



## MEMORANDUM OF UNDERSTANDING

Between

**Vidya Vikas Mandal's  
G. R. Kare College of Law, Margao-Goa**



And

**Devi Sharvani Education Society's  
V.M. Salgaocar College of Law, Miramar-Goa**

The present Memorandum of Understanding (MOU) is signed on the 22<sup>nd</sup> day of October 2020

by and between

**Vidya Vikas Mandal's G. R. Kare College of Law, Margao-Goa, affiliated to Goa University**, hereinafter referred to as GRKCL, hereby represented by its Principal, Dr. Saba V.M. Da Silva.

and

**Devi Sharvani Education Society's V. M. Salgaocar College of Law, Miramar-Goa, affiliated to Goa University**, hereinafter referred to as VMSCL, hereby represented by its Officiating Principal, Dr. G. Shaber Ali.

In order to advance and enrich the different academic programmes which are offered by GRKCL and VMSCL, considering that they are all recognised by the University Grants Commission and by the Bar Council of India as also affiliated to Goa University, herewith mutually enter into this formal MOU to promote collaborative research through their Research Centres as a Research Cluster, to facilitate exchange of faculty, research scholar and students, to associate in research initiatives and to undertake all related activities.

### Article 1 - Definitions

In this MOU, the following terms shall have the meanings provided:

1. Exchange Period – the period during which a student who participates in the exchange programme under this MOU, which period shall be decided on case to case basis.
2. Exchange Student – a student, including research scholar, who participates in the exchange programme under this MOU.

3. Faculty Member - a Faculty who is on the teaching staff of any one of the parties signing this MOU.
4. Home Institution – the institution of legal education in which a respective Exchange Student or Faculty Member is originally enrolled.
5. Host Institution – the institution of legal education to which a respective Exchange Student or Faculty Member is attached for the duration of Exchange Period.
6. Research Centre – The Centre imparting doctoral education leading to the Ph.D. Degree of the Goa University, of either of the parties signing this MOU.

#### **Article 2 – Scope**

1. All students from the undergraduate, postgraduate programmes and doctoral programme of GRKCL and VMSCL will be considered as qualifying students for the purpose of exchange.
2. A pre-decided number of Exchange Students, each at the undergraduate level, post graduate level and doctoral level, can be sent to the partner institution every academic year.
3. Sharing of resources, collaborative research initiatives and freedom of research scholars from home institution to undertake advanced legal studies in the host institution will mutually benefit Research Centres of both GRKCL and VMSCL. forming a Research Cluster.

#### **Article 3 - Application**

An Exchange Student is enrolled at his/her Home Institution and will not, by virtue of this MOU, be regarded as a candidate for a degree from the Host Institution. The rules and the regulations involved for undertaking studies leading to the award of the undergraduate, post-graduate or doctoral degree, will continue to be governed by his/her Home Institution.

#### **Article 4 - Enrolment, Attendance and Assessment**

1. An Exchange Student is permitted to enrol at the Host Institution in any course, but enrolment is subject to admission requirements, course schedule and capacity constraints. The enrolment shall be subject to written acknowledgements from Principals of both the institutions.
2. The Exchange Student is required to attend all courses for which he/she is enrolled, by fulfilling the attendance requirements as laid down by the affiliating university as amended from time to time.
3. An Exchange Student who has successfully completed courses at the Host Institution will so obtain credits for the course(s) undertaken, including through assessment, as applicable in the post-graduate degree programme and the same will likewise be

applicable, after the commencement of the credit system in the case of the undergraduate degree programmes except incidental expenses.

#### **Article 5 - Students' Obligations**

1. An Exchange Student shall pay tuition and other fees at his/her Home Institution during the relevant Exchange Period. No tuition fees and other fees shall be payable to the Host Institution.
2. The Home Institution or the Host Institution may facilitate the exchange of students and provide them a stipend or any other such concessions.
3. An Exchange Student shall have no claim of any nature against the Home Institution and/or against the Host Institution in respect of any act, deed or thing done in pursuance of this MOU. The Exchange Student shall before opting for the programme, sign the necessary declaration in this respect.

#### **Article 6 - Regulations of Host Institution**

During the exchange period, all Exchange Students are subject to the academic rules and discipline of the Host Institution, as amended from time to time.

#### **Article 7 - Faculty Member Mobility**

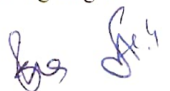
Whenever either of the parties hereto have a specific interest in involving members of the faculty of the other institution in their special lecture series, seminars and any other programmes or initiatives, all efforts will be made to make it possible, for which the expenses shall be borne by the concerned inviting party, to the extent possible .

#### **Article 8 – Research Cluster, Promotion of Academic Programme, Resource sharing and Joint Initiatives**

1. Both parties agree to promotion of collaborative Research through their research centres as a Research Cluster, as also promotion of its academic programmes, exchange of e-resources and other library resources, including through on-line seminars, presentations by way of video conferencing and other such means.
2. Both parties shall explore organising joint seminars, workshops, conferences and other events, at State National and International level, in either of the cities of Margao or Panaji or a venue at any other city, as mutually agreed upon, (with prior discussions and agreement by Principals of both GRKCL and VMSCL) for which expenses will be shared equally, unless there is a proposal to the contrary.

#### **Article 9 - Duration & Termination**

1. The present MOU shall be effective for tenure of one year from the date of signing the MOU by both the parties.



2. Either party may, in its absolute discretion, terminate the MOU by giving written notice of an intention to terminate at least two months prior to the effective date of termination.
3. Termination will not affect any exchanges already in progress prior to the effective date of termination.

#### **Article 10 - Amendments**

Any alteration or amendment to this MOU must be made in writing and agreed and accepted by both parties.


#### **Article 11 - Applicable Law**


Disputes arising out of or related to this MOU shall be resolved amicably. Disputes with respect to a particular Exchange Student shall be viewed and resolved in accordance with mutual agreement of Principals of both the institutions.

IN WITNESS WHEREOF, the undersigned have executed this MOU, on the day first above written.

For and on behalf of  
**Vidya Vikas Mandal's**  
**G.R. Kare College of Law**

For and on behalf of  
**Devi Sharvani Education Society's**  
**V.M. Salgaocar College of Law**

By:   
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Dr. Saba V.M. Da Silva  
**Principal**

By:   
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Dr. G. Shaber Afi  
**Officiating Principal**