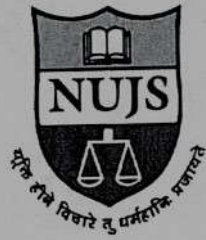




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THE UNIVERSITY OF  
**WAIKATO**  
*Te Whare Wananga o Waikato*

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TE PIRINGA FACULTY OF LAW**  
**THE UNIVERSITY OF WAIKATO, NEW ZEALAND**

**AND**

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

*Sen*  
17.08.23  
Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700 148

## PARTIES

- (1) **THE UNIVERSITY OF WAIKATO (NEW ZEALAND)** a tertiary education institution established as a university under the University of Waikato Act 1963 and operating under the Education and Training Act 2020, whose address for service is Knighton Road, Hamilton ("Waikato")
- (2) **THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA**, established under the West Bengal National University of Juridical Sciences Act, 1999 (West Bengal Act IX of 1999) through its Vice Chancellor (hereafter WBNUJS)

## BACKGROUND

- A. Waikato and WBNUJS share a common interest in furthering international academic scholarship and research through collaborative arrangements.
- B. This Memorandum of Understanding ("MOU") sets out the parties' wishes to develop a relationship based on the principles of mutual respect and international connectedness.

## AGREEMENT

### 1 Primary Objectives

- 1.1 Both parties agree that the primary objectives of this MOU include, but are not limited to, exploring possibilities to
  - (a) provide opportunities for research, management, and teaching staff, to the extent resources permit, to participate in exchange programmes to gain experience at another institution;
  - (b) exchange research findings and publications, academic teaching resources, and other materials of common interest;
  - (c) develop collaborative research programmes that investigate topics of interest to staff in both institutions, acknowledging that
    - (i) all existing intellectual property will remain the property of the institution that has created the intellectual property; and
    - (ii) ownership arrangements for any intellectual property developed as the result of research collaboration will be agreed in separate research collaboration agreements (if applicable)

*Smt. Sikha Sen*  
02.01.23  
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Kolkata - 700105

- (d) facilitate joint activities, including meetings, seminars, symposia or lectures, workshops and conferences;
- (e) provide opportunities for student exchange or study abroad programmes; and
- (f) provide opportunities for students to transfer to the other with a guaranteed recognition of credit or to undertake a joint qualification.

## 2 Negotiation and Agreement

### 2.1 The parties agree

- (a) to maintain regular contact to negotiate the implementation of any clauses of this MOU; and
- (b) that they will need to negotiate specific terms and conditions and enter into specific agreements to implement any of the expressed wishes of the parties under this MOU.

## 3 CONFIDENTIALITY

- 3.1 The parties will not use or disclose Confidential Information that comes into its possession other than for the purpose of giving effect to this MOU.

## 4 DISPUTE RESOLUTION

- 4.1 The parties agree to use their best endeavours to resolve any dispute arising out of this MOU through good faith discussion and will engage in negotiation and mediation before considering other means of dispute resolution.

## 5 TERM AND TERMINATION

- 5.1 This MOU will commence on the date of signing by both parties and will continue for five years, unless terminated by the parties under clause 5.2.

Notwithstanding any other provision, this MOU may be terminated by either party giving six months' notice in writing to the other.

## 6 VARIATION

- 6.1 This MOU may be varied at any time by written agreement between the parties.

*Smt. Sikha Sen*  
02.01.23  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700105



7. **GOVERNING LAW**

This MOU is subject to and shall be interpreted in accordance with the laws of New Zealand.

8. **CODE OF PRACTICE**

The parties acknowledge that Waikato is a signatory to the New Zealand Qualifications Authority's (NZQA) "**Education (Pastoral Care of International Students) Code of Practice 2016 (including Amendments 2019)**". Copies are available from the NZQA website at: <https://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The parties are entering and performing this MOU as independent collaborators and will not under any circumstances be construed as agents, partners, employees or fiduciaries of each other.

**NOTICES**

9.2 **Method of notice:** Notices, communication documents, or demands required to be made or served pursuant to this MOU must be in writing and signed by the party giving the notice or by any officer or solicitor of that party. Any notice or document will be deemed to be duly given or made:

- (a) if delivered by hand, when so delivered;
- (b) if sent by post, on the tenth Working Day following posting;
- (c) in the case of a communication by email, when transmitted with no indication of incomplete transmission to the recipient's last known email address.

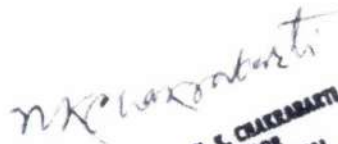
9.3 **Address for notices** Notices, communication documents or demands will be given to the individuals at the addresses and numbers provided in Appendix 1. Any party may change its notified addresses and/or numbers by notice in writing served on the other party

*[Handwritten Signature]*  
02.01.23  
Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Judicial Sciences  
Kolkata - 700106

10. ASSIGNMENT

10.1 Neither party may sell, transfer, assign, license, sub-contract, or otherwise part with possession of any right, duty, or obligation under this MOU to a third party without the other party's prior written consent.

SIGNED by  
WBNUJS

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

Professor Dr. N.K. Chakrabarti  
Vice Chancellor

Date 07.07.2021

SIGNED by  
UNIVERSITY OF WAIKATO



Professor Neil Quigley  
Vice-Chancellor

Date 13 July 2021

  
02 Jul 2021  
Smt. Sikha Sen  
Registrar (Acting)  
The West Bengal National  
University of Juridical Sciences  
Kolkata - 700105

Appendix One  
Personnel Contact Details

THE WEST BENGAL NATIONAL UNIVERSITY  
OF JURIDICAL SCIENCES

CONTACT PERSON:

Dr. SANDEEPA BHAT B.  
Professor

Email: sandeep@nujs.edu

POSTAL ADDRESS

"DR. AMBEDKAR BHAWAN"  
12, L.B. BLOCK  
SALT LAKE CITY  
SECTOR III  
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700106

COURIER ADDRESS

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02.08.23  
Smt. Sikkha Sen  
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