



**MEMORANDUM OF UNDERSTANDING FOR
COLLABORATION
BETWEEN
The Indian Institute of Information Technology Kalyani
(IIIT Kalyani)
AND
The WB National University of Juridical Sciences (WBNUJS),**



This Memorandum of Understanding is made and entered into on this day of 1st April, 2023, between IIIT Kalyani and The WB National University of Juridical Sciences (WBNUJS), Salt lake.

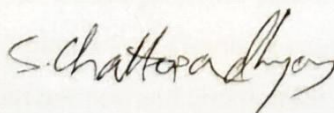
Preamble

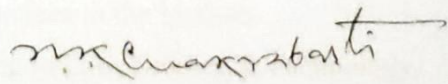
The Indian Institute of Information Technology Kalyani has been setup with an objective to produce best-in-class human resources in IT and to harness the multidimensional facets of IT in various domains. IIIT Kalyani strives to evolve into a world-class academic institution with the highest quality of education and research facilities and produce industry ready IT graduates to meet the industry demands. The institute will act as a catalyst in fostering an innovative entrepreneur-focused ecosystem to ensure that new products, solutions and IP are created in the State taking advantage of the intellectual capital of the State. IIIT Kalyani has been set up at Kalyani, West Bengal by Government of India (Ministry of Education), Government of West Bengal and industry partners on a Not-for-profit Public Private Partnership (N-PPP) basis, being funded in the ratio of 50:35:15 respectively by the above three parties. Additionally, the Government of West Bengal has lent support to the institute by granting 50 acres of land for setting up the Campus. The industry partners of IIIT Kalyani are WEBEL, Coal India Ltd. and Rolta Foundation for the present. The institute is run by the Board of Governors of IIIT Kalyani whose members include the representatives of Government of India (MôE), Government of West Bengal, industry partners and eminent people from academia, industry and civil society. IIIT Kalyani has been attributed the status of Institute of National Importance (INI) by the cabinet in March 2017.

And

The WB National University of Juridical Sciences (WBNUJS), is a reputed institution of higher learning situated at Kolkata, India, 700106.


REGISTRAR
THE W. B. NATIONAL UNIVERSITY
OF JURIDICAL SCIENCES


S. Chatteradhyay


N. Chatteradhyay

The West Bengal National University of Juridical Sciences was established under the WBNUJS Act, 1999 (West Bengal Act IX of 1999) adopted by the West Bengal Legislature in July, 1999. The University was notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004 and has been granted permanent affiliation by the Bar Council of India in July 2005. NUJS is considered one of the best amongst the elite national law schools in India built on the five-year law degree model proposed and implemented by the Bar Council of India. The university offers a five-year integrated B.A./BSc. LLB (Hons.) degree programme at the undergraduate level and a Master of Laws (LLM) programme at the postgraduate level. Admission to the former programme is through the Common Law Admission Test, a highly competitive, nationwide common entrance examination, held jointly by fourteen of the seventeen national law schools. NUJS also offers MPhil, PhD and diploma in business laws and other programs.

WHEREAS, IIIT Kalyani and WBNUJS have discussed the matter and have agreed for collaboration by this Memorandum of Understanding to organize joint collaborative research, joint academic program, faculty support for various courses etc.

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

1. Objectives

To contribute knowledge and literature in multi-dimensional areas of subjects having connection with law and justice and identify areas of studies and research collaboration in the area of law and legal system as part of National Education Policy (NEP).

2. Collaboration:

The primary objective of this collaboration is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and educational training programmes and to carry out following schemes

- 1) Formation of IP Center jointly to accelerate IP practices in the Institute.
- 2) Certificate/ Diploma/Post Graduate courses relating to Law, Science & Technology.
- 3) Joint policy interaction and creation for suggestion to Govt.

- 4) Joint academic and research programmes and Project.
- 5) Joint short-term/long-term programme on IPR & Innovation.
- 6) Joint courses on IP management & Technology Transfer for Teachers.
- 7) Joint master's and Ph.D. courses on Law & Technology.
- 8) Joint Techno-Legal awareness Programme.

on a reciprocal basis. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

3. Administration

These activities are to be carried out after mutual consultation between the two parties or the divisions concerned thereof. All financial arrangements to pursue any of the above activities are to be negotiated for each specific cases.

4. Infrastructure 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 the possible its infrastructure facilities including class-rooms, lecture/seminar Halls, Hostels, or Guest House accommodation etc. as if such programme were conducted by the party for its own participants or target groups.

5. Mutual Service

That for such 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.

6. Non- Discrimination

IIIT Kalyani and WBNUJS agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

7. Code of Conduct

Visiting student and faculty will abide by the codes of conduct of the host Institution.

8. Intellectual Property

Each institution will adhere to the intellectual law of India. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. If one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received. The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

9. Financing

Both institutes will consider tuition fee waivers to the participating students. The student will make their own arrangements for local living including accommodation, food, insurance etc. All travel costs shall be borne by the host institution for any academic programme visit. Additional support, if any, will be governed by separate agreements that may be drawn up for specific activities. There will be no financial liability of either of the party in implementing the MOU. However fees may be charged in short-term or other academic programme on agreement of both the parties.

10. Legal Status

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

11. Validity and Termination

This MoU is valid for an initial period of five years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent.

This agreement may be terminated:

- a. on either party giving the other party 3 months' prior written notice;
- b. on written notice by one of the Parties if the other Party has committed a breach of this MoU.

However, specific commitments made prior to such intimation shall be honoured by both the partners including ensuring that any student at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.

12. Nothing in this MoU shall be construed to make either party a partner or agent or legal representative of the other for any purpose.

13. The relationship of the parties under this MoU shall be non exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

14. Coordination Team

Key Personnel	Key Personnel
Name from IIIT Kalyani	Name from WBNUJS, Kolkata
Dr. Oishila Bandyopadhyay , Assistant Professor (CSE), IIC IPR Coordinator Email: oishila@iiitkalyani.ac.in Mob: 9433887145	Dr. Pinaki Ghosh , DPIIT IPR Chair Principal Coordinator Email: iprchair@nujs.edu Mob: 9967098646

Dr. Dalia Nandi, Assistant Professor (ECE) IIC Member Email: dalia@iiitkalyani.ac.in Mob: 7003465005	Dr. Jayanta Ghosh, Head & Research Fellow, CRSGPP, WBNUJS Coordinator Email: jayanta.crsgpp@nujs.edu Mob: 7584951170
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IN WITNESS WHEREOF the parties of both the parts have set their respective hands on the day month and year first above written:

SIGNED AND DELIVERED BY

S. Chattopadhyay
Signature with Seal

 **Prof. SANTANU CHATTOPADHYAY**
 DIRECTOR
 INDIAN INSTITUTE OF INFORMATION
 TECHNOLOGY, KALYANI

Name: **Prof. Santanu Chattopadhyay**
 Designation: **DIRECTOR**
 Email: **DIRECTOR@IIITKALYANI.AC.IN**

N. K. Chakrabarti
Signature with Seal

Prof. (Dr.) Nirmal Kanti Chakrabarti
 Vice-Chancellor
 WBNUJS, Kolkata

Prof. (Dr.) N K Chakrabarti
 Vice-Chancellor
 Email: **vc@nujs.edu**



Witnesses

- 1.. *O. Bandyopadhyay*
- 2.. *D. Nandi*

Witnesses

- 1.. *Pinkhi Ghosh*
- 2.. *Jayanta Ghosh*

[Signature]
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THE W. B. NATIONAL UNIVERSITY
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