# MEMORANDUM OF UNDERSTANDING

EXECUTED BETWEEN

## MATS UNIVERSITY, RAIPUR, CHATTISGARH MATS LAW SCHOOL OF MATS CHATTISGARH AND

# PATNA UNIVERSITY, PATNA PATNA LAW COLLEGE, PATNA UNIVERSITY, PATNA

ON 30th NOVEMBER, 2015

#### WITNESSETH AS FOLLOWS:

WHEREAS MATS LAW SCHOOL, MATS UNIVERSITY, CHATTISGARH and PATNA LAW COLLEGE, PATNA UNIVERSITY, PATNA, desire to establish collaborative relations between them to promote friendship, the exchange of students and faculty, collaboration relating to joint research, seminar, distinguished visitors, as well as educational initiatives towards the goal of innovating and reinvigorating legal education in India.

AND

As a general record of shared understanding and potential collaborations, both MATS LAW SCHOOL and PATNA LAW COLLEGE.

#### AGREE AS FOLLOWS:

1. They shall seek to promote collaborative activities in the following areas:

#### (A) Exchange of:

- i. Under Graduate and Post Graduate law students in "student-exchange", whether modular, or semester / trimester long programmes;
- ii. Post Graduate students of both University pursuing research programs, who will benefit from access to expertise or resources available at the host institution;
- iii. Academic staff for purposes of fostering research collaborations, interchange of teaching expertise, and / or short-term visiting lectureships;

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iv. Administrative staff for purpose of transferring knowledge of administrative practices.

#### (B) Promotion of:

- i. Co operation in the study and research of Law and related policy.
- ii. Innovation in reforming and reinvigorating Indian legal education.
- iii. Inter-jurisdictional continuing legal education ("CLE") opportunities as may arise.
- (C.) Other forms of cooperation which the two institutions may jointly arrange.
- Without prejudice to the generality of the above clause, the specific manner of cooperation between MAT LAW SCHOOL and PATNA LAW COLLEGE is as follows;

#### (A) Student Non - Degree Exchange

- i. Each law school will encourage its students to make use of the non Degree exchange opportunity between the two school/College/University.
- ii. Each law school/University may nominate an agreed upon number of students to participate in exchange of the duration of one semester. Opportunity for a large number of students over a shorter exchange period will be developed in a subsequent Implementation Plan.
- iii. For semester/trimester long exchanges, students will pay tuition and fees to their home institution and be responsible only for travel, food, housing, books and personal expenses at the host institution.
- iv. Numbers of students exchanged in any year may be unequal but should balance over a three years period;
- v. Students who successfully complete an exchange semester/trimester may apply for an exchange of credits towards the relevant degree at their home institution.

  Details will be developed in a subsequent Implementation Plan.

#### (B) Post Graduate student supervision:

i. Faculty at each law school may serve as joint supervisors for postgraduate research

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work by students from the partnering

### (C.) Faculty Exchange and Co-Teaching Opportunities:

- i. There may be exchange of faculty members for up to a period of one semester/trimester. Guidelines regarding the number of participants, balance, and frequency of exchange may be developed in a separate Implementation Plan;
- ii. The invitation may be contingent upon student demand and faculty expertise;
- iii. Each school may specify the area to be taught, and / or may solicit nominations from the other. The final hiring decision will be made by the host school;
- iv. Compensation will continue to be provided by the home institution, unless otherwise decided by the law schools.
- v. Faculty may co-teach a course for a length of time shorter than one semester/trimester, as approved by the relevant internal and host institution administration.
- (D) Co-operation in the study and research of Law and related policy:
  Opportunities may be sought to host joint conferences, seminars, and working papers, as initiated by faculty in the law schools.
- (E) Innovation in reforming and reinvigorating Indian legal education

  Since MATS LAW SCHOOL and PATNA LAW COLLEGE represent recent, robust, and innovative entrants into Indian legal education, they should involve in an ongoing exchange of ideas and expertise towards the development of legal education in India, which may involve organizing joint conferences, public lectures and seminar between both the schools.
- (F) Continuing legal education ("CLE") opportunities as may arise

  PATNA LAW COLLGE and MATS LAW SCHOOL may jointly conduct Continuing

  Legal Education Programmes ("CLE Programmes") for industry, law firm, and civil society participants both in India and transnationally for corporate and law firm

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participants. The relationship with existing

COLLEGE or MATS LAW SCHOOL may be

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by a subsequent Implementation

Plan, and are subject to the approval of relevant administration.

- 3. When the discussion and activities contemplated by this Memorandum of Understanding have progressed to the point that specific details of a proposed exchange or joint research activity between them have been identified and agreed upon, PATNA LAW COLLEGE and MATS LAW SCHOOL will enter into an implementation plan that will identify, among other things, the personnel and/or materials involved, the duration of the exchange and the source of funding that has been committed to support the joint research, study, or other activity, or exchange ("programmes"). The parties may enter into a single implementation plan or a series of implementation plans, depending on the nature of the proposed programme(s).
- 4. The internal approval mechanisms will be clearly laid out in any implementation plans drawn up by the parties. Only with assent of the relevant supervisory authorities in both PATNA LAW COLLEGE and MATS LAW SCHOOL will jointly programme(s) proceed.
- The agreement shall become operative on signing and shall remain in force for an initial period of five (5) years.
- The institutions shall confer concerning the renewal of this Memorandum of Understanding six (6) months prior to the date of expiration.
- 7. Either institution may terminate this agreement by giving twelve (12) months notice in writing to the other institution. Any joint programmes that may have commenced at either institution before the date of termination may be completed by special agreement between the two institutions.
- 8. This Memorandum of Understanding may be amended or revised by PATNA LAW COLLEGE and MATS LAW SCHOOL after mutual consultation and agreement.

9. This Memorandum of Understanding will be construed as statements of intent to foster

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genuine and mutually beneficial academic collaboration.

- 10. This Memorandum of Understanding shall not in any way prohibit the institutions from entering into similar Memorandum of Understanding with other universities or institutions.
- 11. This Memorandum of Understanding is subject to the laws and regulations applicable to India.
- 12. For conditions not covered by this agreement, or for problems that arise during the course of this Memorandum of Understanding, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.

In WITNESS HEREOF, the parties hereunto affix their signatures:

For, and on behalf of,

Patna University, Patna and Patna Law College, P.U, Patna For, and on behalf of,

MATS University and MATS Law School

(Prof. Y.C. Simhadri)

Vice Chancellor Patna University

Patna Date:

20-11-15 (Prof. Rakesh Verma)

Principal Patna Law College COLLEGE Patna University NA-6

Patna

(Dr. Sanjay, Sinha)

Registrar

Patna University

Patna

**MATS University** 

Chattisgarh

Date:22

Director

MATS Law Schoo

Raipur, Chattisgarb

Registrar

Registrar **MATS Unive** 

Chattisgarh Raipur (C.G.)