

MEMORANDUM OF UNDERSTANDING

**BETWEEN
MATS LAW SCHOOL
MATSUNIVERSITY
RAIPUR, CHHATTISGARH**



**MAHARASHTRA NATIONAL LAW UNIVERSITY,
MUMBAI**

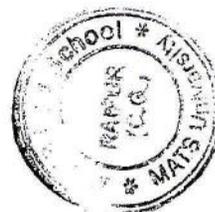


MEMORANDUM OF UNDERSTANDING

MATS Law School is a Department of MATS University which is recognized under Section 2(f) of the UGC Act, 1956 and was established under the Chhattisgarh Act No. 29 of 2006 enacted by the Legislative Assembly of Chhattisgarh and was notified in the Chhattisgarh Gazette (Extraordinary) dated 3rd November 2006. It is situated in the mineral rich state of Chhattisgarh which is only state in the country to share its boundaries with six other states. Prof. (Dr) G. P. Tripathi, one of the senior most professor of Law in the county is Professor and Director of the MATS Law School and it is under his supervision that the Law College has already established a name in the country on account of its unique course structure and syllabi only of its kind in the country. Six home assignments, six classroom exercises, six case studies, Moot Court and projects followed by mandatory ten short term placement in each subject in each semester are some of the unique feature amongst few. Further details are available on the website www.matsuniversity.ac.in

About MNLU:

Maharashtra National Law University, (for short MNLU Mumbai) is the latest of the National Law Schools established in India. The Maharashtra National Law University Act 2014, passed by Maharashtra State Legislature under the Maharashtra Act No VI of 2014 on 20th March 2014. The Act envisages establishing and incorporating National Law Universities in the State for the development and advancement of legal education and for the purposes of imparting specialized and systematic instruction, training and research in systems of law and for the matters connected therewith or incidental thereto. Further details can be viewed at <http://www.nlumumbai.edu.in/>



SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the MATS Law School, MATS University, Raipur as First Party and MNLU....University as Second Party for the purpose of Academic and Research Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research, to share research projects and research outputs 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. MATS Law School, MATS University, Raipur, Chhattisgarh and MNLU 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. MATS Law School, MATS University, Raipur, Chhattisgarh and MNLU shall offer full time regular as well as optional courses to the under-graduate and post-graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
3. The Ph.D. candidates in interdisciplinary areas of research involving law from theshall work under the supervision of the faculty members of MATS University, Raipur, Chhattisgarh 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. 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 MATS Law School, MATS University, Raipur, Chhattisgarh and MNLU 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.



A handwritten signature and a stamp of MATS Law School. The stamp is partially visible and contains the text "MATS Law School".

II. AREAS OF COOPERATION:

This Memorandum expresses a mutual desire by MATS Law School, MATS University, Raipur, Chhattisgarh and MNLU cooperates in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of the two 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

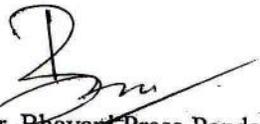
Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

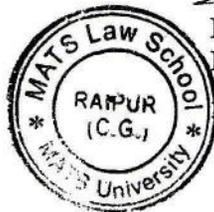
VI. TERMINATION

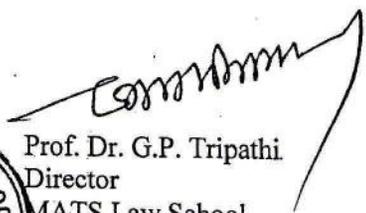
1. This memorandum shall come into force immediately upon its signature by the parties.
2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.
3. This Memorandum of Understanding 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 executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.




Prof. Dr. Bhavan Prasa Panda
Vice Chancellor
Mumbai National Law University
Maharashtra




Prof. Dr. G.P. Tripathi
Director
MATS Law School
MATS University, Raipur (C.G.)

Date: 13.02.2016

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