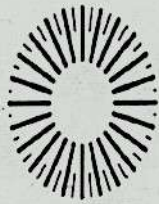




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HERBERT  
SMITH  
FREEHILLS



HERBERT SMITH FREEHILLS LLP

AND

THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL  
SCIENCES, KOLKATA

AMENDMENT AGREEMENT

amending a

Memorandum of Understanding  
dated 17 September 2013

*Sen*  
17.05.23  
Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106

Herbert Smith Freehills LLP

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



THIS AGREEMENT is dated 17 February 2021

**BETWEEN:**

- (1) **HERBERT SMITH FREEHILLS LLP**, a limited liability partnership registered in England and Wales with registered number OC310989 and having its registered office at Exchange House, Primrose Street, London EC2A 2EG, United Kingdom ("**HSF**"); and
- (2) **THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES**, a law university situated at Dr.AmbedkarBhavan, 12-LB Block, Sector III, Salt Lake City, Kolkata, 700098, India ("**NUJS**").

Each of HSF and NUJS is hereinafter referred to individually as a "**Party**" and collectively as "**Parties**".

**WHEREAS:**

- (A) The Parties have agreed to cooperate in sponsoring a national moot court competition to be hosted by NUJS on an annual basis.
- (B) The Parties have agreed to amend the Memorandum of Understanding as set out in this Agreement.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Terms defined in the Memorandum of Understanding shall, unless otherwise defined in this Agreement or a contrary intention appears, bear the same meaning when used in this Agreement and the following terms shall have the following meanings:

"**Agreement**" means this amendment agreement;

"**Amended Memorandum of Understanding**" means the Memorandum of Understanding as amended in accordance with this Agreement;

"**Amendment Date**" means the date of this Agreement; and

"**Memorandum of Understanding**" or "**MoU**" means the Memorandum of Understanding made between HSF and NUJS dated 17 September 2013 as amended by the amendment agreement dated 11 April 2016 and 18 December 2017.

2. **AMENDMENT**

2.1 The Memorandum of Understanding shall be amended with effect from (and including) the Amendment Date as follows:

- 2.1.1 Clauses numbered 3.1, 3.2 and 4.1 of the Memorandum of Understanding, shall be amended and will each read as follows:

*Handwritten:* 17.02.23  
**Smt. Sikha Sen**  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700098

(A) **Clause 3.1:**

"HSF agrees that it will provide financial sponsorship of up to £1,000.00 for the 2021 edition of the Moot. Financial contribution for subsequent editions of the Moot will be subject to HSF's discretion, based on a detailed proposal to be submitted in writing each year by MCS (including details of whether the Moot will be held in person or virtually) subject to a maximum of £7,000.00 for any edition of the Moot.

(B) **Clause 3.2:**

"Any costs in excess of £1,000.00 for the 2021 edition of the Moot, and in excess of the HSF's financial contribution for any subsequent editions of the Moot, incurred by MCS in relation to the Moot, will be borne by NUJS."

(C) **Clause 4.1:**

"Parties acknowledge and accept that: (i) HSF agrees to sponsor each edition of the Moot for the duration of this MoU or any extension thereof, in accordance with Clauses 3.1 and 3.2 of the MoU; and (ii) NUJS agrees to bear any costs in excess of £1,000.00 for the 2021 edition of the Moot and in excess of HSF's financial contribution for any future edition of the Moot."

2.2 Pursuant to clause 8.1 of the MoU the Parties agree to extend the Initial Term of the MoU for a further period of three years, from 17 September 2020 to 17 September 2023. The new Initial Term shall be reviewed by the Parties 6 (six) calendar months prior to expiry whereupon the Parties may renegotiate any further extension and/or other terms thereof.

2.3 The Parties agree that, with effect from (and including) the Amendment Date, they shall have the rights and take on the obligations ascribed to them under the Amended Memorandum of Understanding.

3. **CONTINUATION**

3.1 This Agreement is supplemental to, and shall be construed as one with, the Memorandum of Understanding.

3.2 Except as varied by the terms of this Agreement, the Memorandum of Understanding will remain in full force and effect and any reference in the Memorandum of Understanding to the Memorandum of Understanding or to any provision of the Memorandum of Understanding will be construed as a reference to the Memorandum of Understanding, or that provision, as amended and restated by this Agreement.

4. **FURTHER ASSURANCE**

The Parties shall do all such things necessary and desirable in order to confirm or establish the validity and enforceability of this Agreement.

5. **MISCELLANEOUS**

5.1 This Agreement (together with the documents referred to herein) constitutes the entire and only agreement between the Parties in relation to the subject matter herein or therein.

5.2 This Agreement may be executed in any number of counterparts and by the Parties to it in separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106

6. **GOVERNING LAW**

6.1 This Agreement, regardless of where it is executed, shall be subject to, governed by and be construed in accordance with the laws of the Republic of India (without regard to the conflict of laws rules which might result in the application of the laws of any jurisdiction).

6.2 Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof, shall be referred at the request in writing ("**Dispute Notice**") of any Party to binding arbitration by an arbitration panel in accordance with the rules of the Singapore International Arbitration Centre (the "**SIAC Rules**") at Singapore, together with any related dispute or claim arising out of or in connection with or relating to the Memorandum of Understanding and previous amendments thereto.

7. **EFFECTIVENESS**

7.1 This Agreement has been entered into on the date stated at the beginning of this Agreement, and shall be effective from such date for a period of three years ending with the 2023 edition of the Moot.

**IN WITNESS WHEREOF** the parties hereto have caused this MoU to be executed the day, month and year first above written.

**SIGNED** by  
duly authorised representative of / for  
and on behalf of

**HERBERT SMITH FREEHILLS LLP**

)  
)  
) Mr Nicholas Peacock  
) Partner

NQP

**SIGNED** by  
duly authorised representative of / for  
and on behalf of

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

)  
)  
)  
) Vice-Chancellor

**PROFESSOR DR. B. L. CHAKRABARTY**  
**VICE CHANCELLOR**  
**THE WEST BENGAL NATIONAL**  
**UNIVERSITY OF JURIDICAL SCIENCES**  
**KOLKATA**



23/01/23  
Smt. Sitika  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700106