

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL 28AA 667055

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AT KOLKATA ON THIS THE 10TH DAY OF MARCH OF THE YEAR TWO THOUSAND AND TWENTY TWO.

BETWEEN

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University of Calcutta, College Street, Kolkata 700073 represented by its Vice Chancellor, Professor **Dr. Sonali Chakravarti Banerjee** (as Head of the Institution) hereinafter referred to as (**C.U**) which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

AND

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

WHEREAS the University of Calcutta, a collegiate public state University established in the year 1857 imparting education since then, offering courses in Humanities/ Social Sciences Technology, Agriculture, Management, Applied Sciences and various professional and other courses,

WHEREAS the WBNUJS either on its own or through its various centers / is engaged in offering various courses in the area of Law and Justice and undertaking, conduction or supporting research, Development of reading materials and their publication, carrying out field studies, collecting data and compiling and preparing data-base for various aspects 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 the WBNUJS has its networking with other Central and State Universities and that it is desirous of enlarging its networking base; and

WHEREAS WBNUJS is a well known and premier Law University dedicated to advancement of legal learning and engaged in running BA / B. Sc LL.B (Hons), LL.M, M.Phil and Ph.D LL.D. Programmes; and also in conducting researches 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 to organize collaborative research, joint academic programmes, Faculty support for various courses, academic activities etc

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

1. **Objectives**

The objective of the present MOU will thrive to share the expertise of each of the University for achieving a position at the frontier of knowledge, to explore the possibilities between the parties on possible collaborations on various research projects, joint organisation of seminars and conferences, exchange of faculties/students and or other professionals, technical and academic collaboration benefiting both the institutions and more fully the enrichment of the students under different disciplines and to achieve such objectives the parties hereto shall be at liberty to enter into any collaborative arrangements with mutual agreement between them.

2. **Collaboration**
That the collaboration between the parties hereto may include the following:

- Allowing Faculties and Researchers to
- Exchange of faculty/Scientist
- Preparation and publication of Books/ reading material
- Preparing, developing and imparting academic input
- Developing tools and techniques of training
- Developing professional skills
- Conducting of joint research or field studies and sharing of data
- Publication of Research Monographs and circulation of academic material
- Sharing of library resources

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

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 case.
- The two 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 two 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 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 possible its infrastructure facilities including Class-rooms, Lecture/ Seminar Halls, 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 (Registrar or Vice Chancellor) nominate any senior functionary to act as Coordinator of the respective Parties and 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 The Experts/ eligible Faculties of **WBNUJS** or **CU** will be recognized as Ph.D. Co-Supervisors in respect of Scholars registered with WBNUJS/CU to undertake Ph.D. program.

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. That it is agreed by both 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:** 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:** This Memorandum of Understanding may be modified or amended by a written document executed by a duly authorized persons 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:** 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

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.

(Prof. Dr. Sonali Chakravarti Banerjee)
Vice Chancellor
University of Calcutta

Signed and Delivered

In the presence of Witnesses:

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2)

(Prof. Dr. Nirmal Kanti Chakrabarti)
Vice- Chancellor
The WB National University
of Juridical Sciences

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

Signed and Delivered

In the presence of Witnesses:

1)

2)