



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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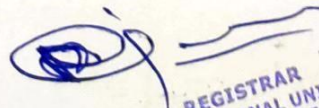
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AT KOLKATA ON THIS
THE 1st DAY OF DECEMBER OF THE YEAR 2022.

BETWEEN

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

Nirmal Kanti Chakrabarti

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REGISTRAR
THE W. B. NATIONAL UNIVERSITY
OF JURIDICAL SCIENCES

[Handwritten signature]

AND

St. XAVIER'S UNIVERSITY, KOLKATA located at Action Area IIIB, New Town Kolkata-700160 represented by its Vice-Chancellor, **Rev. Fr. (Dr.) John Felix Raj, S.J.** (as Head of the Institution) hereinafter referred to as **SXUK** which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

WHEREAS SXUK is a premier educational institution offering courses in Business Administration; Law, Social Sciences, Science, English, Mass Communication, Economics and Commerce; and,

WHEREAS WBNUJS either on its own or through its various centers / is engaged in offering various courses and undertaking, conducting or supporting research, development of reading materials and their publication, carrying out field studies, collecting data and compiling and preparing databases 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,

WHEREAS SXUK is desirous of expanding its academic and research relationships with various Central and State Universities and other reputed institutions; and,

WHEREAS SXUK is a well known and premier Jesuit Institution dedicated to the advancement of education and engaged in running undergraduate, postgraduate and doctoral programmes in Business Administration; Law, Social Sciences, Science, English, Mass Communication, Economics and Commerce and also in conducting research in specific and inter-disciplinary avenues including but not limited to the above disciplines; and,

WHEREAS WBNUJS is a well known and premier Law University dedicated to the advancement of legal learning and engaged in running B.A./B.Sc. LL.B (Hons), LL.M, M.Phil and Ph.D Programmes, and also in conducting research 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** (hereinafter referred to as **MoU**) to organize collaborative research, joint academic programmes, Faculty support for various courses, and other like academic endeavours.

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 and identify areas of academic and research collaboration.

2. Collaborations:

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

- 4 Conducting joint research or field studies and sharing of data
- 4 Publication and circulation of academic material
- 4 Sharing of library resources

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

3. Administration:

- 4 These activities are to be carried out after mutual consultation between the two parties or the divisions concerned thereof.
- 4 All financial arrangements to pursue any of the above activities are to be negotiated for each specific case.
- 4 The parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the parties on intellectual property.

4. 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 a part 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.

5. 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.

6. Coordination

6.1. 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 (Vice Chancellor) shall nominate any senior functionary to act as Coordinator of the respective Party who shall oversee and supervise operation on their behalf as representative of the respective Heads.

6.2. The Coordinators of both the parties will be ex-officio Members of all the Committees to be constituted to regulate joint courses.

6.3. In the Examinations for such joint courses, the Experts of SXUK/WBNUJS will act as External Examiners.

6.4. The SXUK/WBNUJS Experts shall be enlisted as Guide/ Co-guide in the research related work/dissertation during the courses

7. 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.

8. Limitation on Right to Withdraw:

That it is agreed by 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.

9. 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.

10. Rights Cumulative:

That 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.

11. Modifications:

That this MOU may only be modified or amended by a written document executed by a duly authorized person 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.

12. Term:

That 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.

13. Confidentiality:

That both the parties will take reasonable measures to protect the secrecy of the information received or acquired during operation of any course, practical training/internship etc.

14. Reliance in the Proposal

That both SXUK and WBNUJS agrees and covenants to use reasonable endeavor, acting in good faith to ensure that the courses will be conducted according to the proposal approved between the parties.

15. Notice

extent or intent of this MoU. Any doubt in explaining the meaning of any term shall be removed by the Heads of the Parties by mutual agreement.

17. Publicity:

That the promotion of the collaborative and joint courses shall be made through social networking websites, preparation of brochure that will give details about WBNUJS and SXUK and in the institutional websites.

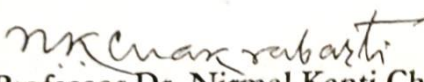
18. Execution in Duplicate

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

19. That this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and neither Party wishes for this MoU to give rise to any binding commitment or legal obligation. The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing.

We support and sign this general Memorandum in recognition of our mutual interests.

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

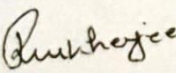
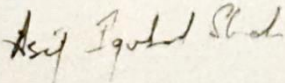

(Professor Dr. Nirmal Kanti Chakrabarti)
Vice Chancellor


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

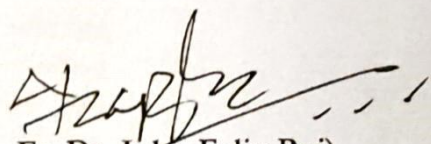
The WB National University of Juridical
Sciences (WBNUJS)
Kolkata

Signed and Delivered

In the presence of
Witnesses:

- 1) 
- 2) 

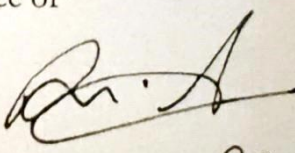

REGISTRAR
THE W. B. NATIONAL UNIVERSITY
OF JURIDICAL SCIENCES


(Rev. Fr. Dr. John Felix Raj)
Vice- Chancellor
Vice-Chancellor
St. Xavier's University, Kolkata
Action Area IIIB, New Town
Kolkata-700160

St. Xavier's University, Kolkata (SXUK)

Signed and Delivered

In the presence of
Witnesses:

- 1) 
- 2) 