement to promote the Programs.
6. iPleaders shall be responsible for the website design and content management of the Program on both, the University's and iPleaders' sites.
7. iPleaders shall be responsible for all such other marketing, sales, and publicity efforts as the University and iPleaders may mutually agree upon.
8. iPleaders may opt to release advertisements in print media in consultation with the University. iPleaders shall bear initially the costs related to such advertisements, which shall be recovered from the revenues of the course in the manner stipulated for Development Costs.
9. In performing all the above activities, iPleaders shall ensure fair and accurate representation of the Programs and shall not perform any activity that brings the University to disrepute or embarrassment, or any fraudulent or other illegal activity.

The University

1. The University shall co-operate in marketing exercises where possible – it may help out in carrying informational exercises, organizing press conferences and putting up posters in strategic locations within and in the vicinity of the University which provide information about different courses.
2. The University shall ensure that relevant front-desk staff members are sufficiently informed about the courses so that they are able to redirect any queries relating to the courses to the appropriate persons.
3. The University shall consult iPleaders prior to the release of any Program-related advertisement / visibility exercise to ensure that all marketing efforts are synergized and to prevent excessive expenditure.

4. The University shall cooperate with iPleaders to implement modifications, announcements, notifications or relevant advertisements in connection with the Programs on the University's website.

VI. Finances and Budgets

The University

1. The University will collect all the fees from the students and shall pay the revenue share from enrolment receipts set out in this MoU to iPleaders for providing their expertise and services. iPleaders may have a link on their sites which allows payment to be made electronically to the respective Program account (or where permission under this Agreement has been obtained, under iPleaders account) specially maintained for this purpose. In the event that the University and iPleaders mutually agree to allow students to make payments for enrolment to the Program through iPleaders' websites and online platforms, iPleaders will collect fees from the students, and shall retain only its revenue share from such receipts, and pay the remaining portions of the of the total fee received to the University.
2. As the University shall collect fees, in order to ensure easy and effective accounting a separate account with the University's bank specifically for the purposes of the Programs shall be created. A separate account may be created for each Program.
3. In the event that the University and iPleaders mutually agree to allow students to make payments for enrolment to the Program through iPleaders' websites and online platforms iPleaders will provide a statement of payments received in relation to the Program to the University upon demand.
4. The University shall ensure necessary approvals are obtained (internally or from the finance committee) to ensure opening of specific bank accounts which are operated solely by the university / jointly by the University and iPleaders for the Programs. The University agrees that for the smooth collection of fees from students it may be required to open an account in another bank which allows more flexible payment options such as the ability to pay in EMIs.
5. The University agrees to facilitate provision of internet, mobile and SMS banking facilities so that necessary backend and administrative support may be provided by iPleaders to students regarding fee payments and receipt of instalment amounts.
6. Obtaining necessary permissions to activate online payment-gateway systems for collection of student fees.
7. The University will share with iPleaders all data relating to enrolments in the Program on a real-time basis.
8. In case the University is unable to perform the above for a continuous period of 1 month and such issues recur for a period of 15 days after iPleaders has issued a notice to the University, iPleaders may:
 - a. Collect payments on behalf of the University and deposit in the University's bank account;

- b. Collect payments in its own account and share revenues on a monthly basis with the University.
9. The University and iPleaders will settle accounts for each batch of the Program as explained above in the MOU.
10. iPleaders will initially bear the costs for the Programs such as the following, from its revenue share:
 - a) Development of the Program content, instruction and assessment material.
 - b) Program delivery and student servicing including technology usage, faculty and online testing and evaluation.
 - c) Advertisements online — Search engines, website placements, online publicity, etc.
 - d) Payments to regional consultants and city representatives.
 - e) Payments to expert faculty, researchers, and content creators, in relation to any material that it creates for the Program.
 - f) All costs related to the online learning management system, including students management costs, server and related technology costs, website maintenance and servicing costs, and any other development costs.
 - g) iPleaders may request an advance from the University or request it for the creation of a special technical / marketing budget in case it is unable to meet the costs from its revenue share.
11. The University shall ensure that necessary approvals are obtained (internally or from the finance committee) to ensure opening of specific bank accounts which are operated solely by the university / jointly by the University and iPleaders for the Programs. The University may be required to open
12. The University shall undertake best efforts to expedite obtain necessary permissions to activate online payment-gateway systems for collection of student fees.

VII. Other responsibilities

The University

1. Ensuring necessary steps are taken to obtain relevant internal and external approvals for starting, continuous running and renewal of Programs (where necessary) in good faith and in a speedy manner.
2. Providing all necessary support, facilitation and taking necessary steps to ensure that any notifications, announcements or changes in connection with the Programs are promptly updated on the University's website.
3. Ensuring necessary support in the enrolment process through timely verification of documents, reporting of enrolments, clear systems to monitor fee payments etc.
4. Ensuring timely feedback and suggestions on all content.
5. Providing necessary support in the delivery of content.

6. Providing the necessary certification and ensuring timely completion of all pre-requisites to this process.
7. Providing necessary support in timely clearance of all financial and fee sharing matters.
8. Maintaining adequate levels of co-ordination with its online banking partner and payment gateway to ensuring that the financial processes are conducted smoothly.
9. Providing iPleaders with any other assistance as may be required, to create a Program of the highest quality.
10. The University shall be responsible to ensure that adequate internal resources and man-power (faculty members and administrative staff) are allocated toward the effective management of the Programs from the university's end – this must be in consonance with applicable UGC Regulations from time to time. For the purpose of dealing with iPleaders in connection with this MOU, the university shall designate such specific number of faculty members and administrative staff as is reasonably necessary. At the minimum there should be at least 1 resource who shall be solely responsible for all Program-related matters. iPleaders may be consulted if the University intends to increase the number of resources dedicated to the Programs from the University's end, in case the number is in excess of the requirement under applicable UGC Regulations.

ANNEX ON SPECIFICATION OF THE MASTER IN BUSINESS LAWS PROGRAM

Name of Program	<p>Master in Business Laws, with the following specializations:</p> <ul style="list-style-type: none"> • <i>Corporate Governance, Legal Strategy and Compliances</i> • <i>Information Technology and Intellectual Property Law</i> • <i>Investment and financial laws.</i> <p>Additional specializations may be offered if the University and iPleaders identify demand for the same, subject to necessary approvals.</p>												
Duration	2 years												
Type of certification	Post graduate degree course												
Teaching methodology	The course will be taught completely online through learning materials comprising animation, videos, checklists, notes, formats of different agreements, orders, notices and policies, etc. uploaded on a learning management system, accessible on web and mobile.												
Testing and evaluation mechanism (include pass marks and grades)	<p>There will be four subjects per semester. Every subject shall carry 100 marks, out of which 50 marks shall be for the end-term written examination and 40 marks will be for a mid-term examination. A 10-mark project which has a subjective task – such as identification of issues or negotiation pointers in a commercial contract will also be administered. A student will be evaluated out of a total of 400 marks each semester. The pass marks will be 50 percent.</p> <p>There is a grading system for the students, as per the following table:</p> <table style="margin-left: 20px;"> <tr> <td>F (Fail)</td> <td><50%</td> </tr> <tr> <td>B</td> <td>50–59%</td> </tr> <tr> <td>B+</td> <td>60–64%</td> </tr> <tr> <td>A</td> <td>65–69%</td> </tr> <tr> <td>A+</td> <td>70–75%</td> </tr> <tr> <td>First class (with distinction)</td> <td>> 75%</td> </tr> </table> <p>Students who fail can attempt the exams again after payment of a re-examination fee (to be decided by the University). Students who pass will be awarded a masters degree with the respective specialization from</p>	F (Fail)	<50%	B	50–59%	B+	60–64%	A	65–69%	A+	70–75%	First class (with distinction)	> 75%
F (Fail)	<50%												
B	50–59%												
B+	60–64%												
A	65–69%												
A+	70–75%												
First class (with distinction)	> 75%												

	NUJS, Kolkata.
Target audience	The target audience includes, amongst others, engineers, entrepreneurs, consultants, accountants, business persons, young and mid-level managers who want to broaden their knowledge in business laws and business management skills without having to abandon their practices or jobs.
Course duration and number of batches	2 batches per year, but may be increased after discussions with university in case of more demand. First batch to be started in tentatively in July (subject to receipt of necessary approvals).
Course Fees	INR 30,000 per year (INR 60,000 for both years together). Candidates can enrol by making a lumpsum payment of INR 55,000/-. * Course fees may be revised by parties based on mutual discussion and costs.
Eligibility criteria	Graduate from any stream. A statement of purpose may be required to be submitted for evaluation. Evaluation of statement of purpose may be done jointly, by a panel comprising one university representative and an iPleaders representative. Parties may in future consider implementation of entrance tests.
Enrolment documents	Degree certificate (graduation) from any university in India or abroad
Payment mechanisms for students	Cheque, draft, electronic funds transfer, online payment gateway. Payment may be collected at once or in multiple instalments of suitable amount as decided by the University and iPleaders. If possible arrangement with banks which provide EMI facility to students can also be entered into if it does not add financial risk on the University.
Syllabus	See below

Syllabus¹

MBL in Business Law, Legal Strategy and Compliances

(refer to the serial no.s for a detailed explanation of what will be taught under each course head)

Semester I	S. No.	Semester II	S. No.
Introduction to legal systems and legal concepts	1	Corporate Governance and Corporate Social Responsibility	4
Commercial Contracts, Drafting and Negotiation	2	Business Centric Dispute Resolution - Law and Strategy - Arbitration, Mediation and Negotiation - Litigation Strategy - Regulatory Litigation	5
Business Structuring, Accountancy and Law, Taxation	3	Intellectual Property Law, Information Technology Law and Management	6
Semester III	S. No.	Semester IV	S. No.
Employment and labour laws – compliance, strategy and dispute resolution	7	Corporate Finance, Investment Laws and Compliances	10
Government Procurement, Tendering Process and Government Contracts	8	Legal risk management, sectoral, regulatory and statutory compliances	11
Import-Export and Customs Laws	9	Merger & Acquisitions and Competition Law	12

¹This syllabus is subject to any comments and suggestions from the governing bodies of the university or UGC.

MBL in Intellectual Property and Information Technology Law

Semester I	S. No.	Semester II	S. No.
Introduction to legal systems and legal concepts	1	Corporate Governance and Corporate Social Responsibility	4
Commercial Contracts, Drafting and Negotiation	2	Business Centric Dispute Resolution - Law and Strategy - Arbitration, Mediation and Negotiation - Litigation Strategy - Regulatory Litigation	5
Business Structuring, Accountancy and Law, Taxation of Intellectual Property and Software	3	Introduction to Information Technology Laws in India and Cyber Security	6A
Semester III	S. No.	Semester IV	S. No.
Laws of copyright and trademark	7A	Laws of e-Commerce, Online Payment and Encryptions	10A
Patent laws and business strategy	8A	Monetizing Intellectual Property & Documentation - Licensing, Assignment - Technology transfer, franchising	11A
Employment Law, HR Practices in IT industry	9A	Outsourcing law and management, Cloud Computing, Data Protection and Online Reputation Management	12A

MBL in Investment, Banking and Finance Law

Semester I	S. No.	Semester II	S. No.
Introduction to legal systems and legal concepts	1	Commercial Contracts, Drafting and Negotiation	4
Corporate Governance and Corporate Social Responsibility	2	Business Centric Dispute Resolution - Law and Strategy - Arbitration, Mediation and Negotiation - Litigation Strategy - Regulatory Litigation	5
Business Structuring, Accountancy and Law, Taxation	3	Intellectual Property Law, Information Technology Law and Management	6
Semester III	S. No.	Semester IV	S. No.
Equity Investment, Negotiation and Documentation	7B	Securities Market, Law and Regulatory Practices	10B
Debt Financing, Negotiation and Documentation	8B	Management Practices and Law	11B
Foreign Direct Investment in private and Public limited companies	9B	Merger & Acquisitions and Competition Law	12

1. Introduction to law and legal systems

- Indian legal system, federalism and constitutionalism
- Legislation, Enforcement of laws and Adjudication
- Judicial system in India and hierarchy of courts
- Criminal and Civil legal and justice system
- Concept of Jurisdiction
- Regulatory tribunals and their functions
- Principles of administrative law
- Private dispute resolution mechanisms
- International Law and its impact on business

2. Commercial Contracts, Drafting and Negotiation

- Ingredients of a valid contract
- Validity of standard form contracts
- Electronic contracts - contracts by email, browsewrap, shrinkwrap and clickwrap contracts, digital signatures
- Enforceability of electronic contracts
- Relevance of procedural requirements for contractual validity and enforcement - Registration, stamping, attestation, notarization, apostillation
- Remedies for breach of contract and practical considerations
- Contract drafting and practical considerations
 - Essential clauses in any commercial agreement - definitions clause, obligations of parties, determination of milestones and timelines, payment modalities, waivers, assignment, applicable law, representations and warranties, covenants, indemnities, termination, events of default and material adverse change clauses, taxes, force majeure
 - Common drafting errors and efficient drafting techniques to minimize risk of disputes
- Contract negotiation - Theories and practical case studies

3. Business Structuring, Accountancy and Law, Taxation

- Different forms of business structures - Sole proprietorship, partnership, LLP and companies

- Co-founder arrangements
- **Structuring a partnership/ LLP** - Partnership Deed, LLP Agreement, registration requirement and procedure, number of partners, designated partners, sharing of profits, dissolution of partnership, default rules under Partnership Act and LLP Act.
- **Structuring a company** - Formation and incorporation: Reservation of Name, Director Identification Number and Digital Signature, Forms to be submitted to Registrar of companies for incorporation, Drafting Memorandum and Articles of Association, Types of Share Capital, Annual and periodic compliances.
- One person company
- Hybrid structures and their relevance
- **Non-profit businesses and hybrid models**
 - Law related to formation of trusts and societies
 - Procedure and key issues for incorporation of a trust / society / non-profit company
 - Tax benefits for a non-profit
- Considerations while choosing an optimal business structure
- Taxation of different business structures
- Joint ventures and association of persons
- Accounting and the law
- Corporate income tax, minimum alternate tax, tax on issuance of capital
- **Indirect taxes:** Excise duty, service tax and VAT - Applicability, how to obtain registration, computation of the tax, when to make payment

4. Corporate Governance and Corporate Social Responsibility

- Introduction to corporate governance - Shareholders' rights vis-à-vis managers
- Appointment and removal of directors
- 2. Corporate communications and reporting systems
 - Procedures for corporate decision-making
 - Related party transactions and conflict of interest
 - Powers and responsibilities of the board of directors and key managerial personnel, delegation of functions by directors
 - Independent directors and committees of directors
 - Directors' supervision of accounts and auditing, responsibilities for financial fraud

- Governance mechanisms in private companies, public companies and listed companies
- Repatriation of profit, regulation of managerial remuneration, divisible profits and dividend
- Governance-related compliance requirements around key business transactions - raising investments, obtaining loans, exits, sale of business undertaking
- Corporate governance of public sector undertakings
- Corporate social responsibility - Voluntary instruments and the 2013 Companies Act and rules

5. Business Centric Dispute Resolution - Law and Strategy

- Dispute resolution methods - litigation, arbitration, expert determination, mediation and conciliation
- Types of business disputes and choice of appropriate dispute resolution method
- Arbitration:
 - Arbitrator appointment strategy, institutional vs. ad hoc arbitration, how to demand suitable interim measures
 - Drafting efficient arbitration clauses
 - How to minimize delay in arbitration proceedings
 - International commercial arbitration
 - Enforcement strategies, grounds for challenge of arbitral awards,
 - Anti-suit injunctions
- Mediation: Strategies and relevance in commercial disputes
- Role of negotiation in dispute situations
- Litigation Strategy for domestic and cross-border disputes
- Regulatory Litigation - show cause notices and how to respond to them, remedies against adverse orders of adjudicating officers and tribunals, appellate tribunals, settlement with regulators

6. Intellectual Property Law, Information Technology Law and Management

- Relevance of information technology law for businessmen
- Legal structure governing the Internet
- Data protection under Indian law and privacy issues
- Legal documents necessary for offering software or providing online services

- o Cloud computing agreements
- o End-User License Agreements (EULA)
- o Payment gateway issues
- o Terms of Service
- o Privacy Policies
- Process charts to detect online IP infringement
- Steps for dealing with intellectual property infringements on the internet
 - o Introduction to intermediary responsibility
 - o Takedown notices and cease-and-desist notices
 - o Content censorship and blocking of websites

6A. Introduction to Information Technology Laws in India and Cyber Security

- Relevance of information technology law for businessmen
- Legal structure governing the Internet
- Legal documents necessary for offering software or providing online services
 - o Cloud computing agreements
 - o End-User License Agreements (EULA)
 - o Payment gateway issues
 - o Terms of Service
 - o Privacy Policies
- Data protection under Indian law and privacy issues
- Remedies for credit card fraud, identity and data theft
- Measures to prevent data theft
- 'Reasonable security practices' and ISO certifications
- Encryption standards for secure transmission

7. Employment and labour laws

- Employment agreements and key clauses
- Employment contracts of senior management
- Labour law compliance requirements for employees and workers (applicability, registers, notices, filing requirements) -

- Factories law and Shops and Establishments Act
 - Contract labour regulation
 - Professional Tax Act
 - Remuneration-related laws and compliance: Minimum Wages Act, Payment of Bonus Act, Equal Remuneration Act, etc.
 - Regulation for interns and apprentices
- Relaxations for small businesses
- Social security legislation – Gratuity, Provident Fund, Employees State Insurance
- Standing orders
- Non-compete agreements, non-disclosure agreements, lock-ins
- Employee sharing/deputation
- Attrition management
- Collective bargaining and trade unionism, industrial disputes tribunal, labour courts

7A. Law of Copyright and Trademark

- **Copyright Law**
 - Introduction - Copyright protection of different kinds of 'works', rights available to copyright owner, originality and idea-expression dichotomy,
 - Infringement of copyright, remedies against infringement exceptions to infringement (including fair use), copyright protection on internet, Anton-Pillar and John Doe orders, amendments to copyright law,
 - Copyright protection of software,
 - How to establish copyright in legal proceedings
 - Registration of copyright
 - Copyright societies, royalties to authors, performer's rights and broadcasting rights, Digital Millennium Copyright Act, software piracy
 - Digital rights management

Trademark Law:

- Introduction to trademarks and what can be trademarked
- Unconventional trademarks
- How to register trademark, trademark search, series marks, service marks, passing-off and cross-border reputation claims, domain names and cyber-squatting, steps for

international registration of trademark under Madrid Protocol

- International protection of trademarks,
- Rights available to trademark owner, goodwill, remedies for cross-border infringement of trademarks
- Remedies for infringement
- Exceptions to infringement, trademark of personal names, honest concurrent use

7B. Equity investment, negotiation and documentation

- Introduction to raising equity investment - types of investors, investor goals
- Financial investments, strategic investments and joint ventures - impact on documentation and business structure
- Stages in an investment transaction
- Non-disclosure agreements and negotiation pointers
- Due diligence
- Operational mechanics of a termsheet and shareholders agreement
- Legal and commercial implications of equity and hybrid securities
- Private equity investments
- Negotiating term-sheets and shareholders agreements, such as:
 - Liquidation preference
 - Governance provisions
 - Founder restrictions and lock-ins
 - Tag-Along, Drag Along, Pre-emption
 - ROFOs and ROFRs
 - Anti-dilution and ratchets
 - Exit-related provisions such as buy-backs, put-options, IPOs
 - Case studies

8. Government Procurement, Tendering Process and Government Contracts

- Conceptual understanding of government contracts and article 14
- Promissory estoppel
- General financial rules and draft Public Procurement Bill
- Tender processes

- Single-stage and two-stage bidding procedures
- Introduction to CVC norms
- Public private partnerships and concession agreements
- Remedies in case of unfair or discriminatory treatment against a bidder
- Unfair bidding practices

8A. Patent law and business strategy

- Criteria for patentability
- Registration of patents - How to identify prior art, conduct patent search, components of a patent application
- How to draft a patent specification
- Patent prosecution and opposition
- Patent claim scope
- International patent registration under PCT and Paris Convention
- Software patents – Indian and US laws
- Issues in biotechnology and pharmaceutical patents
- Assignment and revocation of patents
- Patent landscaping and patent portfolio management
- Non-practising entities and trolls
- Research institutions, patents and invention disclosure forms

8B. Debt Financing, Negotiation and Documentation

- Types of loans and facility arrangements with banks
- Strategic reasons for obtaining debt from other sources – non-banking finance companies, group companies, issue of bonds
- Clauses under loan agreements
- Security requirements
- Compliance requirements for obtaining loans
- External Commercial Borrowings - Regulation of Foreign loans
- Creation of security in favour of foreigners
- Syndicated loans - documentation, negotiation and formats

9. Import-Export and Customs Laws

- Foreign Trade Development Regulation Act and Foreign Trade Policy
- Steps in import transactions
- Import-export by courier and post
- Multi-modal transport laws, customs ports, container and logistics arrangements in international trade
- Determination of import duty
- Export procedure and export duty
- Practical relevance of warehousing
- Incentive schemes for exporters
 - Capital goods incentive scheme
 - Duty drawbacks and duty free import authorization scheme
 - Advance Authorization scheme
 - SEZs and their strategic advantage

9A. Employment Law, HR Practices in IT industry

- Employment contracts of senior managers and employees – Claw-back provisions, golden parachutes, caps on remuneration
- Applicability of standing orders to IT industry
- Employee incentives and perquisites - Stock options, stock purchase schemes, revenue share and profit share arrangements
- Lock-ins and employment bonds
- Anti-poaching arrangements and competition law
- Managing HR and protection of Intellectual Property
 - NDA agreement
 - Work for hire agreement
 - Clauses in Employment Agreement

9B. Foreign Direct Investment in private and public companies

- FEMA, FDI Policy and regulations:
 - FDI in different business structures - Companies, Trust, LLP
 - Sectoral regulations
 - Entry-related issues - approval route, conditionalities and sectoral regulations

- Pricing restrictions
- Exit related issues
- Determination of foreign ownership
- FDI in large corporate houses and groups
- Bank accounts for foreigners and handling foreign exchange
- Valuation, compliance and filing requirements
- Relaxations for foreign venture capital investors
- Regulatory issues surrounding exits with foreign investors
- SEBI and RBI regulations on listed company investments and exits
- Sectoral and FIPB approval applications

10. Corporate Finance, Investment Laws and Compliances

- Sources of corporate finance and their comparative evaluation:
 - Equity finance
 - Debt finance - Bonds and loans
 - Hybrid instruments - warrants and convertible notes
- Conversion mechanics and regulatory requirements
- Legal issues around raising investment:
 - Stages in an investment transaction and associated documentation
 - Strategic and financial investments
 - Investment documentation - shareholders agreements, share subscription agreements, share purchase agreements, articles of association, exit rights documentation
 - Types of loans and their features - Working capital loans, cash credit and overdraft facilities, term loans, revolving loans, secured and unsecured loans
- Regulatory compliances for raising equity and debt finance
 - Companies Act
 - Foreign Exchange laws
 - Securities laws
- Refinancing arrangements and the law
- Finance and liquidity crises - Introduction to restructuring

10A. Laws of e-Commerce, Online Payment and Encryptions

- E-commerce and the law
 - Regulations in India
 - FDI in e-commerce and business structures
 - Security issues in E-commerce
- Electronic payment systems
- Payment and Settlement Systems Act and RBI regulations
- Understanding online payment and transactions
- Payment gateway arrangements
- Crypto-currencies and the law
- Taxation issues in E-commerce

10B. Securities Market, Law and Regulatory Practices

- Eligibility criteria for accessing public capital
- Listing of equity instruments - Initial public offers (IPOs), follow-on public offers (FPOs), Rights issues, Qualified Institutions Placement
- SME platform and relaxations for listing of small and medium enterprises
- Listing of debt instruments
- Listing on overseas exchanges - ADRs and GDRs, overseas subsidiary listing
- Overseas issuance of debt - foreign currency convertible bonds (FCCBs) and foreign currency exchangeable bonds (FCEBs)

11. Legal risk management, sectoral, regulatory and statutory compliances

- Legal risk management - identifying and minimizing risks, building processes
- Internal company policies, allocation of responsibility amongst officers, imposing contractual obligations, reporting structures
- Recruitment policy, compensation policy, performance management policy, leave policy, medical policy, sexual harassment policy, data protection and confidentiality policy, grievance redressal policy, whistleblower policy, emergency policies, media communications policy, social media and blogging policy
- Insurance: Fire and Special Peril, Transportation, Keyman Insurance, Terrorism Insurance, Group Insurance, Public Liability Insurance, Professional Liability Insurance, Director's and Officer's (D&O) Insurance.

- Sectoral regulators and licensing requirements
 - Introduction to SEBI and financial sector
 - Telecom regulation
 - Insurance sector

11A. Monetizing Intellectual Property & Documentation

- Acquiring IPs – JV, licensing, M&A, JD, Patent pooling
- IP Audit, IP Valuation, IP Securitization
- Licensing agreements and negotiation
- Open source licenses, creative commons
- Regulatory requirements for licensing of copyright, trademark and patent
- Cross-licensing strategies for technology companies
- Franchising and merchandising agreements and negotiation
- Business models of non-practising entities (NPEs) and patent trolls
- Assignment agreements: Regulatory compliance and negotiation
- Technology transfer models and arrangements
 - Procedures for Technology Transfer/ Commercialization – JV, Subsidiary, Outright third party transfer
 - IP regime and transfer strategy
 - Licensing of IP – Protection against IP spill over
 - Managing Trade secrets
 - Transfer of Technical Knowledge/IP of research institutes
- Taxation and Accounting issues in transfer of IPs
 - Software taxation
 - Trademark Assignment

11B. Management Practices and Law

- Legal risk management - identifying and minimizing risks
- Building processes
- Internal company policies, allocation of responsibility amongst officers, imposing contractual obligations, reporting structures
- Recruitment policy, compensation policy, performance management policy, leave policy,

medical policy, sexual harassment policy, data protection and confidentiality policy, grievance redressal policy, whistle-blower policy, emergency policies, media communications policy, social media and blogging policy

- **Insurance:** Fire and Special Peril, Transportation, Keyman Insurance, Terrorism Insurance, Group Insurance, Public Liability Insurance, Professional Liability Insurance, Director's and Officer's (D&O) Insurance.

12. Mergers & Acquisitions (M&As) and Competition Law

M&As

- Methods of acquisition - share purchase, asset purchase, sale of undertaking
- Stages in an M&A transaction
- Payment mechanisms for M&As
- Indemnities, representations and warranties and other key clauses of M&A transactions
- Court approved mergers
- Tax issues in M&A
- Employment issues in M&A

Competition issues

- Introduction to combinations
- Competition Commission approvals
- Exemption thresholds for mergers
- How to respond to CCI notices and investigations
- Appeals against adverse CCI orders

12A. Outsourcing law, Cloud Computing, Data Protection and Online Reputation Management

Cloud computing agreements and the law

- Performance management metrics and service level agreements - Downtime and related terms, Service credits, Allocation of third-party dependency risk, Sample case studies, Cyber security issues on the cloud, Data protection and cloud computing, e-discovery in the cloud, Location and ownership of data, Data migration and retention issues
- Data mining and big data

Outsourcing and the law

- Choosing an outsourcing destination and role of law

- Legal mechanisms for outsourcing:
 - Service agreements
 - Joint venture
 - Captive outsourcing
- Intellectual property issues
- Service Levels, performance and personnel management
- Data security
- Choice of law and dispute settlement
- Master Services Agreements and Statement of Work
- Taxation of outsourced services

Online reputation management

- Reputational risks and legal strategy: Online defamation, Hate speech on internet, Leakage of confidential information, Online misrepresentation, identity theft and fraud, Industry perceptions and scandals, Intellectual property issues
- Dealing with intermediaries
- Dealing with social media platforms
- Legal strategy and processes for handling reputational crises
- Organizational policies for reputation management: social media policy, blogging policy, media communications policies, customer grievance and engagement policies

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN ABOVE AND THE TERMS AND CONDITIONS OF THIS MOU AND IN WITNESS WHEREOF BOTH THE PARTIES HAVE HEREINTO SET THEIR HAND AND SEAL

For INTELLIGENT LEGAL RISK MANAGEMENT SOLUTIONS LLP

Abhyudaya Agarwal _____

Designated Partner

Intelligent Legal Risk Management Solutions LLP

34/1 Bhattacharjee Para Lane, Ramarajatala

Howrah Municipal Corp. Shibpur, Howrah - 711104

Ramanuj Mukherjee _____

Designated Partner

Intelligent Legal Risk Management Solutions LLP

34/1 Bhattacharjee Para Lane, Ramarajatala

Howrah Municipal Corp. Shibpur, Howrah - 711104

Witness: _____

Address

For WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

Dr. P. Ishwara Bhat _____

Vice Chancellor,

W. B. National University of Juridical Sciences,

12, LB Block, Sector - III,
Salt Lake, Kolkata - 700 098

Witness:

Address:

SUPPLEMENTARY MOU FOR EDUCATIONAL COURSES

THIS MEMORANDUM OF UNDERSTANDING is made at *[insert place]* on this 22nd
day of April 2014

BETWEEN

The West Bengal National University of Juridical Sciences, established under the West Bengal National University of Juridical Sciences Act, 1999 (West Bengal Act IX of 1999), notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004, and granted permanent affiliation by the Bar Council of India in July 2005, having its campus at Dr. Ambedkar Bhavan 12, LB Block, Sector III, Salt Lake City Kolkata - 700098, represented through its Vice Chancellor, and hereinafter referred to as **NUJS** or the University, which expression shall, unless repugnant to the text or meaning thereof include its successors and permitted assignees of the **FIRST PART**

AND

Intelligent Legal Risk Management Solutions LLP (hereinafter referred to as iPleaders for the purposes of this Agreement, iPleaders being the flagship brand and business unit through which this contract will be performed), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2009, with registration no. AAA - 5026, and having its registered office at 34/1 Bhattacharjee Para Lane, Howrah Municipal Corp. Shibpur, Howrah - 711104, which shall conduct the course through its flagship brand "iPleaders", expression shall, unless repugnant to the context of meaning thereof include its successors and permitted assignees of the **SECOND PART**.

NUJS and iPleaders shall each individually be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. NUJS and iPleaders entered into a Memorandum of Understanding on October 18, 2011 with respect to commencement of a diploma course in Entrepreneurship Administration and Business Laws (**Business Law Diploma**).
- B. The Business Law Diploma, which was launched in July 2012, has been successfully conducted since then and is renowned for its teaching quality, with extremely wide reach (currently, around 800 students) and experienced guest faculty from the best law firms, government officers and successful businessmen;
- C. In view of the success of the Business Laws Diploma, the University and iPleaders have decided to enter into this MOU to start additional certificate and diploma courses (conducted online or through blended learning), on the same terms as the MOU dated 18th October, 2011 (**Business Law Diploma MOU**), to address the needs of various target groups, with limited modifications as under this MOU to simplify administrative processes.

The modifications to the Business Law Diploma MOU are being represented below.

1. Clause 1 shall be substituted by the following:

Clause 1: Objective of this MOU

- a) iPleaders shall assist the University in creating various certificate and diploma courses which are conducted online (or through blended learning) focussed around various target groups, such as, but not limited to sexual harassment laws, cyber laws and intellectual property, information technology, real estate, trial advocacy, investment, banking and finance laws, taxation. New certificate and diploma courses with iPleaders shall be commenced as per the Business Law Diploma MOU, as supplemented by this MOU. A new course may be commenced within the framework of this MOU by inserting necessary details as per the Program Annex below.

b) It is clarified that the conduct of the Business Law Diploma shall not be affected in any way by this MOU.

2. The definitions clause (Clause 1.1) shall continue in the form it already exists.

3. Clause 2, sub-clause xi and Schedule 2 shall be omitted and substituted by the following:

Clause 2 xi. Costs and budgets

A budget indicating different heads of costs shall be presented to the university for every new batch of a course, or for the financial year.

4. Clause 2, sub-clause xv shall be substituted by the following:

Clause 2.xv- Bank accounts for receipt for course fees

The University shall open a separate bank account for every course. The University may open a bank account in another bank (other than Corporation Bank) if it provides more beneficial banking facilities for the University, prospective students or the administration of the course in general.

All bank accounts for receipt of course fees shall be ~~jointly operated in the same manner as the bank account for the Business Law Diploma course by iPleaders and the University, but for the purpose of administrative convenience and flexibility, iPleaders may not object to University opening an account which is solely operated by itself. As in the case of the Business Law Diploma course, The the University may withdraw such~~ costs that are permitted within the terms of the MOU.

It is hereby clarified that no institutional charges shall be levied because the University can claim actual costs for infrastructure or its resources, and a profit share.

5. Clauses 2.xvi and 2.xvii shall be omitted and substituted by the following:

Clause 2.xvi. Reimbursement of costs and revenue sharing

All payments towards registration for this course shall be made to the separate account maintained by the University for receiving fees for that course. In order to enable iPleaders to carry out its responsibilities under the MOU without administrative roadblocks, the bank will be given a standing instruction to share 40 percent of the amount deposited into the account with iPleaders by transfer to its bank account. The remaining amount can be shared at the time of final settlement of accounts, as explained below, between the University and iPleaders in the ratio of 40:60 respectively ("**Revenue Sharing Ratio**").

iPleaders may request advances from the University for time to time (prior to final settlement) based on projected expenditure, which may be disbursed subject to availability of balance in the respective course account. These advances may

subsequently be adjusted towards its profit share, or added to the expenses if iPleaders has expended that amount and provided suitable documentation for the same.

Clause 2.xvii Final settlement of accounts

- a) The University and iPleaders will settle accounts for the courses within the following time limits:
 - i. 6 weeks of the close each batch of a Program, if they are certificate courses
 - ii. On an annual basis, for diploma or ~~degree~~ courses. Accounts shall close maximum within 6 weeks from the close of the financial year.
- b) At the time of final settlement iPleaders shall furnish necessary invoices and documentation towards the expenses incurred for the courses.
- c) The University shall be responsible for arranging audit. iPleaders shall extend necessary cooperation in the process. However, audit process shall not be an acceptable reason for delay of revenue sharing and the University can adjust any differences subsequently from fees received for subsequent batches or from the reserves.

6. Clause 2.xviii shall be inserted, as follows:

Clause 2. xviii Manner of accounting and set-off

Accounting for each course shall be carried out separately. The accounts for different courses will not be capable of being mutually set-off or adjusted. However, if there are multiple bank accounts for the same course, amounts received in all the bank accounts for one course can be treated together and will be capable of setting off.

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PROGRAM ANNEX

Date:

Pursuant to the Memorandum of Understanding (MoU) entered into between the University and iPleaders on 22nd April, 2014, the University and iPleaders wish to start a new Program to be offered by the Parties, as per the following terms and conditions:

1. *Name of Program:* [●]
2. *Duration*
3. *Degree / Diploma / Certification:*
4. *Teaching methodology:*
5. *Testing and evaluation mechanism (include pass marks and grades):*
6. *Budgetary estimates for development of the initial course content (optional) and reserves (where applicable):*
7. *Course background and other relevant details such as target audience:* [●]
8. *Course duration and number of batches:* [●]
9. *Fees of the course:* [●]
10. *Eligibility criteria:*
11. *Documents required for enrolment:*
12. *Payment mechanisms for students:*
13. *Special Duties of the University and iPleaders:* [●]
14. *[Any other terms. In case there are deviations from the MOU, they may be specified here]*

[Insert signature of authorized representative of iPleaders]

[Signature of signatory – VC / Registrar with University Seal]

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN
ABOVE AND THE TERMS AND CONDITIONS OF THIS MOU AND IN WITNESS
WHEREOF BOTH THE PARTIES HAVE HEREINTO SET THEIR HAND AND SEAL

**For INTELLIGENT LEGAL RISK MANAGEMENT
SOLUTIONS LLP**

Abhyudaya Agarwal/ Ramanuj Mukherjee
Designated Partner
Intelligent Legal Risk Management Solutions LLP
34/1 Bhattacharjee Para Lane, Ramarajatala
Howrah Municipal Corp. Shibpur, Howrah - 711104

Witness:

Address:

For WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

Dr. P. Ishwara Bhat
Vice Chancellor,
W. B. National University of Juridical Sciences,
12, LB Block, Sector - III,
Salt Lake, Kolkata - 700 098

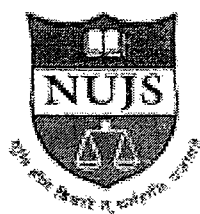
Witness:

Address:

9. Approval for MBL Regulations (Distant course)

The Regulations for the Master in Business Law (MBL) through distant learning programme have been made and put up for perusal and approval of the honourable members.

(Annexure H)



**THE WEST BENGAL NATIONAL UNIVERSITY
OF JURIDICAL SCIENCES, KOLKATA**

**Master of Business Laws
(MBL) - Regulations**

2014

2

100

1. Degrees Offered and Mode

- 1.1 University offers two years' Master Degree in Business Laws (MBL) through distance mode with the following three distinct specialisations;
- A. Corporate Governance, Legal Strategy and Compliances
 - B. Intellectual Property and Information Technology Laws
 - C. Investment, Banking and Finance Laws
- 1.2 The course shall be taught completely online through learning materials comprising animation, videos, checklists, notes, formats of different agreements, orders, notices and policies, etc. uploaded on a learning management system, accessible on web and mobile.

2. Administration of MBL

There shall be a Coordinator, Secretarial Assistant and Attendant designated by the Vice Chancellor for the administration of the Course.

3. Eligibility for Admission

- 3.1 The candidate must have completed a bachelor's degree with a percentage of at least 50% or an equivalent cumulative grade point average from any Indian University recognised by UGC or any equivalent degree offered by a foreign University;
- Explanation: In case of degree by foreign University, the factor of equivalence would be decided by the Coordinator in consultation with the Vice Chancellor.
- 3.2 Fee: The candidate must pay the fee as prescribed by the University from time to time.

4. Duration of the Course

- 4.1 Duration of the course shall be two years spread over four semesters.
- 4.2 Students are allowed a maximum of four years from the date of admission to complete the requirements of the degree.

5. The Course Details

- 5.1 Students in each stream of specialization are required to pass twelve papers.
- 5.2 Students specializing in Corporate Governance, Legal Strategy and Compliances must pass the following papers.

Semester I	S. No.	Semester II	S. No.
Introduction to legal systems and legal concepts	1	Corporate Governance and Corporate Social Responsibility	4
Commercial Contracts,	2	Business Centric Dispute Resolution	5

5.3 Students specializing in Intellectual Property and Information Technology Law must pass the following papers.

Semester I	S. No.	Semester II	S. No.
Introduction to legal systems and legal concepts	1	Corporate Governance and Corporate Social Responsibility	4
Commercial Contracts, Drafting and Negotiation	2	Business Centric Dispute Resolution - Law and Strategy - Arbitration, Mediation and Negotiation - Litigation Strategy - Regulatory Litigation	5
Business Structuring, Accountancy and Law, Taxation of Intellectual Property and Software	3	Introduction to Information Technology Laws in India and Cyber Security	6
Semester III	S. No.	Semester IV	S. No.
Laws of copyright and trademark	7	Laws of e-Commerce, Online Payment and Encryptions	10
Patent laws and business strategy	8	Monetizing Intellectual Property & Documentation - Licensing, Assignment Technology transfer, franchising	11
Employment Law, HR Practices in IT industry	9	Outsourcing law and management, Cloud Computing, Data Protection and Online Reputation Management	12

5.4 Students specializing in Investment, Banking and Finance Law must pass the following papers

Semester I	S. No.	Semester II	S. No.
Introduction to legal systems and legal concepts	1	Commercial Contracts, Drafting and Negotiation	4
Corporate Governance and Corporate Social Responsibility	2	Business Centric Dispute Resolution - Law and Strategy - Arbitration, Mediation and Negotiation - Litigation Strategy - Regulatory Litigation	5
Business Structuring, Accountancy and Law, Taxation	3	Intellectual Property Law, Information Technology Law and Management	6
Semester III	S. No.	Semester IV	S. No.
Equity Investment, Negotiation and Documentation	7	Securities Market, Law and Regulatory Practices	10
Debt Financing, Negotiation and Documentation	8	Management Practices and Law	11
Foreign Direct Investment	9	Merger & Acquisitions and	12

6. Evaluation

- 6.1 Following components of evaluation are followed for each paper of the course

Project	20 Marks
Mid-term examination	30 Marks
End-Semester Examination	50 Marks
Total	100 Marks

- 6.2 A student must secure a minimum of fifty percent marks in each paper in order to fulfil the requirements of the Degree.
- 6.3. A student failing to conform to the above requirement in any of the papers shall appear in the repeat examination by paying the prescribed fee for that paper as and when it is held and secure the minimum marks prescribed in 6.2.
- 6.4 Grading system

Percentage of Marks	Grade	Grade Value
70% and above	E (Excellent)	7
65% and above but below 70%	A+ (Distinction)	6
60% and above but below 65%	A (Very Good)	5
55% and above but below 60%	B+ (Good)	4
50% and above but below 55%	B (Pass)	3
Below 50%	F (Fail)	0

7. Any issue not covered by the foregoing Regulations, shall be governed by the decision of the Vice-Chancellor.

10. Certificate course on Natural Resources Law (Distant Learning Course)

University proposes to launch a Certificate course on Natural Resources Law (Distant mode). Details of the course is annexed for the kind perusal and approval of the honourable members.

(Annexure I)

Certificate Course on Natural Resources Law

Course Introduction:

The relationship between globalization, natural resources and economic growth is undeniably complex. Economic globalization has opened up the natural resource market and promotes economic liberalization which results to the conflict over the extraction and exploitation of exhaustible and non-renewable natural resources. In such situation the state has important role in determining the way a state manages, won, control and implements laws and regulations to protect and preserve natural resources. In this backdrop the present certificate course intends to introduce knowledge, expertise and professional skills relating to various natural resources law. The goal of the course is to familiarize students with the legal, business and environmental aspects of the natural resources law. Although broadly covering natural resources, the course will include a basic introduction to the Indian legal and governmental system relating to environmental, natural resource and energy laws, including hard mineral law, oil and gas law, water law, environmental law, energy policy, land use law, renewable energy law and issues related to climate change and sustainability.

Course Duration: Six Months (One Semester)

Contact Session and Course Contents:

During the course time (six months) there will be total 45 lecture hour. The programme shall have five eight sessions spreading over the semester which shall include the following areas/ topics.

1. Introduction to Natural Resources Law – Resource Management – Economics of Natural Resources Market - Natural Resources and Environment – Environmental Justice - Sustainable Development and Resource Conservation
2. Constitutional Perspective – Right to Environment – Freedom of Trade and Environment - Resource Conservation – Common Law Principles – Customary Right and Common Property Resources
3. Law Relating to Water and Air – Legal Issues and Conservation Strategies
4. Forest and Land - Legal Issues and Conservation Strategies
5. Oil and Gas Law – Issues and Challenges
6. Coal and Mineral Law – Issues and Strategies
7. The Law of Renewables – Issues and Policy in India
8. Natural Resources Conservation and Management – Indian Perspective

Rules and Regulations of the Course:

- **Intake:** 40 (Forty)
- **Eligibility for Admission:** The basic requirement is 10 + 2 pass with Second Division from recognized board.
- **Schedule for the classes:** The entire course shall be taught in eight Sessions during the semester. All the sessions shall be held at NUJS, Kolkata.
- **Medium of Instruction and Examination:** The medium of instructions and Examinations shall be English.
- **Evaluation:** The evaluation process of courses will be as follows:
 - (a) End Session Examination consisting of 100 marks
 - (b) Assignments: Every candidate is required to submit an assignment/project at the end of the course on the prescribed topic for 50 marks.
 - (c) Presentation: Every candidate is required make a presentation of the assignment/project allotted to him/ her at the end of the course which will carry 30 marks.
 - (d) Class participation: 20 marks.

.....

11. Certificate course on sexual harassment by IP Leader through Distant mode.

It is proposed to conduct a certificate course on sexual harassment by IP Leader through distant mode of learning. The details of course curriculum and other related information is attached as annexure.

Submitted for perusal and approval of the honourable members.

(Annexure J)

PROGRAM ANNEX

Date: 22nd April, 2014

Pursuant to the Memorandum of Understanding (MoU) entered into between the University and iPleaders on 22nd April 2014, the University and iPleaders wish to start a new Program to be offered by the Parties, as per the following terms and conditions:

Name of Program	Sexual Harassment Prevention Expert Certification
Duration	3 months
Type of certification	Certificate course
Teaching methodology	The course will be taught completely online through learning materials comprising animation, videos, checklists, notes, formats of different agreements, orders, notices and policies, etc. uploaded on a learning management system, accessible on web and mobile.
Testing and evaluation mechanism (include pass marks and grades)	50 marks examination will be administered at the end of the Program. The examination will have multiple choice questions testing conceptual knowledge and application of principles based on hypothetical scenarios. In case of subjective questions correction may be undertaken by university or iPleaders designated staff members who are suitably qualified. Some subjective questions may also be included in the exam. Students who fail can attempt the exams again after payment of a re-examination fee (to be decided by the University). Students who pass will be awarded a certification from NUJS, Kolkata. Pass marks: 40 percent
Budgetary estimates	To be provided later.
Target audience	HR professionals, corporate trainers, NGO workers, working women, in-house counsels and lawyers, company secretaries, students and any working professional who aspires to help organizations tackle sexual harassment at workplace issues, or build a consultancy or advisory practice around the same.
Course duration and number of batches	Up to 4 batches per year, which may be increased as per demand. Tentative start date of the first batch shall be 1 st July, 2014.
Course Fees	INR 14,000

<i>Eligibility criteria</i>	Graduate from any stream
<i>Enrolment documents</i>	Degree certificate (graduation) from any university in India or abroad
<i>Payment mechanisms for students</i>	Cheque, draft, electronic funds transfer, online payment gateway, to be collected at once or in multiple instalments (as decided by the University and iPleaders, or if possible through EMI facility provided by a bank).
<i>Syllabus</i>	See below

Sexual Harassment Law Expert Certification Programme Syllabus

Module I: Understanding sexual harassment in an organisational context

- Psychology of sexual harassment and participation of women in the workplace
- History of fight against sexual harassment in India
- What constitutes Sexual harassment?
- Is sexual harassment gender neutral?
- Identifying whether the sexual harassment took place in the “workplace”
- Role of employer in prevention of sexual harassment
- Vishakha Guidelines and 2013 enactment -compliance requirements under anti-sexual harassment laws
- Difference between Vishakha case and 2013 Act
- Employers’ responsibilities under anti-sexual harassment law and role of the expert

Module 2: Conducting sexual harassment audit

- Mechanisms for audit for different kinds of organization – large group companies, retail stores, manufacturing sector and factories, service sector
- Conducting interviews with employees and management
- Evaluation of existing sexual harassment redressal mechanism in the organisation
- Evaluating Management stance on sexual harassment
- Appreciation of the skill-level of committee members
- Provision of necessary checklists for compliance
- Evaluation of organizational systems, managerial practices and processes to minimize risk of false complaints
- Framework for periodic audits

Module 3: Creating and implementing an anti-sexual harassment policy & standard practices

- Developing a management line on sexual harassment
- Identifying risks
- Drafting a need-based sexual-harassment policy
- Management and employee inputs
- Communication and training for employees
- Modifying employment agreements and policy in light of anti-sexual harassment law
- Sample notices for display in organizational premises
- Reporting and other compliances
- Implementation of a gender-neutral framework

Module 4: Sensitisation and training of employees

- Conducting sensitization workshops in an organization
 - Planning a workshop
 - Simulation activities

- How to communicate with the employees
- Participative decision making at workshops
- Mode of sensitising - workshop, intranet or video-conferencing
- Content generation for sensitization – case studies
- Evaluation of the participants
- Provision of take-away information kit
- Sample presentations
- Special information on the following topics:
 - What acts constitute sexual harassment?
 - What should you do in case you face sexual harassment? Steps for filing a complaint and reliefs.
 - Under which circumstances does the act accord protection to working women?
 - What should the defendant do in case of a complaint against him?
 - How to handle a complaint that is not genuine?
 - How should male and transgender employees deal with sexual harassment at workplace?

Module 5: Setting up ICC and organising capacity building program for ICC

- Constitution of ICC
- Identifying suitable external member of the ICC
- Organising capacity building program for ICC
 - Guidelines for ICC
 - Settlement of complaints
 - Complying with the requirement of natural justice
 - Guidelines on quantifying penalties
 - How to evaluate evidence
 - Principles of natural justice
 - Powers of complaints committees
 - Interim measures
 - Role in conciliation
 - In which situations should ICC suggest filing of an FIR?
 - Final reliefs that ICC can grant
 - Powers in case of non-compliance by employers
 - Inquiry-related powers
 - Powers as a Civil Court
 - How to enforce attendance, issue summons and attachment
 - ICC's obligations
- Developing handbook for ICC members

Module 6: Handling sexual harassment complaints

- Pre-complaint employee counselling
- Creating effective complaint mechanism
- Conducting hearings for accused and victims

- Application of principles of natural justice
- Procedure and timelines for the ICC to decide a sexual harassment complaint
- Handling false and frivolous complaints
- Implementation monitoring

Module 7: Other compliances under anti-sexual harassment law

- Fulfilling the mandatory duties of employees under the law
 - Providing necessary facilities to the member of ICC
 - Preparation of annual reports
 - Other statutory requirements
- Consequences of violation of obligations
 - Non-constitution of ICC
 - Non-implementation the decision of the ICC

The Expert's Toolkit

- Sample settlement agreement
- Sample decision of the ICC
- Sample interim-decision of the ICC
- Sample anti-sexual harassment policy
- Sample anti-sexual harassment notice at workplace
- Sample clause prohibiting sexual harassment in employment contract
- Sample Annual Report by the ICC
- Sample notice to accused to attend an ICC proceeding
- Sample notice to a witness to attend an ICC proceeding / produce documents
- Compliance checklist for employer
- Capacity building plan for the members of the ICC
- Format for FIR
- Checklist for filing an FIR
- Declaration to minimise risk of false complaint
- Draft complaint against sexual harassment
- Sample notice to employer to comply with the Anti-Sexual harassment Act

11a. Certificate course on Corporate Social Responsibility.

It is proposed to conduct a certificate course on Corporate Social Responsibility from July 2014 onwards.

The details of course curriculum and other related information is attached as annexure.

Submitted for perusal and approval of the honourable members.

(Annexure J1)



Certificate Program on CSR for Professionals

Corporate Social Responsibility in India has traditionally been seen as a philanthropic activity and to a large extent the practice of CSR in India still remains within the philanthropic space. However internationally there appears to be a discernible trend, that though CSR remains largely restricted to community development, it is becoming more strategic in nature than philanthropic, and a large number of companies are reporting the activities they are undertaking in this space in their official websites, annual reports, sustainability reports and even publishing CSR reports.

The Companies Act, 2013 has brought CSR into the limelight and through its disclose-or-explain mandate, is promoting greater transparency and disclosure. Schedule VII of the Act, which lists out the CSR activities, suggests that communities are the focal point. On the other hand, by discussing a company's relationship to its stakeholders and integrating CSR into its core operations, the 2014 CSR Rules suggest that CSR needs to go beyond communities and beyond the concept of philanthropy.

As the Companies Act is implemented many issues arise regarding its operation and its impact on Companies and on Professionals. The West Bengal National University of Juridical Sciences is launching this Certificate Program recognizing the demand for Professionals and Corporates from various sectors. The Course covers various aspects of CSR in India and globally but with special focus on the impact of S135 of the Companies Act and all its accompanying guidelines. The Course also provides an understanding of the relevance of integrate CSR provisions with the strategy, imaging and profitability of a company.

Aims of the Course

This course is designed for members of those innovative Corporates who are conscious that an in-depth understanding of CSR is essential knowledge for a modern company. CSR is no longer just a buzzword for charity, it is now a powerful tool for strategy and marketability that Companies have to gain proficiency in if they do not want to lose their place in the markets. Cutting edge Professionals who wish to serve their clients' interests in a contemporary international manner may also wish to undertake this Course that is highly topical both from an Indian and a global perspective. The Course aims to provide the knowledge and understanding of CSR and related issues that can give Corporates and Professionals an edge over their contemporaries.

Learning Objectives of the Course

At the end of this Course students should be able to:

- Explore various competing definitions of CSR and the concepts related to CSR.
- Explain the antecedents of CSR in India and globally as well as the international framework.
- Understand and analyse in detail the various provisions in the Companies Act 2013 and Companies Rules 2014.
- Analyse the role of CSR as strategy, brand imaging and building a corporate image.
- Explore the role of various parties such as shareholders, various stake holders, NGO's and civil society.

Registration Form

Certificate Program on CSR for Professionals

**5 hours every Saturday (Lunch will be provided), 19th July 2014 onwards,
Kolkata, India**

Kindly fill in the following details:

Name of the Participant/ Delegate:

Designation:

Category (Industry Participant/ Academician/ Research Scholar/ Student):

Name and Address of the Organization/Academic Institution:

Phone (with STD code):

Mobile No.:

Email ID:

Payment Details

Payment Mode: Demand Draft (DD) / Electronic Transfer

Through Demand Draft:

DD must be drawn in favour of **WBNUJS NFCG Grant** payable at Kolkata. Fees for Delegate per person is Rs. 10,000/- (Rupees Ten Thousand Only)

Through Electric Transfer:

Corporation Bank, NUJS Branch, Kolkata IFSC Code: CORP0000663 Account No.:
066300101007650 In favor of : **WBNUJS NFCG Grant**

NOTE: Please note that the participation is on first cum first serve basis and the restriction is 35 participants only. To participate, kindly fill the registration form with the fees and send it to workshop.nujs@gmail.com/ Fax : 033 23356272

Proposed Changes in the NUJS Ph.D. Regulation, 2012

DEFINITIONS

(New) 2.8A ~~Notional Supervisor~~ ^{guide} ~~guide~~ means a guide appointed for the purpose of supervising course work in relation to particular candidate appointed by the Doctoral Committee.

REGULAR REGISTRATION

(New) Reg No. 6.1 (c) Subject Paper- (100 Marks)

Reg No 6.2 (c) Research Proposal in the area of research (50 Marks) and its presentation (50 Marks).

6.2A Subject Paper would include- Preparation of an exhaustive module (around 800 pages) in the area of research in consultation with the notional supervisor appointed by the University. (30 Marks) and (Written Examination on the module 70 Marks)

Reg No 6.6 Ph.D. Registration- The regular registration of the candidate shall date back to the date of provisional registration.

PROGRESS OF WORK

Reg No 7.1 After the Regular Registration, a candidate is required to submit the following twice in a year (January & July):

New 7.1A The candidate shall pay the prescribed annual fee once in year from the date of provisional registration

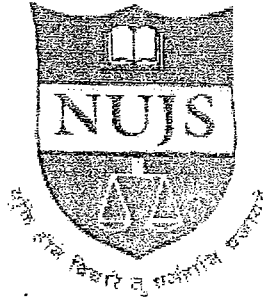
7.2 The Progress Report shall be placed before to the Doctoral Committee (Ph.D) within 15 days of receipt. The Doctoral Committee (Ph.D) shall assess the Progress Report and send its comments.

7.3 Failure to submit two Consecutive Progress Reports shall entail cancellation of registration.

Submission of Ph.D. Thesis:

Reg No. 8.2 (d) If any candidate fails to submit his / her Ph.D. Thesis within five years, he / she may apply to University for extension of his / her Registration for a maximum of two more years with the recommendation of the Doctoral Committee, through the Guide, by remitting a penalty of Rs. 25,000/- per year in addition to the annual fee.

2011/12



Ph.D. REGULATIONS 2012

[Adopted under the WB National University of Juridical Sciences Act 1999 and following the guidelines of the University Grants Commission (Minimum Standards and Procedure for award of M.Phil./Ph.D. Degree), Regulations 2009]

THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

**12 LB BLOCK, SALT LAKE CITY, KOLKATA
700098, INDIA**

23/1/12

**THE WB NUJS REGULATIONS GOVERNING AWARD
OF THE DEGREE OF DOCTOR OF PHILOSOPHY
(Ph.D.) 2012**

1. TITLE AND COMMENCEMENT

- 1.1 These Regulations shall be called the Regulations governing the standards and procedures for the award of the degree of Doctor of Philosophy [Ph.D.] of the West Bengal National University of Juridical Sciences (NUJS), Kolkata.
- 1.2 These Regulations shall come into force from the date of assent by the Academic Council.

2. DEFINITIONS

In these Regulations, unless the context otherwise requires

- 2.1 "Approved list of Examiners" means the panel of examiners chosen by the Vice Chancellor, recommended by the Academic Council and approved and appointed by the Executive Council of the University for adjudicating/evaluating the Ph.D. thesis.
- 2.2 "Candidate" means any person who satisfies the prescribed eligibility conditions as stated later in Section 5 and who intends to register for the Ph.D. degree;
- 2.3 "Co-guide" means the recognized supervisor(s) who supervises the Ph.D. work of a candidate jointly with the guide satisfying eligibility as in Section 4 below;
- 2.4 "Course work" means the compulsory preparatory study to be undertaken by a candidate as prescribed by Doctoral Committee;
- 2.5 "Degree" means the degree of Doctor of Philosophy [Ph.D.];
- 2.6 "Doctoral Committee (Ph.D.)" means the Committee constituted by the Vice Chancellor and approved by the Academic Council.
- 2.7 "Foreign candidate" means any person who is a foreign national with a valid foreign Passport, satisfying the prescribed eligibility conditions as stated later in Section 5 and who intends to register for the degree, with a valid research visa;
- 2.8 "Guide" means the recognized supervisor for the research work of a candidate satisfying eligibility as in Section 4 below to oversee the research work of a candidate;
- 2.9 "University" means the West Bengal National University of Juridical Sciences, Kolkata.

**3. CONSTITUTION AND FUNCTIONS OF THE DOCTORAL COMMITTEE
(Ph.D.)**

- 3.1 The Doctoral Committee (Ph.D.) shall consist of
- (a) the Vice Chancellor,

- (b) Seven members designated by the Vice Chancellor for three years among the Professors, Associate Professors and Assistant Professors of the University having Ph D degree.

The Vice Chancellor shall be the Chairperson of the Doctoral Committee (Ph.D.). Wherever the Vice Chancellor shall be absent, the senior most Professor of Law of the University shall be the Chairperson. The Assistant Registrar (Academic) shall be the secretary of the committee. Any research guide who is not a member of the Doctoral Committee (Ph.D.) may be specially invited whenever the presentation of his/her candidate before the Doctoral Committee (Ph.D.) is held.

3.2 The Doctoral Committee (Ph.D.) shall

- (a) Prepare the list of recognized guides and co-guides
- (b) Conduct pre-registration colloquium as in 6.5 below,
- (c) Allocate guides and co-guides
- (d) Assess annual progress reports of a candidate submitted as in Section 7 below, and offer possible suggestions for improvement, if any, regarding the progress of research work to the candidate;
- (e) Conduct pre-submission colloquium as in 8.1 below;
- (f) Conduct open viva-voce of the candidate as in 8.6 below.

4. ELIGIBILITY CRITERIA FOR RECOGNITION AS GUIDE

- 4.1 Professors, Associate Professors and Assistant Professors working in the University are eligible to be recognized as Ph.D. Guides if they have a Ph.D. in that subject and involved in the research.
- 4.2 Faculty who attain superannuation or resign their jobs will forfeit recognition as Guide / Co-guide. However, such a person shall sign a letter that he/ she shall have the responsibility of continuing to guide candidates who were registered under him / her, before getting relieved from the University.
- 4.3 A Guide / Co-guide may supervise not more than eight candidates at a time.

5. ELIGIBILITY CRITERIA FOR A CANDIDATE

Any candidate who satisfies the following conditions is eligible to seek registration for Ph.D. in the University upon application for provisional registration after going through these Regulations and Guidelines for Ph.D. which shall be supplied along with the application.

- 5.1 The candidate shall have Masters Degree of any University recognized by UGC or an equivalent Masters degree of foreign University, with a minimum of 55% marks or equivalent Cumulative Grade Point Average (CGPA). However, this condition is relaxed to 50% in case of candidates belonging to SC and ST.

Explanation:

In case of foreign University, the factor of equivalence shall be decided by the Doctoral committee (Ph. D)

- 5.2 Entrance Test: Admission to Ph.D. shall be through an Entrance Test and Interview. Applications for Entrance Test shall be invited once a year in the month of July, depending on the vacancies existing in each specialized area.
- 5.3 The Entrance Test shall consist of one paper of 80 marks with 3 hours duration. The syllabus of the paper shall cover, Law and Social Transformation in India, Indian Constitutional Law: the New Challenges, Judicial Process and Legal Education and Research Methodology
- 5.4 Depending on the vacancies available in the University, candidates shall be called for Interview in the ratio 1:3 based on the marks scored in the Entrance Test. The Interview shall be for 20 marks to be conducted by the Doctoral Committee (Ph.D).
- 5.5 Candidates who have qualified for UGC/SLET/SET/JRF fellowships are exempted from the Entrance Test.
- 5.6 Candidates with M Phil degree from any recognized University are exempted from Entrance Test.
- 5.7 Foreign candidates who have LL M degree from a foreign university or Indian University with a minimum of 55% marks or equivalent Cumulative Grade Point Average (CGPA) shall be exempted from the requirement of entrance test, provided that the Doctoral Committee (Ph.D) is satisfied about their research proposal.
- 5.8 Provisional Registration: Selected candidates shall apply in the prescribed form for Provisional Registration as Doctoral Candidates after payment of stipulated fee to the University.

6. REGULAR REGISTRATION

- 6.1 The provisionally registered candidates (including candidates who have qualified for UGC JRF/NET/SLET/SET or having M Phil degree) shall undergo Ph.D. Course Work of one semester duration from the date of Provisional Registration, prescribed by the University in:

- (a) Advanced Research Methodology (100 marks), and
- (b) Research proposal along with the Review of Literature in the area of research (200 marks).

The syllabus for Advanced Research Methodology shall be common and evaluation for 50 marks shall be based on Tutorials, Seminars, Assignments and Evaluation for 50 marks shall be based on a Written Test.

- 6.2 After 16 weeks of Course Work, which shall consist a minimum of 32 hours of contact classes, the University shall conduct a Written

Assessment Test for Advanced Research methodology paper. The Doctoral Committee (Ph.D) shall assess for 200 marks in total: (a) Review of Literature submitted in writing (50 Marks); (b) Seminar presentations preceded by submission of Seminar Report/s (50 Marks) and (c) Research Proposal in the area of research and its presentation (100 Marks).

6.3 Candidates who are unsuccessful in the Course Work shall be permitted to re-appear for Assessment within one year from the date of announcement of the results. Provisional Registration of a candidate who fails in the Assessment of Course Work in two attempts shall be canceled.

6.4 Allocation of Guide and Co-Guide

The allocation of the Guide and Co-Guide for a selected student shall be decided by the Doctoral Committee (Ph.D) in a formal manner depending on the number of student per faculty member, the available specialization among the faculty supervisors, and the research interest of the student as indicated during interview by the student. The allotment/allocation of Guide and Co-Guide shall not be left to the individual student or teacher. The co-guide may be from outside the University also.

6.5 Pre-registration Colloquium:

(a) After successful completion of Course Work a candidate, in consultation with his / her Guide, shall identify the Title of the proposed research topic within a month of announcement of results. The candidate shall then prepare a Synopsis in consultation with his / her Guide and shall submit ten hard copies of the Ph.D. Synopsis of five thousand words along with a soft copy to the University. On the request of Guide, Doctoral Committee (Ph.D) shall organize a meeting at the earliest from the receipt of the Synopsis to conduct the Pre-registration Colloquium.

(b) The Doctoral Committee (Ph.D) may suggest changes, if necessary, in the title/scope methodology of the topic selected for research, based on the performance of the candidate in the Pre-registration Colloquium.

(c) The Doctoral Committee (Ph.D) shall assess the preparedness of the candidate for the research to be undertaken. It may, however, ask the candidate to present the Colloquium again if the performance/preparedness of the candidate in the first instance is not satisfactory. Only one re-appearance is permitted within 6 months from the date of the first Colloquium.

(d) The failure of the candidate to successfully complete the pre registration colloquium after the second attempt shall result in the cancellation of Provisional Registration.

6.6 Ph.D. Registration: Application for Registration with prescribed fees shall be submitted to the University within one month from the date of

informing the candidates about the successful completion of Pre-registration Colloquium along with 10 hard copies of the Synopsis and a soft copy of the synopsis through the Guide and co-guide, if any, after successful completion of the Pre-registration Colloquium.

6.7 The Ph.D. Registration is valid for FIVE years only from the date of Provisional Registration.

7. PROGRESS OF WORK

7.1 After the Regular Registration, a candidate is required to submit the following once a year within one month of completion of the year to the University:

- (a) Progress Report of Research Work done.
- (b) Prescribed fees.
- (c) Recommendation of the Guide regarding progress of research.

7.2 The Annual Progress Report shall be placed before to the Doctoral Committee (Ph.D) within 15 days of receipt. The Doctoral Committee (Ph.D) shall assess the Progress Report and send its comments.

7.3 Failure to submit two Consecutive Annual Progress Reports shall entail cancellation of registration.

7.4 The candidate shall publish at least two research articles as main author, based on his / her Research Work in journals of repute in order to be eligible to submit the final thesis.

8. SUBMISSION OF THESIS AND EVALUATION

8.1 Pre-submission Colloquium:

(a) The candidate is eligible to submit his / her Thesis only after completing 3 years of Research Work from the date of his / her provisional Registration.

(b) The candidate has to submit 10 copies of the Synopsis of his / her Ph.D. Thesis highlighting contents of the Thesis and enclose evidences of two research publications in the area of research in Journals/books of repute in the form of acceptance letters or published papers, to the University.

(c) The Chairperson of the Doctoral Committee (Ph.D) shall organize the Pre-Submission Colloquium meeting before the faculty members in the University at the earliest.

(d) The Doctoral Committee (Ph.D) shall advise and offer suggestions to the candidate for the finalization of the Thesis.

(e) The decision of the Doctoral Committee (Ph.D) shall be communicated to the candidate.

(f) If the Doctoral Committee (Ph.D) is not satisfied with the Pre-thesis Submission Colloquium of a candidate, it may ask the candidate to appear for the Colloquium again after a gap of one month.

8.2 Submission of Ph.D. Thesis:

- (a) After the successful completion of pre-submission colloquium, the candidate shall submit a soft copy of the final thesis.
- (b) The candidate shall prepare a Thesis embodying results of original research and submit 5 copies of his / her Ph.D. Thesis along with five copies of abstract of not more than thousand words and the electronic version of the Thesis in .pdf format (3 discs) for evaluation.
- (c) A certificate duly signed by the Guide and Co-guide, if any, indicating his / her supervision of the candidate and bonafide character of the work, along with a declaration by the candidate about the originality and the fact that it has not been previously submitted by the candidate either for award of any Degree or Diploma to this or any other University, shall be enclosed along with the Thesis.
- (d) If any candidate fails to submit his / her Ph.D. Thesis within five years, he / she may apply to University for extension of his / her Registration for a maximum of two more years with the recommendation of the Doctoral Committee, through the Guide, by remitting a penalty of Rs. 25,000/- in addition to the annual fee.
- (e) If a candidate fails to submit Thesis even after seven years, his / her Ph.D. Registration is annulled.

8.3 **Evaluation of the Ph.D. Thesis:** The Thesis shall be evaluated by three external examiners selected by the Vice Chancellor from the list of six examiners shortlisted by the Vice Chancellor in consultation with the Guide from the approved list of examiners.

8.4 Evaluation Reports:

- (a) The External Examiners shall send the Evaluation Report to the University.
- (b) Apart from the Evaluation Report, each Examiner is required to submit a Short Report in the prescribed proforma duly signed and sent as Hard Copy/ FAX/ Scanned Image by E-mail.

8.5 Decision about Evaluation:

- (a) For award of Ph D degree there shall be unanimous recommendation by all the three external examiners that the thesis be accepted for the award of Ph D degree.
- (b) If a minimum of two out of three of the External Examiners reject the Thesis outright, the University shall notify rejection of the Thesis and cancellation of Ph.D. Registration.
- (c) If one of the External Examiners rejects the thesis, the thesis shall be referred to another examiner. If this Examiner also rejects

the Thesis, the University shall notify Rejection of the Thesis and cancellation of Ph.D. Registration.

(d) If any one or more of the Examiners recommend/s revision and revaluation of the Thesis, then the candidate shall revise the Thesis based on the suggestions made by the Examiner(s) and submit the Revised Thesis, duly certified by the Guide and with payment of the prescribed fees to the University. The University shall send the Revised Thesis at the earliest to the same Examiner(s).

(e) If any Examiner recommends the award of degree after incorporating the suggested revisions / corrections, such modifications shall be complied with by the candidate. The Revised Thesis shall be submitted to the University along with the prescribed fees.

8.6 Viva-Voce Examination:

(a) After receipt of three positive reports from the examiners, open Viva-Voce examination shall be conducted by the University in the presence of the members of the Doctoral Committee (Ph.D), research guide, one local external law professor, members of the Faculty, research scholars and students by giving wide publicity.

(b) If the candidate desires, the viva-voce examination may be held via video conferencing after payment of necessary additional fees prescribed by the University.

8.7 The Ph.D. degree would be awarded if three examiners give positive reports and the candidate successfully completes viva voce examination.

8.8 **Ph.D. Notification:** The Ph.D. Declaration Notification shall be done by the Registrar on the Official Letter Head.

9. CHANGE OF TITLE / GUIDE

9.1 A candidate desiring to change the title of the Thesis shall apply to the University with 10 copies of revised Synopsis and changed Title through the Guide after paying the prescribed fee.

9.2 The University shall seek the opinion of the Doctoral Committee (Ph.D) for the change of title. Such a change can be permitted anytime before the Pre-thesis Submission Colloquium.

9.3 If a candidate decides to change the topic of research, his / her regular registration stands canceled, and the candidate has to undergo the Regular Registration process again and may apply for pre-submission colloquium only after a period of three years from the date of registration of change.

9.4 Generally, change of Guide is not permissible. It may be permitted only under exceptional circumstances such as death / disability / other medical conditions of the Guide or legal actions on the Guide by the administration. However, if there is any written complaint about conflict between the Guide

and the candidate, the University shall refer the matter to the Doctoral Committee (Ph.D) for final decision.

10. Any issue not covered by the foregoing Regulations, shall be governed by the decision of the Vice-Chancellor.
11. The earlier rules/regulations governing the award of the Degree of Doctor of Philosophy (Ph.D.) of NUJS are hereby repealed.

23/4/12

13. Changes to LL.M Regulations 2013

The changes are proposed in LL.M Regulations 2013. Required changes in LL.M Regulations 2013 are attached as annexure to this agenda.

Submitted for the perusal and approval of the honourable members.

(Annexure L)

**THE WEST BENGAL NATIONAL UNIVERSITY OF
JURIDICAL SCIENCES, KOLKATA**

**Master of Law (LL.M.) -
Regulations**



2013

1. Degrees Offered

University offers full-time LL.M. Degree with specialization in

- (a) Corporate and Commercial Law; and
- (b) International and Comparative Law.

2. Administration of LL.M.

- 2.1 There shall be constituted a Centre of Post-Graduate Legal Studies (CPGLS) and a Post Graduate Curriculum Committee (PGCC)
- 2.2 The Vice-Chancellor in coordination with CPGLS and PGCC is responsible for the general supervision of LL.M. Degree at the University. The CPGLS and PGCC shall perform the functions in accordance with this Regulation.
- 2.3 The CPGLS would consist of minimum 10 faculty members and such other staff as may be required for the administration of LL.M. A minimum of 8 faculty members of CPGLS would be at the level of Professor/Associate Professor. The members of the CPGLS are nominated by the Vice-Chancellor.
- 2.4 The CPGLS is responsible for:
 - (a) recommending admission (as per Regulation 3), reviewing the students' progress and arranging for the supervision and examination of the student.
 - (b) reviewing and monitoring the conduct of the LL.M. examination and dissertation.
 - (c) ensuring compliance with the LL.M. Regulations.
 - (d) disclosing the information required under the UGC Guidelines for introduction of One Year LL.M. Degree Programme, 2012.
- 2.5 The PGCC shall consist of such number of Professors and Associate Professors forming part of CPGLS as may be required. The members of the PGCC are nominated by the Vice-Chancellor.
- 2.6 The PGCC is responsible for formulating, reviewing and revising the LL.M. curriculum on a regular basis.

3. Admission

- 3.1 The requirements for admission to LL.M. program are as follows:
 - a) The candidate must have completed a bachelor's degree in Law (LL.B.) with a percentage of at least 55 or an equivalent cumulative grade point average from any Indian University recognised by UGC or any equivalent degree offered by a foreign University;

Explanation: In case of degree by foreign University, the factor of equivalence would be decided by the CPGLS.

- b) The candidate must have been allotted with a seat through the All India Admission Test for LL.M. organized by NUJS coupled with the requisite merit in the form of work experience, publications and statement of purposes.

Explanation: The Admission test shall be conducted for 70 marks. The work experience, publications and statement of purposes shall be evaluated out of 30 marks.

- 3.2 Provisional admission may be offered, subject to the approval of CPGLS, for an applicant, whose result is due, to undertake the program provided the result / provisional degree certificate is submitted before the beginning of the first semester examination.

In case, the provisionally admitted candidate fails to submit the result / provisional degree certificate before the beginning of the first semester examination, the provisional admission of the candidate shall stand cancelled.

4. Duration of the Course

- 4.1 University offers a full-time one-year LL.M. program spread over two semesters.
- 4.2 Students are allowed a maximum of two years from the date of admission to complete the requirements of the degree.

5. The Course Details

- 5.1 Students in each stream of specialization are required to pass nine papers and a dissertation.
- 5.2 Out of the nine papers, students are required to pass the following three compulsory papers of three credits each.
- (i) Research Methods and Legal Writing
 - (ii) Comparative Public Law/Systems of Governance
 - (iii) Law and Justice in a Globalizing World
- 5.3 Students specializing in 'Corporate and Commercial Law' shall pass the following four papers of two credits each.
- (i) Company Law
 - (ii) International Trade Law
 - (iii) Bankruptcy Law
 - (iv) Competition Law / Investment Law
- 5.4 Students specializing in 'International and Comparative Law' shall pass the following four papers of two credits each.
- (i) Public International Law
 - (ii) International Organizations
 - (iii) Air and Space Law
 - (iv) International Human Rights Law / International Criminal Law

5.5 Students are required to take two optional papers from the range of papers on offer during the concerned semester barring the papers already studied.

Note: The detailed structure of papers to be taught in each semester is given in schedule I.

6. Project Work and Examination

6.1 Student shall be allowed to take end-semester examination in a paper only if the minimum attendance requirement fixed by the University is fulfilled.

6.1.1. Any student so debarred under 6.1 would be eligible to appear for the examination in that paper only in subsequent academic year after duly attending the course.

6.2 Each paper is assessed based on the following components and marks:

Project Work	Project Presentation	Class Participation (Optional)	End-Semester Examination	Total
25 Marks	25 Marks	10 Marks	40/50 Marks	100 Marks

6.3 A student must secure a minimum of fifty percent marks in each paper and dissertation in order to fulfil the requirements of the Degree.

6.3.1. a student failing to conform to the above requirement in any of the papers shall appear in the repeat examination for that paper as and when it is held and secure the minimum marks prescribed in 6.3.

6.4 Grading system

Percentage of Marks	Grade	Grade Value
70% and above	E (Excellent)	7
65% and above but below 70%	A+ (Distinction)	6
60% and above but below 65%	A (Very Good)	5
55% and above but below 60%	B+ (Good)	4
50% and above but below 55%	B (Pass)	3
Below 50%	F (Fail)	0

7. Dissertation

- 7.1 Student is required to submit a dissertation containing minimum of 30,000 words in the partial fulfilment of the Degree.
- 7.2 Dissertation carries three credits and a total of 200 marks, which includes the following components and marks.

Sl. No.	Components	Marks
1	Synopsis	10
2	Synopsis Presentation	15
3	Pre-submission Presentation	25
4	Thesis	150

- 7.3 Student is required to finalize the dissertation topic within 15 days from the beginning of second semester. Student must submit a synopsis for evaluation and approval of the dissertation topic.
- 7.4 An initial presentation of the topic shall be made before the CPGLS after the submission of the synopsis but within 60 days from the commencement of second semester.
- 7.5 After the successful completion of initial presentation, a guide shall be assigned to the student by the CPGLS based on the feasibility and subject-matter expertise of the concerned faculty.
- 7.6 Only Professors and Associate Professors are qualified to guide the LL.M. dissertations. Each guide should have not more than 5 candidates.
- 7.7 Student is required to make a pre-submission presentation before CPGLS during the period between 01 July and 15 July of the concerned year with an advance notice of 15 days to the office of AR (Academics).
- 7.8 Final written-submission (thesis) shall be submitted within one month from the date of pre-submission presentation. Five hard copies of the thesis must be submitted along with a softcopy in pdf format to the office of AR (Academics).
- 7.9 Thesis shall be assessed by both an internal and an external examiner selected by the CPGLS.

Schedule - I

DETAILED STRUCTURE OF THE PAPERS TO BE TAUGHT IN EACH SEMESTER

1. Corporate and Commercial Law Specialization

- Semester I: (a) Research Methods and Legal Writing
(b) Comparative Public Law/Systems of Governance
(c) Company Law
(d) International Trade Law
(e) Optional Paper - I

- Semester II: (a) Law and Justice in a Globalizing World - ?
(b) Bankruptcy Law - Law of Insolvency - VP
(c) Competition Law / Investment Law - TRC
(d) Optional Paper - II
(e) Dissertation

2. International and Comparative Law Specialization

- Semester I: (a) Research Methods and Legal Writing
(b) Comparative Public Law/Systems of Governance
(c) Public International Law
(d) International Organizations
(e) Optional Paper - I

- Semester II: (a) Law and Justice in a Globalizing World
(b) Air and Space Law - SBB
(c) International Human Rights Law / International Criminal Law - AM
(d) Optional Paper - II
(e) Dissertation

14. Changes to Academic and Examination Regulations 2012 for LL.B course

The Academic and Examination Regulations 2012 was implemented from 2012 batch onwards. While implementing the said regulations, it is found that some changes need to be made.

The changes required in the said regulations are attached with the agenda as annexure.

Submitted for the perusal and approval of the honourable members.

(Annexure M)

Proposed Amendments to the Academic and Examination Regulations 2012

Rule 4.1 – Attendance

Original Provision	New Provision [as per proposed modification]
<p>4.1 Eligibility to appear in examination – To be eligible to appear in the End-Semester Examination in a course, a student shall have a minimum of 70% attendance. Attendance up to 4 % may be condoned for students who represent the University in any University approved competition activities or on medical reasons.</p> <p>Explanations:-</p> <p>i) University approved competitions an activities mean those approved by the Vice-Chancellor at the beginning of every academic year within thirty days of commencement of the session (SJA or the relevant societies shall submit a list of competitions/ activities to be considered for being University approved.) The approved list may be altered later, on application to the Vice-Chancellor and on his approval in consultation with the UC. For such purposes, the UC may consult the concerned Faculty Advisor.</p> <p>ii) Medical reasons means hospitalization, contagious diseases or ailments of similar serious nature, which the UC may approve for reasons stated.</p>	<p>4.1 Eligibility to appear in examination – To be eligible to appear in the End-Semester Examination in a course, a student shall have a minimum of 70% attendance. Attendance up to 4 % may be condoned for students who represent the University in any University approved competition activities or on medical reasons.</p> <p>Explanations:-</p> <p>i) University approved competitions an activities mean those approved by the Vice-Chancellor at the beginning of every academic year within thirty days of commencement of the session (SJA or the relevant societies shall submit a list of competitions/activities to be considered for being University approved.) The approved list may be altered later, on application to the Vice-Chancellor and on his approval in consultation with the UC. For such purposes, the UC may consult the concerned Faculty Advisor.</p> <p>ii) Medical reasons means hospitalization, contagious diseases or ailments of similar serious nature, including psychological conditions, which the UC may approve for reasons to be stated.</p>

Rule 4.3. – Publication of Attendance Status

Original Provision	New Provision [as per proposed modification]
<p>4.3. Publication and Notification of Attendance Status</p> <ol style="list-style-type: none"> 1. The Office of the AR (Acad) shall publish the status of attendance on the status of attendance on the 30th day of the commencement of the session and every 15 days thereafter. 2. The same shall uploaded to the University Website within the next 2 working days. 3. In appropriate cases, parents/guardians shall be notified in writing about the shortfall of attendance of their concerned wards by the AR (Acad). 4. The list of students declared ineligible to appear in the End-Semester Examination shall be notified by the AR (Acad) on the next day of closing of attendance of each semester. 5. Office of the AR (Acad) shall inform the parents /guardians of debarred students in writing about the ineligibility of their ward. 	<p>4.3. Publication and Notification of Attendance Status</p> <ol style="list-style-type: none"> 1. The Office of the AR (Acad) shall publish the status of attendance of students for every month within the first week of the next month. 2. The list shall also be uploaded to the University Website within the same week. 3. In appropriate cases, parents/guardians shall be notified in writing about the shortfall of attendance of their concerned wards by the AR (Acad). 4. The list of students declared ineligible to appear in the End-Semester Examination shall be notified by the AR (Acad) on the next day of closing of attendance of each semester. 5. Office of the AR (Acad) shall inform the parents /guardians of debarred students in writing about the ineligibility of their ward.

Rule 5.10 – Publication of students enrolled for Elective Courses

Original Provision	New Provision [as per proposed modification]
<p>5.10. The Office of the AR (Acad) shall publish a final list of students enrolled for each of the Elective Course, not later than on twelfth day from the</p>	<p>5.10. The Office of the AR (Acad) shall publish a final list of students enrolled for each of the Elective Course, not later than on twelfth day from</p>

commencement of the Semester. The List shall be final and there cannot be any change after its publication.	the commencement of the Semester. The List shall be final and subject to 5.10A, there cannot be any change after its publication.
	5.10A. In case, any student is aggrieved due to an error in the published list, he/she may appeal to the Undergraduate Council within three days of publication of the list under 5.10. If the Undergraduate Council finds that there has indeed been an error in the published list, it shall direct the rectification of that error.

Rule 6.3 – Evaluation Components for Compulsory Courses

Original Provision	New Provision [as per proposed modification]
<p>6.3. A course teacher, with the prior written permission of the Vice-Chancellor, may allocate marks for class participation, Mid-Semester examination, or any other modes of evaluation in addition to those defined under clause 6.1 and 6.2 as the case may be within seven working days from the beginning of the semester, and subsequently inform the AR (Acad), who shall notify the students. No course teacher is allowed to conduct take home examination as a part of evaluation.</p>	<p>6.3 A course teacher, with the prior written permission of the Vice-Chancellor, may allocate marks for class participation, Mid-Semester examination, or any other modes of evaluation, in lieu of or in addition to those defined under clause 6.1 and 6.2 or Part VII as the case may be, within fourteen working days from the beginning of the semester, and subsequently inform the AR (Acad), who shall notify the students. No course teacher is allowed to conduct take home examination as a part of evaluation.</p>

Rule 6.6 - Submission Deadline for Projects in Compulsory Course

Original Provision	New Provision [as per proposed modification]
<p>6.6 Submission Deadline</p> <ol style="list-style-type: none"> 1. Students shall submit the essay before 5 p.m. on the first working day after the end of 8th week from the commencement of the semester. 2. Essays shall be submitted in print to the designated staff in the Office of the AR (Acad.). An electronic copy of the essay shall either be uploaded on the NUJSPRO Database/Turnitin or be mailed to the designated email address in accordance with the instructions of Office of the AR (Acad.) within the aforementioned deadline. 3. Submission of a project paper shall be deemed to be complete only after the submission of a printed copy to the Office of the AR (Acad.) and upload on the NUJSPRO Database/Turnitin or email to the designated email address as the case may be. 4. No essay shall be accepted for submission beyond the aforementioned deadline 	<p>6.6 Submission Deadline</p> <ol style="list-style-type: none"> 1. Students shall submit the essay before 5 p.m. on the first working day after the end of 8th week from the commencement of the semester. 2. Essays shall be submitted in print to the designated staff in the Office of the AR (Acad.). An electronic copy of the essay shall either be uploaded on the NUJSPRO Database/Turnitin or be mailed to the designated email address in accordance with the instructions of Office of the AR (Acad.) within the aforementioned deadline. 3. Submission of a project paper shall be deemed to be complete only after the submission of a printed copy to the Office of the AR (Acad.) and upload on the NUJSPRO Database/Turnitin or email to the designated email address as the case may be. 4. If a student does not submit the project on or before the aforementioned deadline, any such late submission shall attract a penalty of deduction of one mark for every day of delay in submission. <p>Provided that no project shall be accepted for submission after the fourth calendar day from the notified deadline for submission and the student shall receive no marks for both, project and viva-voice in the concerned subject. In the event that the fourth day is not a working day, no project shall be accepted after the next working</p>

	<p>day.</p> <p>Explanation: The penalty for late submission shall apply even where a printed copy has been submitted but the soft copy has not been submitted or where a soft copy has been submitted but the printed copy has not been submitted in accordance with Rule 6.6.3.</p>
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Rule 7.2 - Evaluation Components for Elective Courses

Original Provision	New Provision [as per proposed modification]
<p>7.2 A course teacher, with the prior written permission of the Vice-Chancellor, may allocate marks for class participation, Mid-Semester examination, or any other modes of evaluation, "except take home examination, in addition to those defined under clause 7.1 within seven working days from the beginning of the semester, and subsequently inform the AR (Acad), who shall notify the students.</p>	<p>7.2 A course teacher, with the prior written permission of the Vice-Chancellor, may allocate marks for class participation, Mid-Semester examination, or any other modes of evaluation, in lieu of or in addition to those defined under clause 7.1 within fourteen working days from the beginning of the semester, and subsequently inform the AR (Acad), who shall notify the students. A course teacher is allowed to conduct take home examination as a part of evaluation, subject to the approval of the Vice-Chancellor.</p>

Rule 7.7 - Submission Deadline for Projects in Elective Courses

Original Provision	New Provision [as per proposed modification]
<p>7.7 Deadline for Submission</p>	<p>7.7 Deadline for Submission</p>

<ol style="list-style-type: none"> 1. The deadline for submission of the research project shall be finalized by the Course Teacher, with the written permission from the Vice-Chancellor 2. Such deadline shall however be in no case be later than seven days from the date of the last end-semester examination. 	<ol style="list-style-type: none"> 1. The deadline for submission of the research project shall be finalized by the Course Teacher, with the written permission from the Vice-Chancellor 2. Such deadline shall however be in no case be later than seven days from the date of the last end-semester examination. 3. Rule 7.7.3: If a student does not submit the project on or before the aforementioned deadline, any such late submission shall attract a penalty of deduction of one marks for every day of delay in submission. <p>Provided that no project or any other written submission shall be accepted for submission after the fourth day from the notified deadline for submission and the student shall receive no marks for both, project and viva-voice in the concerned subject. In the event that the fourth day is not a working day, no project shall be accepted after the next working day.</p> <p>Explanation: The penalty for late submission shall apply even where a printed copy has been submitted but the soft copy has not been submitted in accordance with Rule 7.7.4 or where a soft copy has been submitted but the printed copy has not been submitted in accordance with Rule 7.7.4.</p>
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Rule 10: Indication of Repeat in Transcript

Original Provision	New Provision [as per proposed modification]

<p>10. Indication of Repeat in Transcript: The transcript shall carry the letter "R" next to the subject in the following cases:</p> <ol style="list-style-type: none"> 1. Securing "F" grade in the first attempt and securing a pass grade on a subsequent attempt. This regulation shall also be applicable to re-admitted students as per regulation (Clause 11.2) 2. Student who has been debarred from appearing in end-semester exam due to a shortage of attendance in the previous academic year, and has secured grade "F" in the regular course of Examination when the subject is offered the next time and secured at least a "C" grade in the subsequent repeat examination. 3. A student whose examination has been cancelled due to violation of examination regulations during the previous academic year. <p>Illustration:</p> <ol style="list-style-type: none"> i) Transcript of a student who has failed only in Contract-I among the subjects offered in the first year, and subsequently passed in his/her second year will carry "R" besides his/her grade against Contract-I. ii) Transcript of a student who has failed in Contract, Commercial Law, Sociology-I among the 10 courses offered in the First Year and subsequently passes these three courses in a subsequent attempt with have "R" besides his/her grade against these three courses. 	<p>10. Indication of Repeat in Transcript: The transcript shall carry the letter "R" next to the subject in the following cases:</p> <ol style="list-style-type: none"> 1. A student who secured "F" grade in the first attempt and secured a pass grade on a subsequent attempt. This regulation shall also be applicable to re-admitted students as per regulation (Clause 11) 2. Student who has been debarred from appearing in end-semester exam due to a shortage of attendance in the previous academic year. 3. A student whose examination has been cancelled due to violation of examination regulations during the previous academic year. <p>Illustration:</p> <ol style="list-style-type: none"> i) Transcript of a student who has failed only in Contract-I among the subjects offered in the first year, and subsequently passed in his/her second year will carry "R" besides his/her grade against Contract-I. ii) Transcript of a student who has failed in Contract, Commercial Law, Sociology-I among the 10 courses offered in the First Year and subsequently passes these three courses in a subsequent attempt with have "R" besides his/her grade against these three courses.
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Rule 11: Promotion Criteria

Original Provision	New Provision [as per proposed modification]
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11.1 A student must secure at least a minimum of "C" grade in 8 out of 10 courses offered in one academic year to get promotion to the next academic year (Details in clause 11.5).

11.2 A student who has failed in more than two subjects in an academic year shall be deemed unsuccessful as per the promotional criteria specified in clause 11.5, and shall be admitted to the same class in the next academic year and shall study the subjects which s/he could not pass and get evaluated afresh, following all the requirements of a regular student.

Illustration: A student who has failed only in Commercial Law, Sociology and Tort, in an academic year, will take readmission in the next academic year and will appear in these three subjects.

11.3 A student who has failed in a maximum of two subjects, shall carry forward the subjects only to the next academic year subject to clause 11.5. Such student shall undergo all the components of evaluation prescribed in those subjects except class participation. Notwithstanding anything contained in clause 11.2, a student, who has secured at least grade "C" in at least 8 subjects of that academic year but failed to clear the backlog of previous academic year, shall not be promoted as per clause 11.5. He/she shall register for examination in the failed subjects and clear the same to be considered for promotion in the subsequent academic year, as per clause 11.5.

Explanation: In case, the subjects are offered in the relevant academic year, the University shall conduct a special examination for the same.

11.1 A student must secure at least a minimum of "C" grade in 8 out of 10 courses offered in one academic year to get promotion to the next academic year (Details in clause 11.5).

11.2 A student who has failed in more than two subjects in an academic year shall be deemed unsuccessful as per the promotional criteria specified in clause 11.5, and shall be admitted to the same class in the next academic year and shall study the subjects which s/he could not pass and get evaluated afresh, following all the requirements of a regular student.

Illustration: A student, who has failed only in Commercial Law, Sociology and Tort, in an academic year, will take readmission in the next academic year and will appear in these three subjects.

Explanation: Following all the requirements of a regular student entails compliance with the attendance requirements as specified in Rule 4. However, the total number of classes under Rule 4.1 shall be calculated in all such cases from the date of readmission to the same class.
Rule 11.2A Every student who fails to obtain promotion as per Rule 11.2 shall have to take re-admission in the same batch. Readmission shall entail payment following of the fees :

- a) Examination Fee
- b) Library Fee
- c) Admission Fee

Signature

<p>Illustration: A student who has secured pass grade in all subjects of second year but still could not pass Contract I offered in the first year of the student will not be promoted to third year but shall re-register for Contract-I and complete all the requirements of that course including attendance and clear the subject. Once the subject is cleared, he/she shall be promoted to the third Year.</p> <p>11.4 A student shall pass all the fifty subjects, within a maximum period of 8 years, from the date of admission for the successful completion and award of the degree.</p> <p>11.5 Detailed Criteria for Promotion:</p> <ol style="list-style-type: none"> 1. For promotion to second year – candidates have to pass at least 8 out of 10 subjects offered in the first year. 2. For promotion to third year – candidates have to pass <ol style="list-style-type: none"> (a) pass all the subjects offered in the first year, and (b) pass at least 8 subjects out of 10 offered in the second year 3. For promotion to fourth year, candidates have to <ol style="list-style-type: none"> (a) pass all the subjects offered in the first and second years, and (b) pass at least 8 subjects out of 10 offered in the third year 4. For promotion to fifth year, candidates have to <ol style="list-style-type: none"> (a) pass all the subjects offered in the first, second and third years, and (b) pass at least 8 subjects out of 10 offered in the fourth year. 	<p>d) Composite (Hostel) Fee</p> <p>e) Adjustable (Hostel) Deposit</p> <p>f) Re-registration Fee as per Rule 11.3</p> <p>The amount to be paid under these heads shall notified by the Accounts Section from time to time.</p> <p>11.3.1 A student, who has failed in a maximum of two subjects after the Repeat Examination in the same academic year, shall carry forward the subjects only to the next academic year subject to clause 11.5. Such student shall undergo all the components of evaluation prescribed in those subjects, except class participation. He/she shall re-register for examination in the failed subjects and clear the same to be considered for promotion in the subsequent academic year, as per clause 11.5.</p> <p>Explanation: In such a case, the marks obtained in the Repeat Examination shall be scaled up in lieu of class-participation marks.</p> <p>Illustration: A student, who secured pass grade in all the subjects in his First Year and passes eight subjects and fails in Family Law-II and Economics-II in his Second Year, shall be promoted to third year. He/she shall re-register for in Family Law-II and Economics-II and complete all the requirements of that course, except class participation and attendance, in the next academic</p>
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year.

11.3.2 Notwithstanding anything contained in Rule 11, a student who has secured at least grade C in at least 8 subjects of that academic year but failed to clear the backlog of previous academic year shall not be promoted as per clause 11.5. He/ she shall re-register for examination in the failed subjects and clear the same to be considered for promotion in the subsequent academic year, as per clause 11.5.

Illustration 2: A student, who has secured pass grade in all subjects of Second Year but still could not pass Contract I offered in the First Year, shall not be promoted to third year but shall re-register for Contract I and complete all the requirements of that course including attendance and clear the subject. Once the subject is cleared, he/she shall be promoted to the Third Year.

Explanation I: In case the subjects are not offered in the relevant academic year, the University shall conduct a special examination for the same.

Explanation II: For the purpose of re-registration, a student shall pay the stipulated amount per course to the University. Student shall apply for re-registration in writing to the Examination Section with a copy of the receipt of payment mentioned above within the time specified by the University.

	<p>11.4 Subject to Rule 56, a student shall pass all the fifty subjects, within a maximum period of 8 years, from the date of admission for the successful completion and award of the degree.</p> <p>11.5 Detailed Criteria for Promotion:</p> <ol style="list-style-type: none"> 1. For promotion to second year – candidates have to pass at least 8 out of 10 subjects offered in the first year. 2. For promotion to third year – candidates have to pass <ol style="list-style-type: none"> (a) pass all the subjects offered in the first year, and (b) pass at least 8 subjects out of 10 offered in the second year 3. For promotion to fourth year, candidates have to <ol style="list-style-type: none"> (a) pass all the subjects offered in the first and second years, and (b) pass at least 8 subjects out of 10 offered in the third year 4. For promotion to fifth year, candidates have to <ol style="list-style-type: none"> (a) pass all the subjects offered in the first, second and third years, and (b) pass at least 8 subjects out of 10 offered in the fourth year.
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Rule 12: Eligibility to Appear in a Repeat Examination

Original Provision	New Provision [as per proposed modification]
<p>12: Eligibility to Appear in a Repeat Examination shall be the following:</p> <ol style="list-style-type: none"> 1. Securing F grade in a subject. 2. A student who has missed a regular end semester examination due to participation in a University recognized international moot court 	<p>12: Eligibility to Appear in a Repeat Examination shall be the following:</p> <ol style="list-style-type: none"> 1. Securing F grade in a subject. 2. A student who has missed a regular end semester examination due to participation in a University approved moot court

<p>competition held during the end semester examination.</p> <p>3. A student who has been hospitalized due to serious illness during the end-semester examination.</p> <p>4. A student whose examination has been cancelled due to violation of examination regulations during the previous academic year.</p> <p>Explanation: A student who has been debarred from appearing in end-semester examination due to shortage of attendance will not be eligible to appear for repeat examination in that academic year (clause 4.5). Provided that if such a student secures a grade F in the regular course of the subject when it is offered the next time, s/he can appear in the subsequent repeat examination.</p>	<p>competition held during the end semester examination.</p> <p>Such approval shall be obtained prior to the examination.</p> <p>3. A student who was unable to write the end-semester examination due to hospitalization or incapacitation due to any contagious disease or ailment of similar serious nature. Provided that no student shall be eligible to write repeat examination of any subject under this clause unless he or she informs, by phone or in writing, the Office of the Assistant Registrar (Academic) of his/her illness before the commencement of the examination in that subject.</p> <p>4. A student whose examination has been cancelled due to violation of examination regulations during the previous academic year.</p> <p>5. A student who participated in a Foreign Exchange Programme under Part X and allowed to write a repeat exam under Rule 58.</p> <p>Explanation I: A student who has been debarred from appearing in end-semester examination due to shortage of attendance will not be eligible to appear for repeat examination in that academic year (clause 4.5).</p> <p>Explanation II: Marks obtained in a repeat examination written under 12.1 and 12.4 shall not be considered for the purpose of any medal to be awarded on the basis of grades obtained in any subject.</p> <p>Explanation III: Any student who secures F grade in a subject and seeks to write the repeat examination for that subject in the same academic year shall, have the option of:</p> <p>i) Retaining his/her marks obtained for project and other components of evaluation originally, or</p>
<p>competition held during the end semester examination.</p> <p>3. A student who has been hospitalized due to serious illness during the end-semester examination.</p> <p>4. A student whose examination has been cancelled due to violation of examination regulations during the previous academic year.</p> <p>Explanation: A student who has been debarred from appearing in end-semester examination due to shortage of attendance will not be eligible to appear for repeat examination in that academic year (clause 4.5). Provided that if such a student secures a grade F in the regular course of the subject when it is offered the next time, s/he can appear in the subsequent repeat examination.</p>	<p>competition held during the end semester examination.</p> <p>Such approval shall be obtained prior to the examination.</p> <p>3. A student who was unable to write the end-semester examination due to hospitalization or incapacitation due to any contagious disease or ailment of similar serious nature. Provided that no student shall be eligible to write repeat examination of any subject under this clause unless he or she informs, by phone or in writing, the Office of the Assistant Registrar (Academic) of his/her illness before the commencement of the examination in that subject.</p> <p>4. A student whose examination has been cancelled due to violation of examination regulations during the previous academic year.</p> <p>5. A student who participated in a Foreign Exchange Programme under Part X and allowed to write a repeat exam under Rule 58.</p> <p>Explanation I: A student who has been debarred from appearing in end-semester examination due to shortage of attendance will not be eligible to appear for repeat examination in that academic year (clause 4.5).</p> <p>Explanation II: Marks obtained in a repeat examination written under 12.1 and 12.4 shall not be considered for the purpose of any medal to be awarded on the basis of grades obtained in any subject.</p> <p>Explanation III: Any student who secures F grade in a subject and seeks to write the repeat examination for that subject in the same academic year shall, have the option of:</p> <p>i) Retaining his/her marks obtained for project and other components of evaluation originally, or</p>

	<p>ii) Submitting a fresh project or other components of evaluation</p> <p>However, a student who writes a repeat examination of a subject in the next academic year shall, however, complete all components of evaluation, except class participation, as prescribed for that subject in the relevant academic year</p>
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Rule 18: Number of credit courses that can be taken by a student

Original Provision	New Provision [as per proposed modification]
<p>18.1 No student shall be allowed to enrol in more than 3 credit courses of any weightage in a single academic year.</p> <p>18.2 Signing up for a credit course and being allotted a seat shall count towards the number of credit courses a student can take in an academic year.</p> <p>Example: If a student signs up and is allotted a course but does not, for whatever reasons, complete the course, it would still count towards the limit of number of credit courses a student can take.</p>	<p>18.1 No student shall be allowed to enrol in more than 3 credit courses of any weightage in a single semester.</p> <p>18.2 Signing up for a credit course and being allotted a seat shall count towards the number of credit courses a student can take in an academic year.</p> <p>Illustration: If a student signs up and is allotted a course but does not, for whatever reasons, complete the course, it would still count towards the limit of number of credit courses a student can take.</p>

Rule 19: Utilisation of Credit for Exemption from Elective Courses

Original Provision	New Provision [as per proposed modification]

19.1 Students can seek exemption from an elective course (and not from a compulsory course) only on the basis of equivalent credits already earned and not otherwise.

Explanation: Credits utilised for obtaining an exemption from an elective course cannot be further utilised for seeking exemption from another elective course.

Example: A student who has successfully completed a three-credit course in Law and Ethics may utilise the same for seeking an exemption from an elective course, Media and Law. Credits earned for Law and Ethics cannot be further utilized for seeking an exemption from any other elective course, Similar logic would hold good for a combination as well i.e. three one-credit courses or a two-credit course and another one-credit course.

19.1 Students can seek exemption from an elective course (and not from a compulsory course) only on the basis of equivalent credits already earned and not otherwise. **Such exemption can be obtained at any time after completion of the credit course, including the very next semester.**

Explanation: Credits utilised for obtaining an exemption from an elective course cannot be further utilised for seeking exemption from another elective course.

Illustration: A student who has successfully completed a three-credit course in Law and Ethics may utilise the same for seeking an exemption from an elective course, Media and Law. Credits earned for Law and Ethics cannot be further utilized for seeking an exemption from any other elective course.

19.2: Repeat examinations shall not be conducted for any credit course offered in pursuance of this Part.

19.3.1. Once credits have been earned [marks have been released and a student has passed the credit course], a student can swap such credits against elective courses at any point of time. For example, credits earned in 5th semester can be swapped with an elective course offered in the tenth semester.

19.3.2. An elective course can be swapped only when equivalent credits [three credits] have been earned through one or more credit courses.

19.3.3. A student can swap earned credits with an elective course only before the last date of the window for transfer between elective

	<p>courses for that semester, as per Rule 5.7.</p> <p><u>Illustration</u></p> <p>(a) A student completes 3 credits through a credit course on 'Law and Religion' in her 5th Semester. She can in her 10th semester, before the last day in the window for transfer of electives, swap these 3 credits with an elective course, 'Sports Law'.</p> <p>(b) A student completes 2 credits through a credit course on 'Law and Religion' in her 5th Semester and 1 credit through a credit course on 'Perry Mason and Critical Legal Theory'. She can in her 10th semester, before the last day in the window for transfer of electives, swap these 3 credits with an elective course, 'Sports Law'.</p>
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Rule 39 Consultation Process

Original Provision	New Provision [as per proposed modification]
<p>39.1 Scrutiny of end-semester answer script – Students may apply in writing [Annexure 7] for scrutiny of the answer scripts of the End-Semester Examination to the AR (Acad) within the time prescribed by the University and on payment of a fee of Rs. 500/- per answer script payable to the University.</p> <p>a. Procedure for Scrutiny of answer scripts: The Academic Section on receipt of application for scrutiny with due proof of payment of the prescribed fee shall make provision to the scrutinize the answer script.</p>	<p>39.1 Scrutiny of end-semester answer script – Students may apply in writing [Annexure 7] for scrutiny of the answer scripts of the End-Semester Examination to the AR (Acad) within the time prescribed by the University and on payment of a fee of Rs. 500/- per answer script payable to the University.</p> <p>a. Procedure for Scrutiny of answer scripts: The Academic Section on receipt of application for scrutiny with due proof of payment</p>

<p>Explanation: Scrutiny of the answer script shall be limited to the verification that all answers have been evaluated and that there has been no clerical or mathematical error in the marks appearing on the cover page of the answer script.</p> <p>b. Consultation Process: A student can discuss her/his End Semester answer script with the concerned faculty member after making an application to the [Annexure 8] office of the AR (Acad) within seven days of the publication of results. This will only be a process where in the students will discuss the methods of qualitatively improving analytical writing skills. There shall be no change in the marks already acquired. _</p>	<p>of the prescribed fee shall make provision to the scrutinize the answer script.</p> <p>Explanation: Scrutiny of the answer script shall be limited to the verification that all answers have been evaluated and that there has been no clerical or mathematical error in the marks appearing on the cover page of the answer script.</p> <p>39.2 Consultation Process: A student can discuss her/his End Semester answer script or project with the concerned faculty member after making an application [vide Annexure 8] to the office of the AR (Acad) within fourteen days of the publication of results. This will only be a process where in the students will discuss the methods of qualitatively improving analytical writing skills. There shall be no change in the marks already acquired. _</p>
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Introduction of Rule 43A – Special Repeat Examination

Original Provision	New Provision [as per proposed modification]
NA	<p><u>43A. Special Repeat Examination:</u> In case a student fails a course, compulsory or elective, and the same course is not offered in the next academic year, the University shall conduct a special examination for the same subject along with other repeat examinations in that academic year.</p>

Rule 45.1 – Punishment for Plagiarism of Category I

Original Provision	New Provision [as per proposed modification]
<p>45.1 Category I:</p> <p>45.1.1. Forms of Academic Misconduct punishable under this category are:</p> <p>a) Plagiarism (less than 20% of the total work plagiarised or less than 15% of the total work plagiarised from a single source)</p> <p>45.1.2 Forms of Academic Misconduct under Category I would be punishable by: Re-doing the assignment under question for the first offence.</p>	<p>45.1 Category I:</p> <p>45.1.1. Forms of Academic Misconduct punishable under this category:</p> <p>a) Plagiarism (less than 20% of the total work plagiarised or less than 15% of the total work plagiarised from a single source)</p> <p>45.1.2 Forms of Academic Misconduct under Category I would be punishable, for a first offence, by: Redoing the assignment under question or deduction of such marks as may be considered appropriate by the U-G Council.</p>

Rule 45.2 – Punishment for Plagiarism of Category II

Original Provision	New Provision [as per proposed modification]
<p>45.2 Category II</p> <p>45.2.1. Forms of Academic Misconduct punishable under this category are:</p> <p>a) Cheating;</p> <p>b) Multiple Submissions;</p> <p>c) Preparation by Another, and</p> <p>d) Plagiarism (20% or more of total work plagiarised OR 15% or more of total work plagiarised from a single source).</p> <p>Forms of Academic Misconduct under Category II would be punishable by:</p> <p>a) For the first offence since the date of admission, automatic failure in</p>	<p>45.2 Category II</p> <p>45.2.1. Forms of Academic Misconduct punishable under this category are:</p> <p>a) Cheating;</p> <p>b) Multiple submissions;</p> <p>c) Preparation by another, and</p> <p>d) Plagiarism (20% or more of total work plagiarised OR 15% or more of total work plagiarised from a single source).</p> <p>Forms of Academic Misconduct under Category II would be punishable by:</p> <p>a) For the first offence since the date of admission, automatic failure</p>

<p>the subject under question;</p> <p>b) For the second offence since the date of admission, automatic failure in the subject under question. In this case, the concerned student shall be allowed to repeat the subject under question only in the next academic year;</p> <p>c) For the third offence since the date of admission, automatic failure in the subject under question and repetition of the year. The concerned student shall not be promoted even if he has passed the requisite number of courses;</p> <p>d) For the fourth offence since the date of admission, automatic failure in the subject under question and repetition of year, along with a note in the student's transcript indicating that he was found guilty of using unfair means.</p> <p>e) For the fifth offence since the date of admission, rustication.</p>	<p>in the subject under question;</p> <p>Explanation: In case, a student is deemed to have failed a subject in pursuance of this clause, he/she shall be allowed to write the Repeat Examination for that subject conducted in the same year and he/she must repeat all the components of evaluation for that subject, except class participation.</p> <p>b) For the second offence since the date of admission, automatic failure in the subject under question. In this case, the concerned student shall be allowed to repeat the subject under question only in the next academic year;</p> <p>c) For the third offence since the date of admission, automatic failure in the subject under question and repetition of the year. The concerned student shall not be promoted even if he has passed the requisite number of courses;</p> <p>d) For the fourth offence since the date of admission, automatic failure in the subject under question and repetition of year, along with a note in the student's transcript indicating that he was found guilty of using unfair means.</p> <p>e) For the fifth offence since the date of admission, rustication.</p>
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Introduction of Rule 45.4

Original Provision	New Provision [as per proposed modification]
NA	45.4 Where two or more projects submitted for a course are found to have been plagiarised from each other, all the concerned students would be

deemed to be guilty of plagiarism under this Part.

Addition of a new part – Part X – Exchange Programme with a Foreign University

Part X – Exchange Programme with a Foreign University

55. Minimum Credits to be completed as part of the Exchange Programme

(a) All students who have gone on exchange to another University must complete 15 credits in a semester or 8 credits in a trimester as the case may be, in the designated foreign University. Completion of any further credits will not offset credits at NUJS.

56. Mention in Transcript and Calculation of CGPA

(a) The grades obtained at the foreign Universities, as well as the University where the grades were obtained, shall be indicated in the Official Transcript of the student at the time of graduation. .

(b) The grades obtained at a foreign University shall not be included to calculate the CGPA of students who have gone on exchange. CGPA shall be calculated only on the basis of credits and grades obtained in NUJS.

Illustration: For a student who has completed 135 credits at NUJS and 15 credits in a designated foreign University, the CGPA will be calculated on the basis of the 135 credits completed at NUJS alone.

57. Eligibility for Exchange Programmes

Any exchange programme shall be confined to the students of III, IV and V years.

58. Compulsory Courses missed as a result of Exchange Programme

(a) Students who miss any Course indicated as compulsory by the Bar Council of India due to participation in an exchange programme, shall be allowed to

- i) write the Repeat Examination for that course in the semester in which the course was offered to his class or
- ii) re-register for that course in the next academic year [such re-registration shall not entail compliance with the attendance rule as per Rule 4].

Explanation 1: Grades obtained in such exam(s) shall be shown on the transcripts and considered for calculation of CGPA.

Explanation 2: Grades obtained in such exam(s) shall be shown on the transcripts without any indication of 'R'.

59. Limit on Participation by a Single Student

No student shall be allowed to participate in any Exchange Programme in pursuance of this Part more than once.

60. Exchange Programme Coordinator

Vice-Chancellor shall appoint a Faculty Member as the Exchange Programme Coordinator. The Exchange Programme Coordinator shall coordinate the details of the exchange programmes (before the end of the previous academic year in consultation with the UG and PG Councils as the case may be.

Addition of Annexure-11 [Method of Calculating CGPA]

CALCULATION OF CGPA

The Cumulative Grade Points Average [CGPA] shall be calculated thus:

Cumulative Grade Points [Grade Value *Credits] for all Courses

CGPA =

Total Credits earned through all the courses.

This involves the following steps:

- a) Calculation of grade Point for Each Course by Multiplying Grade Value obtained with the credits for that course
- b) Calculation of cumulative grade points [total of all subjects]
- c) Calculation of Cumulative Grade Point Average by dividing the cumulative grade points by total number of credits.

Illustration 1

Student A's CGPA in a course with 5 subjects would be calculated as follows:

Subject	Credits	Grade	Grade Value	Grade Points
Legal Methods	4	E	7	4*7 = 28
Law of Torts	4	A+	6	4*6 = 24
Law of Contracts	4	A+	6	4*6 = 24
Sociology	3	A	5	3*5 = 15
Political Science	3	A+	6	3*6 = 18
Total	18			109
CGPA				109/18 = 6.05

Illustration 2

If all the subjects had the same credits, student A's CGPA in a course with 5 subjects would be calculated as follows:

Subject	Credits	Grade	Grade Value	Grade Points
Legal Methods	3	E	7	$3 \times 7 = 21$
Law of Torts	3	A+	6	$3 \times 6 = 18$
Law of Contracts	3	A+	6	$3 \times 6 = 18$
Sociology	3	A	5	$3 \times 5 = 15$
Political Science	3	A+	6	$3 \times 6 = 18$
Total	15			90
CGPA				$90/15 = 6$

15. Institute of Deshapran Smriti Raksha Medal/Cash prizes for LL.B/LL.M students

The award of following Medal/Cash prizes to the LL.B students according to their merit in the final examinations have been instituted by the Deshapran Smriti Raksha Committee.

- a) A cash prize of Rs. 50,000 to the FIRST RANK HOLDER of B.A/ B.Se LL.B who gets highest aggregate marks of all the ten semester without taking any repeat examination.
- b) A cash prize of Rs. 30,000 to the FIRST RANK HOLDER of LL.M who gets highest aggregate marks of all the papers of all the semesters of LL.M put together irrespective of branches without taking any repeat examination.
- c) One Gold Medal for topper in the subject of Legal Methods in B.A/ B.Sc LL.B (Hons) who passed all the papers of the course without repeat.
- d) One Gold Medal for topper in Political Science I and Political Sciences II of B.A LL.B (Hons) put together, provided that the candidate passes all the papers of B.A LL.B (Hons) without any repeat.
- e) One Gold Medal for topper in International Branch of LLM without any repeat.
- f) One Gold Medal for topper in Commercial Law Branch of LL.M without any repeat.

MOU and other conditions are attached for the kind perusal and approval of the honourable members.

(Annexure N)

Reg 3716
21/6/14



16AA 612310

पश्चिम बंगाल WEST BENGAL

Memorandum of Understanding

between

Deshapran Smriti Raksha Samity

And

The West Bengal National University of Juridical Sciences, Kolkata

For constituting Deshapran Birendranath Sasmal Endowment Fund in the WBNUJS for award of cash prizes and gold medals.

The MoU made at Kolkata on 30-05-2014 between Deshapran Smriti Raksha Samity, Kolkata through its President / FIRST PARTY and the WBNUJS, Kolkata, established under the WBNUJS Act, 1999 (the WB Act IX of 1999) through its Vice Chancellor (hereafter WBNUJS) **SECOND PARTY**

Whereas

Deshapran Birendranath Sasmal was a renowned freedom fighter and advocate (Bar – at – law) who dedicated his time and energy for the cause of national freedom and whereas the Samity above named, a registered society as first party consisting of its members intended to commemorate Deshapran Birendranath Sasmal by donating a corpus amount of Rs. 12 lakhs to

Handwritten notes:
H. Subash Chandra
पि. दो वी. म. म.
As discussed.
21/6


the WBNUJS (the second party) constituting an endowment so that from the interest earned out of the fund cash prizes and gold medals may be awarded to eligible candidates as detailed below annually in the name of Deshapran Birendranath Sasmal in order that his name will be commemorated as freedom fighter and supporter of knowledge systems of law,

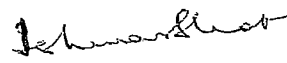
And whereas the WBNUJS being premier National Law University is willing to receive the donation and undertake the responsibility,

NOW THEREFORE, THIS MEMORANDUM WITNESS as follows:

1. The Deshapran Smriti Raksha Samity has donated to WBNUJS Rs. 12.00 (Rupees Twelve lakhs) for establishing a Deshapran Birendranath Sasmal Endowment Fund, *vide cheque no. 001002 dt. 30.05.2016*
2. The WBNUJS shall invest the Funds in the Government Bonds or other appropriate securities in perpetuity and shall incur expenditures out of the interest money earned annually from the Funds for awarding cash prizes and gold medals as described hereunder.
3. The WBNUJS shall award cash prizes and gold medals to the eligible meritorious candidates of BA/B.Sc LL.B (Hons) and LL.M in its Annual Convocation in conformity with following terms and conditions.
 - a) A cash prize of Rs. 50,000 shall be given to the FIRST RANK HOLDER of B.A/ B.Sc LL.B who gets highest aggregate marks of all the ten semester without taking any repeat examination.
 - b) A cash prize of Rs. 30,000 shall be given to the FIRST RANK HOLDER of LL.M who gets highest aggregate marks of all the papers of all the semesters of LL.M put together irrespective of branches without taking any repeat examination.
 - c) One Gold Medal for topper in the subject of Legal Methods in B.A/ B.Sc LL.B (Hons) who passed all the papers of the course without repeat.
 - d) One Gold Medal for topper in Political Science I and Political Sciences II of B.A LL.B (Hons) put together, provided that the candidate passes all the papers of B.A LL.B (Hons) without any repeat.
 - e) One Gold Medal for topper in International Branch of LL.M without any repeat.
 - f) One Gold Medal for topper in Commercial Law Branch of LL.M without any repeat.
 - g) All the Certificates for Cash prizes and Gold Medals shall bear inscription "Deshapran Birendranath Sasmal Cash Prize/ Gold Medal sponsored by Deshapran Smriti Raksha Samity."
4. The office bearers of the Deshapran Smriti Raksha Samity shall be invited to the Convocation. Wide publicity shall be given in the University website, prospectus and in press release about the cash prizes and gold medals.


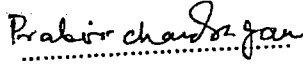
5. The interest and surplus fund shall be kept in separate bank account for transaction. Any unspent amount in a year shall be carried forward to the next year or re – invested. The WBNUJS shall render accounts of the Funds if sought for by the Samity, not more than once in a year.
6. The MoU shall be given immediate effect and the gold medals shall be distributed in the annual Convocation of 2015. Distribution of cash prize in 2015 Convocation shall be in proportion to the available income. The decision of the WBNUJS shall be final in this regard.
7. Any of the disputes shall be resolved amicably through arbitration in Kolkata.


 PRESIDENT
 DESHAPRAN SMRITI RAKSHA SAMITY
 42, POSTAL PARK, P.O. BANSDRONI
 KOLKATA-700 070
SIGNED & DELIVERED ON BEHALF
OF THE ABOVE NAMED
DESHAPRAN SMRITI
RAKSHA SAMITY, KOLKATA.


SIGNED & DELIVERED ON BEHALF
OF THE ABOVE NAMED WBNUJS,
KOLKATA.

Professor Dr. P. Ishwara Bhat
 VICE CHANCELLOR
 WBNUJS

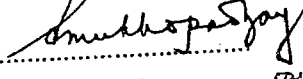

PRESIDENT
 DESHAPRAN SMRITI RAKSHA SAMITY
 42, POSTAL PARK, P.O. BANSDRONI
 KOLKATA-700 070
IN THE PRESENCE OF:

1. 
2. 

VICE PRESIDENT
 DESHAPRAN SMRITI RAKSHA SAMITY
 42, POSTAL PARK, P.O. BANSDRONI
 KOLKATA-700 070

SECRETARY
 DESHAPRAN SMRITI RAKSHA SAMITY
 42, POSTAL PARK, P.O. BANSDRONI
 KOLKATA-700 070

IN THE PRESENCE OF:

1. 
2.  27/5/14

Dr. S. G. MUKHOPADHYAY
 REGISTRAR, WBNUJS

15a. Instituting of EBC Gold Medal in Law of Torts and Alternative Dispute Resolution for LL.B/ LL.M students

The award of following Medals to the LL.B students according to their merit in the final examinations have been instituted by Eastern Book Company.

- a) Eastern Book Company Gold Medal for topper in the subject of Law of Torts in B.A/ B.Sc LL.B (Hons)
- b) Eastern Book Company Gold Medal for topper in the subject of Law of Alternative Dispute Resolution (ADR) in B.A/ B.Sc LL.B (Hons)

(Annexure N1)

0016/13/09/12/13

1/12
11-12-13

A.O. 7/12/13
13/12/13

NOTE TO REGISTRAR

Please find enclosed two cheques for Rupees Fifty Thousand each as the endowment amount for the institution of two EBC Gold Medals at the West Bengal National University of Juridical Sciences.

Cheque details noted below:

1. HDFC Bank Cheque no. 489822 dtd. 28-11-2013 for Rs. 50,000/-
2. HDFC Bank Cheque No. 000142 dtd. 28-11-2013 for Rs. 50,000/-

A separate account may be opened in this regard.

Pz
9/12/13
Professor Dr. P. Ishwara Bhat
Vice Chancellor

A.O.
Pl. take
n.a. on
above.
13/12/13

A.R. (Acad)
Pl. note.

- ① Eastern Book Company Gold Medal in Law of Torts ✓
- ② Eastern Book Company Gold Medal in Law of Alternative Dispute Resolution ✓

AD Pt.
Discuss for subsequent
action. G
12/12/13
inclusion of the D. B. S.
for agenda Pt.
12/13

Exchange

16. Provision of transfer of students from National Law Schools to other Law Universities or vice versa only on medical grounds subject to availability of vacancy in the particular course/year

It has come to the notice that there is no provision of ^{*Exchange*} transfer of students from National Law Schools (Universities) to other Law Universities or vice versa on medical grounds. An application received is attached for perusal.

It is proposed that ^{*Exchange*} transfer of students only on medical grounds may be allowed for National Law Schools (Universities) or vice versa, subject to the vacancy in the particular course/year.

Submitted for the perusal and approval of the honourable members.

(Annexure O)

Reg 37/5
19/5/14

To

Date 16.05.2014

The Vice Chancellor

West Bengal University of Juridical Sciences

Kolkata

V.C. - A. S. S.
19/5/14

Sir,

Sub: Request for transfer of Ms Saachi Juneja, student of 2nd year of NUJS, Kolkata to NLU, Delhi on medical grounds on student exchange programme -reg.

My daughter Ms Saachi Juneja, 2nd year student of NUJS, Kolkata has been acutely ill for past one and half years, since few months of her admission in NUJS, Kolkata. She is suffering from continuous urinary infection which has now escalated to infection in the kidneys with microscopic hematuria/UTI/cystitis. She undergoing treatment under senior Nephrologist, Dr D.K.Agarwal in Apollo hospital and has also consulted Nephrologist in MAX hospital. Doctors suspect she is suffering from kidney disease called IgAN. This is serious ailment and requires regular treatment and care. Saachi has been coming regularly coming to Delhi for treatment and had also taken medical leave from 24th Jan to 30th January, with which she had submitted all her medical reports. The doctor has advised her urgent medical treatment which has to be sustained for at least 12 months for preventing terminal damage to her kidneys.

The problem faced by this child is causing considerable mental strain and she is facing loss of confidence which is day by day pushing her towards depression. This is affecting her studies and her performance in the college. A considerably bright student, Saachi is unable to cope with worry of progressing complications in her health. I am left with the alternative of either continuing with irreparable damage to her kidneys and health, if she continues her studies in Kolkata or making her drop from college, leading to a setback in her education and confidence.

The above request cannot be conceded at present because the Academic & Examinations Regulations of NUJS do not provide for the same. This may be injurious to the applicant

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To F.A.R (Ac)

Pl Move before AC

I have learnt that staff and student exchange programme has been implemented amongst few National Law Universities. With the intention of putting my case before the receiving University, I considered it necessary to meet the Vice Chancellor of National Law, Delhi, Dr Ranvir Singh with the medical problem of my daughter. He has conveyed his acceptance of the child on student exchange.

Under the circumstances I humbly request to consider this as a special case on humanitarian grounds and allow Saachi Juneja to go as an exchange student from NUJS, Kolkata to NLU, Delhi for two semesters of 3rd year. It is a critical exigency that I request to consider favourably the career of a deserving student of your university. This time in Delhi will help her get much needed treatment to be healthy to join back in NUJS thereafter. The copies of medical consultation are enclosed herewith.

Yours Sincerely


(Dr Shefali Juneja, IRS)

Director, Ministry of Civil Aviation

Rajiv Gandhi Bhawan,

New Delhi



Joint Commission
INTERNATIONAL



Indraprastha Apollo Hospitals
touching lives DELHI

Dr. (Prof.) D. K. Agarwal

MD, DM (NEPHRO), DNB (NEPHRO)
AMS (NEPHRO), FICP, FISI

Senior Consultant Nephrology

Formerly Senior Consultant at

Sanjay Gandhi Post Graduate Institute, Lucknow

Nizam's Institute of Medical Sciences Hyderabad.

Mobile : 09811201113

05/14

Sachi Juneja 20K

Microscopic Hematuria
Persistent

Ad

Sub Nephrotic Proteinuria

(1) Tab Taxim - 0
200 AD

Recurrent UTI
to evaluate for IgA

(2) norflex 400 AD

3/14/14

AK trace.

(3) Syst cktd Akte
250 AD

low M

AK (H)

12-15 M.C.

LEI

back (H)

x 2WK

some ct → Proteinuria Mitabiles

- Amikacin / Aminoglycoside
- Ciprofloxacin
- Ceftaxime
- Norflex

Ceftaxime

low M

some ds

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Fax : 0120-2320052

● Mobile : 09811200113 / + 91 9811201113
● Fax : 0120-2320052 / +91 120 2320052
● E-mail : dmas100@grnail.com
● Website : www.drkdagarwal.com, www.kidneyexpert.net, www.renaltransplantindia.com
● Kindly take prior appointment - Contact : 9811200113



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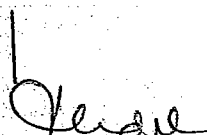
- Sanjay Gandhi Post Graduate Institute, Lucknow
- Nizam's Institute of Medical Sciences Hyderabad.


Mobile : 09811200113

Dated : 13-02-2014

TO WHOM IT MAY CONCERN

This is to certify that Ms. Saachi Juneja aged 19 years/female is a case of microscopic hematuria and urinary tract infection, under care of Dr. DK Agarwal Sr. Consultant Nephrology at Indraprastha Apollo Hospital New Delhi. She came for medical treatment from 24-01-2014 to 30-01-2014 in OPD basis. She was advised rest during this period.


Dr. DK Agarwal
Sr. Consultant
Nephrology


DR. D.K. AGARWAL
MD, DM (Nephro), DNB (Nephro)
MAMS, FICP, FISN
Senior Consultant (Dept. of Nephrology)
Reg. No. 14387 DMC
Gate No. 10, Ground Floor
Mobile : 09811200113
INDRAPRASTHA APOLLO HOSPITALS, NEW DELHI-76

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- E-mail : dmas100@gmail.com
- Website : www.drkagarwal.com, www.kidneyexpert.net, www.renaltransplantindia.com
- Kindly take prior appointment - Contact : 9811200113

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Dr. (Prof.) D. K. Agarwal

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DELHI

24/01/14

Saachi 19/11/14

Dec 13

4b 11.6

TC 700.

FBS 92.

Schol = 16/1.

90

Dec-13

Urine R

Rt (+)

8-10 RBC.

6-9 Pus cells

HTN Dec 2012

HTN (-)

Microscopic Hematuria
to urinali.

D. UTI

D. cystitis

Urine C/S - Negative

19/1/14

Recurrent UTI

Urine Rt (+)

Urine Rt (+)

15-20 RBC.

Uroflow - (N) flow

MCCT - no eps calcium

RBC 10-15

8-10 Pus cells

Urine C/S - sterile

MCU - Pending

21/1/14

Urine Rt (+)

10-12 RBC.

Sept 13 UTI E. coli

ofloxacin - one course

2012

Urine Rt (+)

10-12 RBC

3/1/13

Serum IgA 1.6

(0.7 - 4.0)

C3 126.

Cu 36.

ANA neg.

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ASO neg.

Uree/Ser = 250.8.



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MS. Saachi Juneja (9811)

30/07/14

• Microscopic Haematuria
(persistent)

• Hepatic Encephalopathy
Subneph. Proteinuria

• Recurrent UTI

• To evaluate for
IgAN.

Labs

Urine - Contrast Phase

RBC 40-45 → < 20% Dysmorphic

Urine AFB - Not seen.

24 hr Urinary Cr = 693 mg.

Urine B Rt trace
25-30 RBC.

MCV - No r/o vuv.

MX = Negative.

Ufe → NFD

PUR 17 cc (Preval 730me)

Plenty of oral fluid.

* ① Tab Tarim - 0
200 BD

* ② Cap Nifedipine 100mg
HS
(12hr)

* ③ Syb Citalopram
20mg BD

Plan
Kidney Bx (LM, RF) Ude

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NCEFT KUB
= No r/o calculus

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• Kindly take prior appointment - Contact : 9811200113

Income cfs Monthly

Income $\frac{B}{m}$ every 15 days

Income Pattern / Credit Ratio Monthly

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DELHI

24/1/14

No whitish vaginal discharge in Oct 2012
found to have microscopic haematuria along CPUS cells in urine
Burning sensation / irritation

no fever
urine US - E. coli
USG abd. - cystitis
HTM (+) (BP - 140/90)

re-evaluation, she was found to have UTI (E. coli / Pseudomonas / Klebsiella)
microscopic haematuria

urine pr. / cr. = 0.65
- IGA - 1.60 (N) MCCT KUB - (N)
- ANA / C3 / C4 / ASO / renal doppler - (N)
2D Echo - (N)

- USG abd - internal Echo + in UB
- S. Cr - 0.8, B. urea - 25, urettaw - (N)
- Hb - 10.6, Tlc - 6000, ESR - 45

urine US - ~~not done~~ 2012

ms. Saavi (19y1F)

- Again in July 2013, had UTI (E. coli) & plenty of RBC's in urine Rm.

- T/G & NFT both 2x intus.
- HTM mid December
- Evaluated again this January found to have

- RBC 15-20/hpf
- PC 8-12/hpf
- Protein ++
- Urine US - stable.

imp.

- HTM - (Not on Anti HTM)
- Recurrent UTI
2 USG
2 IGA.

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Mobile : 09811200113

0010179142

Sachhi 184/F

Relapsing UTI
E. coli

9-13

Hypertension
Microscopic hematuria
UTI / cystitis

Ad

Kids: 7/13

Urine culture - E. coli - 10^5 CFU/ml] upto
Took Tarivid 200 BD - 2 wks] 15/13.

①. Tab Tarivid
200 BD x 2 wks

② Tarivid 200 HS
x 8 wks

2.9.13

Urine R/E - Alb (+)
Pus - 3-4/hpf
RBC - plenty
micro - (+)

③ C. CRANEX 1BD
CRANPAL

Urine cfs - E. coli - 1,30,000/ml

(sens - ceftriaxime, oflox
cephalexin ; sparflox
Tazobactam Amikacin
Moxiflox NF
Cefoperazone)

Vedix
Urine cfs
Urine sm.

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Joint Commission
INTERNATIONAL

APD1.0010179142

MISS SAACHI JUNEJA

Age: 18 Year(s)/Female

31 Dec, 2012 5:36:19 PM



Saachi . 18 ym F

22/12/12

2/10/12

29/12/12

3/12/12

Hb = 9.5 ↓

Tc = 5600

Platelet = 3.02

low of RBC
10-12 WBC
2-4 WBC

low of RBC
Rh (+) Rh (+)
8-10 WBC 6-7 WBC
2-4 RBC 2-4 RBC

NO H/O calculus
Hematuria

19/11/12

VSE

low of E. coli

At Kid = 10.9 X 4.2
Ur Kid = 12.5 X 5.3

- Levoflox
- NAT
- Aminoglycosides
- Imipenem

Cystitis (+)

FBS = 86
PP 107

29/10/12

3/10/12

low of RBC
Rh (+)
2-4 WBC
6-10 RBC } E. coli

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- Kindly take prior appointment - Contact : 9811200113

O/E

RHUL 144/90

UL 140/90

CVS S, S₂ no murmur Ad

longs blue ✓ ①

WT = 86 kg

✓ Doppler Jarnal
✓ ANA (IF) vessels

✓ ASD, serum IgA level

✓ E3/Cy

✓ smears

✓ EBC, KAT

* NECT KVB

✓ some Ab / creat Ratio

• Isoflurane

• Plan
[mcu]

✓ 2D echo

Issues

- HFN
- Microscopic Hematuria
- UTI / cystitis

Salt Restrict
↓ weight

Tab Amlo 2.5mg AD

✓ ② Tab Furo 0.200 AD

✓ ③ Tab Losof 500 MS AD

✓ ④ Syd Citra Alka
2TSP MS
✓ ✓ ✓ ✓
✓ half cup of water

✓ ⑤ Tab Nitro 100

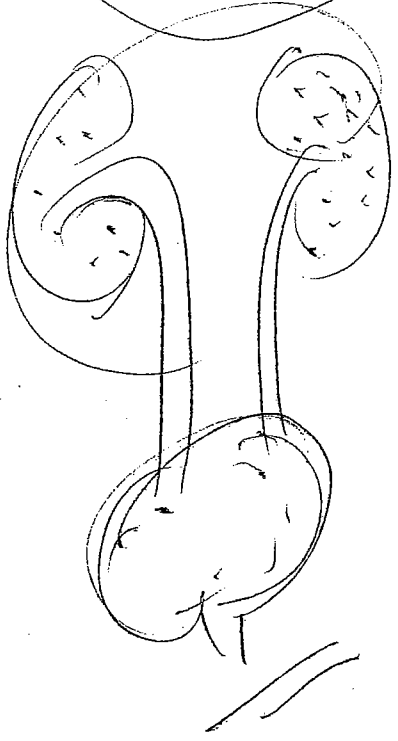
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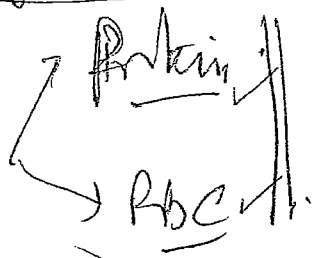
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Koch 15

17. Incorporation of subject-wise marks and overall percentage of marks in the transcript

Numerous requests have been received from the students to include subject-wise marks and overall percentage of marks in the transcripts for their admission to higher courses/jobs/scholarships. Their requests seem to be genuine.

It is proposed that subject-wise marks and overall percentage of marks may be incorporated in the existing proforma of transcripts in addition to the grades.

Submitted for the approval of the honourable members.

(Annexure P)



THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA
TRANSCRIPT

Degree : B.A. LL.B. (Hons.)

Name: MR. SHAMBO NANDY

Batch - 2008-2013

I.D. No. : 208006

Course No.	Courses	Grade Obtained	Grade Value	Course No.	Courses	Grade Obtained	Grade Value
FIRST YEAR				FOURTH YEAR			
1.1	Legal Method and Introduction to Indian Legal System	B	3	7.1	Interpretation of Statutes	C	1
1.2	Contract - I	A	5	7.2	Agricultural and Local Self Government Law	C	1
1.3	History (Legal and Constitutional)	A	5	7.3	Intellectual Property Law - I	C	1
1.4	Principles of Economics	B+	4	7.4	Corporate Law - II	B	3
1.5	Tort I	B+	4	7.5	Entertainment and Media Law	C+	2
1.6	English	Satisfactorily Completed		8.1	Alternative Dispute Resolution	B	3
2.1	Sociology - I	C	1	8.2	Banking Law and Negotiable Instrument Act	C	1
2.2	Tort II	B+	4	8.3	Intellectual Property Law - II	C	1
2.3	Political Science	A	5	8.4	World Trade Law	C	1
2.4	Contract - II	C+	2	8.5	Competition Law	C	1
2.5	Economic Analysis of Law	C	1	FIFTH YEAR			
SECOND YEAR				9.1	Clinic (1)	A	5
3.1	Sociology - II	C	1	9.2	Law of Taxation (Direct) - I	C	1
3.2	Family Law - I	C	1	9.3	Advanced Constitutional History of India	B	3
3.3	Criminal Law - I (Indian Penal Code)	C+	2	9.4	Human Rights & Development	C+	2
3.4	Constitutional Law - I (Fundamental Rights)	C	1	9.5	Corporate Criminal Liability	B+	4
3.5	Jurisprudence	C	1	10.1	Law of Taxation (Indirect) - II	C	1
4.1	Family Law II	C	1	10.2	Criminology	A+	6
4.2	Public International Law	C	1	10.3	Advanced I.P. Law	C+	2
4.3	Constitutional Law - II	C	1	10.4	Consumer Protection Law	B+	4
4.4	Criminal Law - II (Criminal Procedure Code)	C+	2	10.5	Clinic (2)	A	5
4.5	Civil Procedure Code	B	3	<p>Percentage of Marks = CUMULATIVE GRADE POINT AVERAGE (CGPA) = 2.34</p>			
THIRD YEAR				SL/NO	PERCENTAGE OF MARKS	GRADE	GRADE VALUE
5.1	Advanced Constitutional History - II	C+	2	1	75% and above	E (EXCELLENT)	7
5.2	Evidence	C	1	2	70% and above but below 75%	A+(DISTINCTION)	6
5.3	Property Law	C	1	3	65% and above but below 70%	A (VERY GOOD)	5
5.4	Securities Law	B+	4	4	60% and above but below 65%	B+ (GOOD)	4
5.5	Administrative Law	C	1	5	55% and above but below 60%	B (FAIR)	3
6.1	Corporate Law - I (Company Law)	B	3	6	50% and above but below 55%	C+(AVERAGE)	2
6.2	Labour Law	C	1	7	40% and above but below 50%	C (PASS)	1
6.3	Environmental Law	B	3	8	Below 40%	F (FAIL)	0
6.4	Human Rights Law	C+	2	<p>Medium of Instruction and Examination is ENGLISH</p> <p>(O.S.C) - Optional Seminar Course, (S.R) - Science Related (CC) - Credit Course</p> <p>Dr. Surajit C. Mukhopadhyay REGISTRAR</p>			
6.5	Law and International Diplomacy	B	3	<p>Date: 22.10.13</p>			

170 Election Officer

18. Recruitment of new members of faculty

The following members of faculty have joined the University in the academic year 2013-14 in the following designations.

<u>Sl. No.</u>	<u>Name</u>	<u>Designation</u>	<u>Date of Joining</u>
1.	Mr. Faisal Fasih	Assistant Professor	10.04.2014 forenoon
2.	Mr. Shouvik Kumar Guha	Assistant Professor	10.04.2014 forenoon
3.	Ms. Sampa Singh Karmakar	Assistant Professor	10.04.2014 forenoon
4.	Ms. Mercy K. Khaute	Assistant Professor	13.05.2014 forenoon
5.	Mr. Nizamuddin Ahmad Siddiqui	Assistant Professor	26.05.2014 forenoon
6.	Mr. Arun Krishnan	Assistant Professor	27.05.2014 forenoon
7.	Mr. Mahesh Menon	Assistant Professor	06.06.2014 forenoon

(Annexure Q)

Regd 74/4
16.4.14

To
The Registrar
NUJS

Date: 09.04.14

Sub: Acceptance of Appointment as
Assistant Professor (Law)

Dear Sir,
With reference to the letter dated 09.04.14
(NUJS/APPOINTMENTS/2014/2) issued by your office,
I (Faisal Fasih) am happy to accept the post of
Assistant Professor (Law) with effect from forenoon
of 10.04.14. This is for your record.

Thanking you,

A.O. for
AR. (Acad) for

DEO (P. Sch) for
k.n.a. as
above.


10/4/14

Yours Sincerely
Faisal Fasih

{ Faisal Fasih
71, A.P.C. Road
Kolkata - 700009 }

Reg 375/4
16.4.14

To,
The Registrar,
The W.B. National University of Juridical Sciences.

Respected Sir,

In relation to your offer vide letter dated April 9, 2014 (NUJS/APPOINTMENTS/2014/1), I hereby accept the position of Assistant Professor (Law) in your respected university in accordance with the terms and conditions stated in said letter and would like to join my position from the forenoon of April 10, 2014. I would therefore request you to kindly accept this letter as the official intimation of my acceptance of your offer and my joining.

Thank you.

Yours sincerely,

Shouvik Kr. Guha
Shouvik Kr. Guha. 10/4/14

A.O. p.

A.R. (Head) p.

[Signature]
10/4/14

[Signature]
R n a . p .

Reg 173/4
16.4.14

Date:- 09/04/14

To,
The Registrar,
WBNUJS,
Kolkata.

Subject:- Regarding acceptance of appointment
as Assistant Professor (Law).

Sir,
with reference to letter dated 09/04/14
(WBNUJS/APPOINTMENTS/2014/3) issued
by your office, I (Sampa Karmakar Singh)
am happy to accept the post of
Asst. Prof. (Law) with effect from
10/04/14 (forenoon).

Therefore, I request you to
kindly accept my joining letter.
Thanking you.

A.O. ph.
A.R. (Acad) A.

10/4/14

XEO (P.Law)
K. n. a. p.

Yours Sincerely,
Sampa Karmakar
Singh,
Asst. Prof. (Law)
WBNUJS.

To,
The Registrar,

WBNUS,
Sector - III, Salt Lake
Kolkata.

Sub: Joining Report / Letter as Assistant Professor (Law).

Respected Sir,

With much regard, I, Mercy K. Khante would like to state that in acceptance of the letter dated April 9th, 2014 I hereby submit that I am joining the University from today i.e. 13th May 2014 (forenoon).

Thanking you for your kind consideration.

Yours sincerely,

Mercy K. Khante

MERCY K. KHANTE
971106475
mercy_sun@yahoo.com

A.O.
R. n. a. p.
A.R. (Acad)
R. n. a. p.
13/5/14

The Registrar

Date: 26/05/2014

WBNUJS

Section 3, Salt Lake

Kolkata

Subject: Letter of Joining as Assistant Professor, WBNUJS,
Kolkata

Sir,

With reference to the appointment letter issued by WBNUJS in my name (NUJS/APPOINTMENTS/2014/CONT/02), I would like to join as Assistant Professor on 26th May 2014 forenoon. Kindly allow me to do the same and oblige.

Thanking You

With regards,

Yours sincerely

Muzammud Din
26/05/2014
(Muzammud Din Ahmad Siddiqui)

A-14 BDA Colony

Koh E Fiza, Bhopal - 462001 (MP)

Contact: 09734013366

Email: ahmad.siddiqui88@gmail.com

Prof. P. Saha
To file record

26/5/14

From

ARUN KRISHNAN
'KRISHNAN', THOOTHAN,
MALAPPURAM, KERALA - 679357

May 27, 2014

To

THE REGISTRAR
WBNUS, KOLKATA

Sub: JOINING REPORT

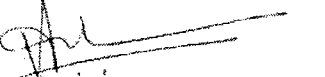
Sir,

Greetings!

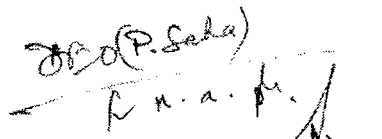
This is to inform you that as per the appointment letter given to me by WBNUS for the post of Assistant Professor of Law, I am joining office on the forenoon of 27th May 2014.

I thank you for giving me this opportunity.

Sincerely


ARUN KRISHNAN

P.S. Attached reliving letter from previous employer.


P. Sekha
27/5/14

Raj J 23/6
6/6/14

To,
The Registrar,
NUS, Kolkata

Sub: Joining Report

Respected Sir,

This is to inform you that I, Mahesh Menon,
herby report for duty as Asst. Prof. (Ad-Hoc), from this day,
the 6th of June, 2014, ^(for name) It is requested that appropriate
orders may be issued with respect to this.

DEO (R. Saha)
Asst. Prof. N. A.
6/6/14

Thanking You;

Yours Faithfully

Mahesh Menon

Mahesh Menon.
6th June 2014.

19. Proposed correction of the method of calculating Cumulative Grade Point Average (CGPA)

The current system of calculating CGPA which is in practice at WBNUJS was initiated from the first batch (Batch of 1999) onwards. It has been found that the globally and nationally accepted norm for calculating the same is different from the one that is in practice at WBNUJS.

The same is attached with the agenda as annexure.

Submitted for the perusal of the honourable members.

(Annexure R)

NOTE ON CORRECTION OF THE METHOD OF CALCULATING CGPA

The globally and the nationally accepted norm for calculation is the following formula:

$$\text{CGPA} = \frac{\text{Cumulative Grade Points [Grade Value *Credits] for all Courses}}{\text{Total Credits earned through all the courses.}}$$

This involves the following steps:

- a) Calculation of grade Point for Each Course by Multiplying Grade Value obtained with the credits for that course
- b) Calculation of cumulative grade points [total of all subjects]
- c) Calculation of Cumulative Grade Point Average by dividing the cumulative grade points by total number of credits.

Illustration 1

Student A's CGPA in a course with 5 subjects would be calculated as follows:

Subject	Credits	Grade	Grade Value	Grade Points
Legal Methods	4	E	7	4*7 = 28
Law of Torts	4	A+	6	4*6 = 24
Law of Contracts	4	A+	6	4*6 = 24
Sociology	3	A	5	3*5 = 15
Political Science	3	A+	6	3*6 = 18
Total	18			109
CGPA				109/18 = 6.05

Illustration 2

If all the subjects had the same credits, student A's CGPA in a course with 5 subjects would be calculated as follows:

Subject	Credits	Grade	Grade Value	Grade Points
Legal Methods	3	E	7	3*7 = 21
Law of Torts	3	A+	6	3*6 = 18
Law of Contracts	3	A+	6	3*6 = 18
Sociology	3	A	5	3*5 = 15
Political Science	3	A+	6	3*6 = 18
Total	15			90
CGPA				90/15 = 6

REPORTING

1. Composition of Under Graduate Council – 2014

The Under Graduate Council (U. G. Council) of the University has been reconstituted for the academic year 2014-2015 and the members are as follows:

Put up for reporting to the honourable members.

(Annexure S)



The West Bengal National University of Juridical Sciences

Office Order No. :477/Reg/14

20.6.2014

OFFICE ORDER

The Under- Graduate Council has been reconstituted for the academic year 2014-15 as per the Academic and Examination Regulations 2012. The members of the UG Council are as follows:

- | | | |
|-------------------------------|---|-------------|
| 1. Ms. Ruchira Goswamy | - | Chairperson |
| 2. Dr. Arup Poddar | - | Member |
| 3. Dr. N.S. Sreenivasulu | - | Member |
| 4. Mr. Shameek Sen | - | Member |
| 5. Ms. Tilottama Roychaudhuri | - | Member |
| 6. Mr. Sanjit Chakraborty | - | Member |

The Chairperson of the Council is at liberty to co opt one of the outgoing members as member for a semester.

This has the approval of the Vice Chancellor.

Sd/-

Dr. Surajit C Mukhopadhyay

Registrar

Copy to :

1. All Faculty Members
2. Librarian
3. Accounts Officer
4. Assistant Registrar (Academic)
5. All concerned members
6. PA to Vice Chancellor

Dr. Surajit C Mukhopadhyay

Registrar

2. Application of Academic and Examination Regulations 2012 to pre 2012 batches

This is for reporting to the honourable members that the Academic and Examination Regulations 2012 have been applied to students of pre 2012 batches of the University.

This is for information of the honourable members.

INDIAN OVERSEAS BANK

Chennai, the 18th July 2013

No. PAD/PEN/001/2013—In exercise of the powers conferred by Section 19 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and Section 19 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, the Board of Directors of Indian Overseas Bank after consultation with the Reserve Bank of India and with the previous sanction of the Central Government, hereby makes the following Regulations further to amend the Indian Overseas Bank (Employees') Pension Regulations, 1995, namely:—

- (1) (1) These Regulations may be called the Indian Overseas Bank (Employees') Pension (Amendment) Regulations, 2013.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- (2) In sub-regulation (1) of Regulation 50 of the Indian Overseas Bank (Employees') Pension Regulations 1995, for the words "two years", the words "one year" shall be substituted.
- (3) In Regulation 50 of the Indian Overseas Bank (Employees') Pension Regulations 1995, in sub-regulation (6), for the words "two years", the words "one year" shall be substituted.

INDIRA PADMINI
General Manager
Personnel Administration Department

Footnote:—The Principal Regulations were published in the Gazette of India vide notification number PAD/179/2097 published in the Gazette of India, Part III Section 4 dated 29.09.1995 and subsequently amended as under.

Notification No.	Date
29[PART III-SECTION 4]	15.07.2000
16[PART III-SECTION 4]	20.04.2002
09[PART III-SECTION 4]	01.03.2003
96[PART III-SECTION 4]	24.05.2004
09[PART III-SECTION 4]	05.03.2010

The 6th August 2013

No. IRD/184/2013-14—In exercise of the powers conferred by Section 19 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and Section 19 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, the Board of Directors of Indian Overseas Bank after consultation with Reserve Bank of India and with the previous sanction of the Central Government, hereby makes the following regulations further to amend the Indian Overseas Bank Officer Employees'

(Acceptance of Jobs in Private Sector Concerns after Retirement) Regulations, 2000, namely:—

1. (1) These Regulations may be called Indian Overseas Bank Officer Employees' (Acceptance of Jobs in Private Sector Concerns after Retirement) Amendment Regulations, 2013.
- (2) These Regulations shall come into force on the date of their publication in the Official Gazette.
2. In Regulation 4 of the Indian Overseas Bank Officer Employees' (Acceptance of Jobs in Private Sector Concerns after Retirement) Regulations, 2000, in Sub-regulation (1), for the words "two years", the words "one year" shall be substituted.

INDIRA PADMINI
General Manager
Personnel Administration Department

Footnote: The Principal Regulations were published in the Gazette of India vide notification number IRD/184/232 published in the Gazette of India, Part III Section 4 dated 24.02.2001.

UNIVERSITY GRANTS COMMISSION

New Delhi, the 27th May 2013

No. 1-1/2011 (CPP-II)—In exercise of the powers conferred by clauses (f) and (g) of sub-section (1) of Section 26 of the University Grants Commission Act, 1956 the University Grants Commission hereby makes the following regulations, namely:—

1. Short title, application and commencement:—

- (1) These regulations may be called the University Grants Commission (Promotion and Maintenance of Standards of Academic Collaboration between Indian and Foreign Educational Institutions) Regulations, 2012.
- (2) These regulations shall apply to—
 - (a) All Foreign Educational Institutions operating in India through collaboration with Indian Educational Institutions, other than Technical Institutions, prior to the coming into force of these regulations, or intending to operate through collaboration, for offering their programmes leading to award of degrees and postgraduate diplomas; and
 - (b) Indian Educational Institutions, other than Technical Institutions, already collaborating prior to the coming into force of these regulations, or intending to collaborate with Foreign Educational Institutions for offering programme(s) of study leading to award of degrees and postgraduate diplomas.
- (3) Any Indian Educational Institution or Foreign Educational Institution already having a

collaborative arrangement shall comply with these regulations within a period of six months from the date of their coming into force.

- (4) These regulations shall come into force on the date of their publication in the Official Gazette.

2. Definitions:—

- (a) "Accrediting Agency", in respect of a Foreign Educational Institution, means an agency or body approved, recognized or authorized by an authority, established or incorporated under a law in its home country or any other statutory authority in that country for the purpose of assessing, accrediting or assuring quality and standards of educational institutions;
- (b) "Act" means the University Grants Commission Act, 1956;
- (c) "Appropriate authority" means an authority of the Indian University, created under relevant provision of its Act and having the powers to take decision(s) with regard to such collaboration with Foreign Educational Institutions;
- (d) "Collaboration" means an arrangement between an Indian Educational Institution and a Foreign Educational Institution, put into place through an instrument of written Agreement for the purposes of collaborative or partnership/twinning arrangements with the purpose of offering degree(s) and postgraduate diploma programme(s);
- (e) "Commission" means the University Grants Commission established under section 4 of the Act;
- (f) "Degree" means a degree awarded by an Indian Educational Institution in accordance with the provisions of the Section 22 of the Act or a degree awarded by a Foreign Educational Institution in its home country;
- (g) "Foreign Educational Institution" means—
- (i) an institution duly established or incorporated in its home country and has been offering educational programmes at the graduate and higher levels in its home country in the areas or disciplines concerned and
 - (ii) which offers or proposes to offer programme(s) of study leading to the award of degree(s) or postgraduate diploma(s) through conventional mode, but excluding distance mode, in collaboration, partnership or in a twinning arrangement with any Indian Educational Institution;
- (h) "Indian Educational Institution" means a university or college or institution, whether known as such or by any other name, (public and private), other than Technical Institution, recognized as such by the relevant Statutory Body for imparting education at the undergraduate, postgraduate and higher levels;

- (i) "NAAC" means the National Assessment and Accreditation Council established under clause (ccc) of Section 12 of the Act;
- (j) "Section" means a section of the Act;
- (k) "Statutory Body" means a body established or incorporated by or under a Central Act to regulate, co-ordinate, determine and maintain standards of teaching, examination and research in universities or programme(s) of study, including professional programme(s) leading to the award of degree(s) or postgraduate diploma(s);
- (l) "Postgraduate Diploma" means a diploma awarded on satisfactory completion of a programme of study of a duration of not less than one academic year and for which the minimum qualification for admission is a Bachelor degree from a recognized university or institution;
- (m) "Technical Institution" means an institution as defined under clause (h) of section 2 of the All India Council for Technical Education Act, 1987 but excluding Technical Universities and Universities offering technical programmes;
- (n) "Twinning Programme" means a programme of study whereby students enrolled with an Indian Educational Institution may complete their programme of study partly in India and partly in the main campus of Foreign Educational Institutions in its home country in which it is primarily established or incorporated.

3. Eligibility criteria and conditions for collaborations :—

- (1) A Foreign Educational Institution collaborating with an Indian Educational Institution shall satisfy the following criteria or conditions—
- (a) The Foreign Institutions which are accredited with the highest grade in their homeland should be allowed to have twinning arrangement with those Indian institutions which are accredited by the nationally recognized accrediting agencies with a grade not less than B or its equivalent in respect of institutional accreditation or a threshold level of accreditation in respect of program accreditation, as the case may be.
 - (b) It shall have operative arrangements in India through Indian Educational Institution(s) by way of collaboration.
 - (c) The Foreign Educational Institutions offering programme(s) of study through collaboration or partnership or twinning shall ensure that the programme(s) of study offered and imparted by them in India are in conformity with the standards laid down by the respective Statutory Regulatory Body concerned.
 - (d) The Foreign Educational Institutions shall also abide by any other condition(s) prescribed by the Government of India and Statutory Regulatory Body(ies) from time to time.

(2) An Indian Educational Institution collaborating with Foreign Educational Institution(s) shall satisfy the following criteria or conditions—

- (a) At the time of Agreement for collaboration, the Indian Educational Institution shall have accreditation by National Assessment and Accreditation Council with a grade not less than B or its equivalent grade;
Provided that the Indian Educational Institutions maintained by the Central Government or Commission and State Government(s) and Union territory Government(s) shall be exempt from the accreditation for the purposes of these regulations.
 - (b) It shall have experience of at least five years in offering educational programme(s) in India at the level of degree and postgraduate diploma;
Provided that the Indian Educational Institutions maintained by the Central Government or Commission and/or State Government(s) and/or Union territory Government(s) shall be exempt from the requirement of five years experience.
 - (c) Its academic infrastructure, including laboratory and workshop facilities and library shall meet the requirements of the relevant Statutory Body.
 - (d) The Indian Educational Institution, if it is an institution affiliated to a university, collaborating with Foreign Educational Institutions for conducting programme(s) of study leading to the degree(s) or postgraduate diploma(s) shall obtain prior approval from the affiliating university concerned.
 - (e) All matters relating to the grievances of students including legal matters relating to the collaboration shall be addressed by the Indian Educational Institutions entering into academic collaboration.
- (3) All institutions (Indian or Foreign) involved in collaborative, twinning or other forms of partnership arrangements shall satisfy the following criteria and conditions :—
- (a) The academic requirements and other details of the programme(s) of study shall be made public by displaying prominently in the respective websites before the commencement of the programme by the Indian Educational Institutions concerned.
 - (b) No programme of study and/or research shall be offered which is against national security and territorial integrity of India.
 - (c) The Educational Institution concerned shall also abide by any other condition(s) specified by the Government of India and Statutory Body(ies) from time to time.
 - (d) Wherever foreign exchange is involved, the educational institution (Indian and/or foreign) shall abide by and comply with the relevant Regulations, Norms, Notifications and Instructions issued by the Reserve Bank of India from time to time.

4. Procedure for collaboration :—

Any Foreign Educational Institution collaborating with Indian Educational Institution(s) shall have to enter into a written Memorandum of Understanding or Agreement with the Indian Educational Institution concerned:

Provided that no Memorandum of Understanding or Agreement shall be entered into by Foreign Educational Institutions collaborating with Indian Educational Institutions unless the Indian Educational Institution concerned has obtained prior approval of the Commission including the approval of the draft Memorandum of Understanding or Agreement;

Provided further, that after approval of the Memorandum of Understanding or Agreement, as the case may be, by the Commission, it shall be signed by both the partnering institutions and a copy of such Memorandum of Understanding or Agreement shall be forwarded to the Commission and shall also be uploaded on their websites.

5. Procedure for approval:—

For approval, the following procedure is required to be fulfilled; namely—

- (a) The Foreign Educational Institutions concerned shall submit a draft Memorandum of Understanding/ Agreement to the Commission along with an application in the specified format, giving details about the infrastructure facilities, facilities available for instruction, faculty, specified fee, courses, curricula, requisite funds for operations for a minimum period of three years and other terms and conditions of collaboration, if any.
- (b) The Commission, after receiving the application along with draft Memorandum of Understanding or Agreement, shall acknowledge the receipt of the application within a week. The proposal shall be then processed internally and deficiency, if any, shall be communicated and additional documents, if any required, shall be asked for within a period of one month.
- (c) Once the Commission is satisfied that the proposal is complete in all respects, the Commission shall take the decision to issue a letter of approval, after considering various factors including quality of education, overall merit of the proposal, fees to be charged, credibility of the Foreign Educational Institution as well as Indian Educational Institution within a period of six months. In case the Commission does not approve the proposal, a letter of rejection shall be issued by the Commission stipulating the reasons therefor.

- (d) The approval so granted shall be valid for a period of five years or as specified otherwise, during which, the Commission may review the progress made and periodically inform the agencies concerned about the results of such a review and the Commission may extend or withdraw the approval or impose such other conditions for extension, as it may deem fit and proper.
- (e) In the event of any malpractices, the approval granted may be revoked;
- Provided that before revocation, an opportunity to show cause shall be given to the Educational Institution concerned.

6. Miscellaneous conditions:—

The other conditions required to be fulfilled are—

- (a) A franchise arrangement, by whatever name, between a Foreign Educational Institution and an Indian Educational Institution shall not be allowed under these regulations.
- (b) No arrangement involving a Foreign Educational Institution granting, for a consideration, a license or permission to an Indian Educational Institution to carry out educational activity in the name of the Foreign Educational Institution shall be permitted under these regulations.
- (c) The University Grants Commission shall maintain an updated list of approved collaborating institutions on its website.
- (d) On commencement of these regulations, no Foreign Educational Institution or Indian Educational Institution shall establish or operate its educational activity in India through collaboration leading to award of degree(s) and postgraduate diploma(s) without the express permission or approval of the Commission.

7. Consequences of violation :—

- (a) The Commission either on its own or on the basis of any complaint from any quarter may cause an inquiry, including physical inspection, of the collaborative arrangements and after having satisfied itself that the collaborating institution(s) is/are not functioning in accordance with these regulations, may issue directions for termination of the Memorandum of Understanding or Agreement for collaboration and

while issuing such directions, the Commission shall ensure that the students, who have already enrolled for such course or programme are permitted to continue till they obtain requisite qualification;

Provided that an opportunity to explain its position shall be given to such an educational institution before coming to the conclusion that it is not functioning in accordance with these regulations and before issuing directions for termination of the Memorandum of Understanding or Agreement.

- (b) If the institution concerned is found to have violated these regulations, the Commission shall take action as provided under Section 14 of the Act and shall also notify on its website and also through media that the programme(s) offered or conducted through the said collaborative arrangements are not in conformity with these regulations.
- (c) In case the Commission finds any Deemed to be University violating any of the provisions of these regulations, in addition to provisions made under clauses (a) and (b) above, the Commission may also recommend to the Central Government for withdrawal of Deemed to be University status.
- (d) The Commission may also take such further action against Indian Educational Institution(s) as it may deem fit and proper.
- (e) The Commission may also declare the Foreign Educational Institution(s) as 'blacklisted' and prohibit such Foreign Educational Institution(s) from entering into any collaborative arrangement with any Indian Educational Institution in future.

8. Interpretation :—

- (a) Any question as to the interpretation of these regulations shall be decided by the Commission and its decision shall be final and binding in the matter.
- (b) The Commission shall have the power to issue clarifications to remove any doubt, difficulty or anomaly which may arise in regard to the implementation of these regulations.
- (c) Any dispute arising in relation to collaborative arrangement between Indian Educational Institution(s) and Foreign Educational Institution(s) shall be governed by the Indian law.

AKHILESH GUPTA
Secretary

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