



पश्चिम बंगाल WEST BENGAL

81AB 488325



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**NATIONAL ACADEMY OF DIRECT TAXES, REGIONAL
CAMPUS, KOLKATA**

AND

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

This MoU is entered into on the 24th day of January, 2023 by and between National Academy of Direct Taxes, hereinafter referred to as NADT, Nagpur, (including its Regional Campuses at Kolkata and other places).

And

West Bengal National University of Juridical Sciences, Kolkata (hereinafter referred to as WBNUJS), a University providing education in the field of law.

Amuldeep Singh
24.01.2023

Mr. Chandra Burti
REGISTRAR
THE W. B. NATIONAL UNIVERSITY
OF JURIDICAL SCIENCES



The aforesaid Institutions are hereinafter referred to Individually as *Institute* and collectively as *institutes*.

1. Objectives of the MOU

The objectives of the MoU are:

- To promote and enhance training, education and academic interest between NADT & WBNUJS.
- To identify training needs through active collaboration.
- To provide advice for enhancing quality of training at NADT.
- To provide advice for enhancing quality of training / education at WBNUJS.
- To promote research/continuing education activities between institutions.

2. Technical Areas of Collaboration

- Exchange and visit of faculty members between the institutes.
- Provide academic interaction by delivering special lectures.
- Provide necessary help in Organizing Workshops/conferences and Personality Development Programmes for enhancement of skills.
- Provide necessary support to each other for development of curricula & training pedagogy.
- Explore the options for jointly organizing Academic Programs.

3. Proposed Modes of Collaboration

WBNUJS and NADT propose to collaborate through the following:

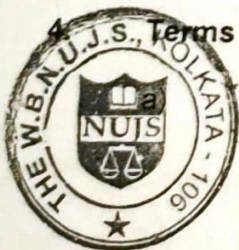
- Cooperation and promotion of education and training in areas of mutual interest.
- Any other appropriate mode of Interaction agreed upon between WBNUJS and NADT.

A specific plan will be worked out by the institutes depending upon availability of resources. A specific agreement will be entered into for each activity, if required.

4. Terms and Conditions

WBNUJS will provide faculty for imparting training to the trainees of NADT on:-

- Jurisprudence and Legal Concepts;
- Law subjects like Administrative law, interpretation of statute, relevant provisions of IPC, CPC and IEA;
- Business laws (company laws, IBC) and other allied laws;
- Information Technology Act;
- Legal issues on taxation matters, drafting, pleading and other related issues;
- Practical aspects of litigation.



Amritan Lips
24.01.2023

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- b) NADT will provide faculty for educating the students of WBNUJS on:-
- Direct Tax Law, including concept of Income, Income under various heads Exemptions, Deductions and TDS;
 - Assessment Procedure and practical aspects of Direct Tax administration;
 - Accountancy;
 - International Taxation and Transfer Pricing;
 - Any other are related to Direct Taxation.
- c) WBNUJS and NADT will provide necessary help to each other in Organizing Workshops/conferences and Personality Development Programmes at NADT for enhancement of skills in respect of Faculty, Staff and Trainees.
- d) Both WBNUJS and NADT will provide necessary support to each other for development of curricula & training pedagogy.
- e) Both WBNUJS and NADT will intimate each other for requirement of faculty and the topic of training/education at least 15 days prior to the commencement of the training/education programme.
- f) Students/trainees and faculty members of WBNUJS and NADT may use each other's academic infrastructure for short-time.
- g) For the visits of faculty for training/education purpose, travel and other expenses shall be borne by the respective institutes who will invite the faculty as per the Government rules.
- h) The honorarium/fees for the visit of faculties for training/education purpose shall be borne by the respective institutes who will invite the faculty as per the Government rules.
- i) Both institutes agree to help, identify and invite the faculty members and researchers from the other institutes to participate in conferences, workshops and short-term courses.
- j) This MoU may be amended, renewed and terminated by mutual written agreement of the institutes at any time.
- k) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.

Confidentiality

The WBNUJS and NADT agree to maintain secrecy and confidentiality of any and all confidential information exchanged or to be exchanged between them in relation to this MoU or related there in and will not disclose the same to any third party without written consent of the other Institute.

- b) The above confidential clause under this MoU excludes the information/data possessed by either institute before entering into this MoU or independently developed and/or information already available through public domain.

Asmita Das
24.01.2023

Nikhil Chandra Barati



6. Duration of MoU

This MoU, unless extended by mutual written consent of the Institutes, shall expire in FIVE years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended by mutual consent.

7. Coordinators

Both Institutes will designate persons who will have responsibility for co-ordination and implementation of this agreement. Additional Director General, NADT Regional Campus, Kolkata will be the Nodal Officer of NADT for this purpose. **Dr. Sanjay Kumar, Assistant Professor (Law)** will be the Nodal Officer of WBNUJS for this purpose.

8. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the Government.

9. Dispute Resolution

In the event of any difference or dispute between the Institutes, the same shall be resolved between the Additional Director General, NADT, RC, Kolkata and Vice Chancellor, WBNUJS, Kolkata and such nominated executives of the Institutes.

10. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the Institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

Ashutosh Rajhans
24.01.23

National Academy of Direct Taxes,

Nagpur

On behalf of

Nirmal Kanti Chakrabarti
24.01.23

West Bengal National University of Juridical

Sciences, Kolkata

आशुतोष राजहंस, भा.रा.से.
ASHUTOSH RAJHANS, I.R.S.
अपर महानिदेशक / ADG
रा. प्र. कर अकादमी, क्ष. प., कोलकाता
NADT, Regional Campus, Kolkata

PROF. (DR.) NIRMAL KANTI CHAKRABARTI
VICE CHANCELLOR
THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
"DR. AMBEDKAR BHABAN"
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