

# MEMORANDUM OF UNDERSTANDING

BETWEEN



MATS LAW SCHOOL, MATS UNIVERSITY, RAIPUR, CHHATTISGARH

AND



CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

## **MEMORANDUM OF UNDERSTANDING**

### **PREAMBLE**

The MATS Law School (hereinafter referred as MLS), MATS University, Raipur C.G. is a department of MATS University, recognized under Section 2(f) of the UGC Act, 1956 and was established under the Chhattisgarh Private Universities (Establishment & Maintenance) Act of 2005 as amended by C. G. Act No. 29 of 2006 enacted by the Legislative Assembly of Chhattisgarh and notified in the Chhattisgarh Gazette (Extraordinary) dated 3rd November 2006. At MATS Law School, Law teaching is interwoven with related contemporary issues, including international and comparative law perspectives. The college offers 5 years integrated law (Hons.) degree courses in B.B.A. LL.B, B.A. LL.B. and B. Tech LL.B., B.Sc. LL.B. and 3 years professional law degree course in LL.B. Besides the college also offers 2 years Masters degree LL.M. (semester and annual pattern and distance mode). It also offers one year (3 trimester) Masters degree in Counter Terrorism Studies and Law, Public Accountability Laws, Aviation and Aviation Management Laws, Air and Space laws, International Investment Law and International Business Law, M. Phil, Ph. D. in Law and post-doctoral LL.D.

The Chanakya National Law University (hereinafter referred as CNLU) was established under the Bihar Act No. of 2006. The University was included under Section 2(f) of the UGC Act, 1956. with its headquarters at Patna. It is a "People's University" with an aspiration to provide quality legal education totally socially relevant and accessible to everyone.

Whereas, MATS Law School desires to establish academic collaboration with Institutions of excellence in Law in the country and CNLU is one among such recognized institutions and seeks to promote the Institutional collaborations through this Memorandum of Understanding.



## SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the MLS as First Party and CNLU as Second Party for the purpose of academic collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

### I. TERMS AND CONDITIONS OF COOPERATION:

1. MLS and CNLU shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
2. MLS and CNLU shall offer full time regular as well as optional courses to the undergraduate and post-graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
3. The Ph.D. and LL.D. candidates in interdisciplinary areas of research involving law from the Chanakya National Law University shall work under the supervision of the faculty members of MLS or If agreed, jointly supervised by the faculty members from the two parties;
4. Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis;
5. Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
6. Ph.D. and LL.D. Scholars of both the Universities are welcome to make use of the library resources of each other and to have academic interaction with the faculty;
7. Research Scholars and Teaching Faculty of both MLS and CNLU will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;
8. Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decisions will be taken with mutual agreement.

### II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by MLS and CNLU co-operates in building intellectual and research capacity and scholarship. Additional areas of co-operation may be

added by written consent of the two the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by either party by giving six months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

### IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

2. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

### V. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster and mutually beneficial collaboration.

### VI. TERMINATION

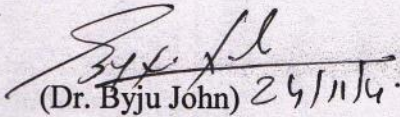
1. This memorandum shall come into force immediately upon its signature by the parties.

2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.

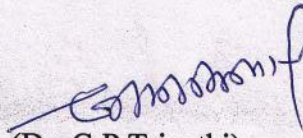
3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students of either institution.



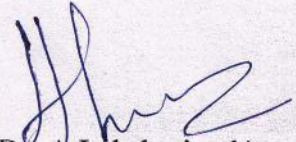
In WITNESS WHEREOF, this Memorandum of Understanding is excited by the parties hereto on this 24 November, 2014



(Dr. Byju John) 24/11/14  
Vice Chancellor  
MATS University  
Raipur  
Chhattisgarh - 492002



(Dr. G.P. Tripathi)  
Director & Dean  
MATS Law School  
MATS University  
Gullu, Aarang, Raipur  
Chhattisgarh - 493441



(Dr. A. Lakshminath)  
Vice Chancellor  
Chanakya National Law  
University,  
Nyaya Nagar, Mithapur  
Patna  
Bihar - 800001