



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

78AB 256901



### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AT KOLKATA ON THIS THE 13<sup>TH</sup> DAY OF JULY OF THE YEAR TWO THOUSAND TWENTY-ONE.

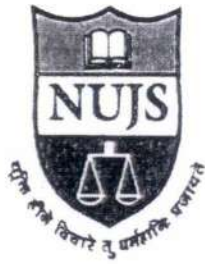
BETWEEN

**CENTRAL FORENSIC SCIENCE LABORATORY**, Ministry of Home Affairs, Government of India having its principal office at 30, Gora Chand Road, Park Circus, Kolkata – 700 014 represented by its Director, Mr. B. Badonia, (as Head of the Institution) hereinafter referred to as **CFSL** which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

AND

**THE WB NATIONAL UNIVERSITY OF JURIDICAL SCIENCES** referred to as **NUJS** located at 12, LB Block, Sector-III, Salt Lake, Kolkata – 700 106 represented by its Vice Chancellor, Professor Dr. Nirmal Kanti Chakrabarti hereinafter referred to as Vice Chancellor of NUJS (as Head of the Institution) which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

*Smt. Sikha Sen*  
17.04.23  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106



## MEMORANDUM OF UNDERSTANDING

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THE \_\_\_\_\_ DAY OF \_\_\_\_\_ OF THE YEAR \_\_\_\_\_.

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AND

**THE WB NATIONAL UNIVERSITY OF JURIDICAL SCIENCES** referred to as **NUJS** located at 12, LB Block, Sector-III, Salt Lake, Kolkata - 700 106 represented by its Vice Chancellor, Professor Dr. Nirmal Kanti Chakrabarti hereinafter referred to as Vice Chancellor of NUJS (as Head of the Institution) which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

**WHEREAS** the CFSL, is an apex body to conduct various Forensic Science based evidences relating to Criminal Justice Administration; and it also organizes and conducts in-service Training Programmes for the senior officers of the Government of India & State Government as well as other supervision services; and

**WHEREAS** the WBNUJS either on its own or through its various centers / is engaged in offering various courses and undertaking, conduction or supporting research, Development of reading materials and their publication, carrying out field studies, collecting data and compiling and preparing data-base for various sectors of governance, and to advise government or other agencies and / or to work as a think tank for the government or its agencies; and,

*N.K. Chakrabarti*

PROFESSOR DR. N. K. CHAKRABARTI  
VICE CHANCELLOR  
THE WEST BENGAL NATIONAL  
UNIVERSITY OF JURIDICAL SCIENCES  
KOLKATA

1 *Sen*  
*23*  
Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106

*B. Badonia*

DIRECTOR  
Central Forensic Science Laboratory  
D.F.S.S., M.H.A., Govt. of India  
30 Gorachand Road, Kolkata 700 014



**WHEREAS** the WBNUJS has its networking with other Central and State Universities and that it is desirous of enlarging its networking base; and

**WHEREAS WBNUJS** is a well known and premier Law University dedicated to advancement of legal learning and engaged in running BA / B. Sc LL.B (Hons), LL.M, M.Phil and Ph.D Programmes; and also in conducting researches in areas related to Law and Justice; and

**WHEREAS** the parties have discussed the matter and have decided to enter into an agreement by this Memorandum of Understanding to introduce M.Sc Course in Forensic Science.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. That both parties have identified certain areas of mutual interest and expertise, wherein both of them can work together. The areas that have been identified for joint working based on mutual discussions held between the two parties include the following: -

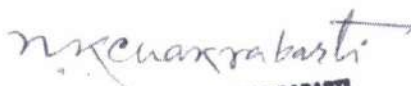
- ♦ Introduction of academic courses including M.Sc. Forensic Science
- ♦ Legal aspects of Social Sector Issues
- ♦ Criminal Law in operation
- ♦ Legal Issues in conducting research in (local, national & Internationally) associated projects;
- ♦ The institutional and legal context of policy making in India
- ♦ Human Rights Jurisprudence and Ethical Values
- ♦ Criminal Justice Administration
- ♦ Public Services under the Constitution of India
- ♦ Research in Forensic Science and Law

Provided that other areas may be identified from time to time by mutual consent.

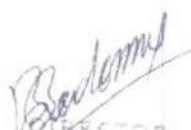
**2. Collaboration**

That the collaboration between the parties hereto may include the following: -

- ♦ Allowing Practical training in CFSL
- ♦ Exchange of faculty/Scientist
- ♦ Preparation of reading material
- ♦ Preparing, developing and imparting academic input
- ♦ Developing tools and techniques of training
- ♦ Developing professional skills
- ♦ Conducting of joint research or field studies and sharing of data
- ♦ Publication and circulation of academic material
- ♦ Sharing of library resources

  
PROFESSOR DR. N. K. CHAKRABARTI  
VICE CHANCELLOR  
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Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106

Central Forensic Science Laboratory  
D.F.S.S., M.H.A., Govt. of India  
30, Gorachand Road, Kolkata 700 014

Provided that other areas may be identified from time to time by mutual consent.

**3. Infrastructural Support:**

That any of the parties after due consultation and without adversely affecting the working of the other party, may decide to organize or conduct a particular training programme or short courses or a part thereof or a specific academic module or apart thereof or organize and conduct a seminar or a workshop in the campus of the other party and in case such programme or seminar or workshop is so held, the concerned party will render all possible its infrastructure facilities including Class-rooms, Lecture/ Seminar Halls, Hostels or Guest House accommodation, Mess facilities etc. , as if, such programmes, workshop or seminar etc. were conducted by the party for its own participants or target groups.

**4. Mutual Services:**

That for each assignment of work to be undertaken by the parties hereto under this MoU, the extent of services by each party and fee for services to be rendered, if any, and the terms of payment shall be negotiated and be agreed upon by mutual consent.

**5. Coordination**

5.1. That in order to have a smooth functioning of operations it is agreed to by both the parties that the Heads of both the parties (Director or Vice Chancellor) nominate any senior functionary to act as Coordinator of the respective Parties and shall oversee and supervise operation on their behalf as representative of the respective Heads.

5.2. The Coordinators of both the parties will be ex-officio Members of all the Committees to be constituted to regulate the course of M.Sc. in Forensic Science.

5.3. In the Examinations of the M.Sc. in Forensic Science the Experts of CFSL, Kolkata will act as External Examiners.

5.4. The CFSL Experts will be enlisted as Guide/ Co-guide in the research related work/Dissertation during the M.Sc. course.

5.5. The Experts/ eligible Faculties of CFSL will be recognized as Ph.D. Supervisors in respect of Scholars registered with NUJS to undertake Ph.D. program in the area of Forensic science.

**6. No Agency**

That neither party shall assign or transfer its rights and obligations herein to any other third party without prior written consent of other party.

7. That it is agreed by both the parties that none of them will withdraw from the MoU during the progress of the programmes/ projects on hand, without written consent of the other and Notice of minimum Six months without affecting the interests of the students.



PROFESSOR DR. N. K. CHAKRABARTI  
VICE CHANCELLOR  
THE WEST BENGAL NATIONAL  
UNIVERSITY OF JURIDICAL SCIENCES  
KOLKATA

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DIRECTOR  
Central Forensic Science Laboratory  
D.F.S.S., M.H.A., Govt. of India  
30, Gorachand Road, Kolkata 700 014

July 23  
Smt. Bikina Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700105



8. **Arbitration Clause**

That in the event of disputes between the parties, the same shall be resolved amicably. If the parties are unable to do so, the same shall be referred to an arbitrator, appointed by mutual consent. The arbitrator's award shall be final and binding on both the parties.

9. **Rights Cumulative:** The rights and remedies set forth in this MoU are cumulative and not mutually exclusive and are in addition to any other rights or remedies which may be granted by law or available in equity.

10. **Modifications:** This Memorandum of Understanding may only be modified or amended by a written document executed by a duly authorized persons on behalf of the party against whom any such amendment or modifications is sought to be enforced and agreed upon by the Heads of the Parties.

11. **Term:** It is agreed between the parties that the MoU will be in effect for a period of five years from the date of agreement, with a provision to review the contents of the MoU from time to time, if required, and make necessary modifications as deemed appropriate by both parties to this agreement.

That the parties hereto may further agree to extend the tenure of this MoU for such subsequent periods as deemed appropriate by both the parties.

12. **Confidentiality:** Both the parties will take reasonable measures to protect the secrecy of the information received or acquired during operation of the course ,practical training/internship etc.

13. **Reliance in the Proposal**

NUJS agrees and covenants to use reasonable endeavor, acting in good faith to ensure that the course on M. Sc in Forensic Science will be conducted according to the proposal approved between the parties.

14. **Notice**

All notices, instructions and other communications (collectively "Notice") for running the course shall be given in writing by sending the same by post, courier or electronic mail addressed to either Party.

15. **Interpretation**

The headings and sub-headings in this Memorandum of Understanding are included for convenience and identification only and not intended to describe, interpret, define or limit the scope, extent or intent of this Memorandum of Understanding. Any doubt in explaining the meaning of any term be removes by the Heads of the Parties by mutual agreement.

*N.K. Chakrabarti*

PROFESSOR DR. N. K. CHAKRABARTI  
VICE CHANCELLOR  
THE WEST BENGAL NATIONAL  
UNIVERSITY OF JURIDICAL SCIENCES  
KOLKATA

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02.01.22  
Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106

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DIRECTOR  
Central Forensic Science Laboratory  
D.F.S.S., M.H.A. Govt. of India  
30, Gorachand Road, Kolkata 700 014

16. **Publicity**

The promotion of the M. Sc in Forensic Science course be made through social networking websites, preparation of brochure that will give details about NUJS and CFSL and in the institutional websites.

17. That this Memorandum of Understanding is executed in duplicate and one copy will remain with each of the party.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS HEREUNTO AT THE PLACE AND ON THE DATE FIRST HEREINBEFORE MENTIONED.**

  
**(B. Badoniya)** 13/07/21

Director

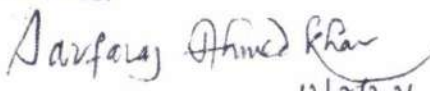
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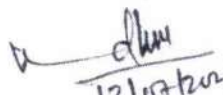
Central Forensic Science  
Laboratory, DFSS, Ministry of  
Home Affairs, Government of  
India


Kolkata

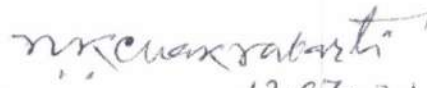
Signed and Delivered

In the presence of  
Witnesses:

1)   
13/7/21

2)   
13/07/2021

  
**Smt. Sikha Sen**  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106

  
13.07.21

**(Nirmal Kanti Chakrabarti)**

Vice- Chancellor


**PROFESSOR DR. N. K. CHAKRABARTI**  
**VICE CHANCELLOR**  
**THE WEST BENGAL NATIONAL**  
**UNIVERSITY OF JURIDICAL SCIENCES**  
**KOLKATA**

The WB National  
University of Juridical  
Sciences.

Kolkata

Signed and Delivered

In the presence of  
Witnesses:

1) 

2) 

