

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on this 4<sup>th</sup> day of September 2020,

BETWEEN

**V.M. SALGAOCAR COLLEGE OF LAW**, situated in Panjim, Goa, India through its Principal, Dr. K. Srinivasa Rao, as the Party of the First Part (hereinafter referred to as "**VMSCCL**");

AND

**AIDR PROFESSIONALS FOUNDATION**, a non-profit corporation registered with the Ministry of Corporate Affairs, India, through its Directors, Mr. Thomas P. Valenti, Mr. Harshit Pandey and Mr. Tanmay Pandey as the Party of the Second Part (hereinafter referred to as "**AIDR**").

### RECITALS

WHEREAS, **VMSCCL** and **AIDR** have come together to collaborate in conducting academic activities relating to increasing student awareness and exposure in Alternative Dispute Resolution (ADR) mechanisms, which will include organizing **Lex Infinitum**, a flagship event conducted at **VMSCCL** every year (the "**Competition**").

WHEREAS, the Parties desire to enter into a Memorandum of Understanding setting forth the division of responsibilities and services to be provided by each Party for the duration of this collaboration.

WHEREAS, the Parties have agreed that **AIDR** will be the Title Sponsor of **Lex Infinitum** and **VMSCCL** will be the Organizing Authority for **Lex Infinitum** during the subsistence of this MoU.

NOW, THEREFORE, in consideration of the representations and warranties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **A. COMMENCEMENT AND DURATION**

The Term of this MoU will be from the date hereof, stated above, to December 31, 2023.

## **B. SCOPE**

The Parties agree that the scope of this MoU will extend to the Parties collaborating in organizing the Competition and any additional ADR-related events or exercises that can be conducted for the benefit of law students at VMSCL and other law schools.

## **C. DIVISION OF ROLES AND RESPONSIBILITIES**

In furtherance of their mutual spirit to contribute towards the welfare and development of students, the Parties agree to share the following roles and responsibilities in conducting **Lex Infinitum**:

### **1. AIDR:**

- a) Assist VMSCL ADR Cell members in the drafting of Competition problems, rules, and scoresheets, as required;
- b) Assist in identifying collaborators, sponsors, and partners for the Competition;
- c) Assist in recruiting International and Pan-India Judges to complement alumni judges;
- d) Assist in recruiting international teams;
- e) Conduct an 8-hour Mediation/Negotiation training for participants as part of the Competition, if VMSCL deems that such training is required;
- f) Collaborate with VMSCL in conducting the Participants' training on the Competition structure and rules;
- g) Collaborate with VMSCL in conducting the Judges' training on the Competition structure and rules;
- h) Promote the Competition to garner interest and support
- i) Manage and supervise tabulations, if needed;
- j) Collaborate with VMSCL to formulate and direct a Competition Rules Committee;
- k) Support post-competition surveys for the institution to measure satisfaction by students, judges, feedback of judging by participants, etc.

### **2. VMSCL:**



**Administrative Matters:**

- a) Provide relevant infrastructural and personnel support to conduct the activities and events mutually decided by the Parties
- b) Select the Lex Infinitum Organizing Committee, at least one member of which shall be from each Party hereto;
- c) Select the Lex Infinitum Rules Committee, at least one member of which shall be from each party hereto; and
- d) Provide sufficient wide-band internet access to enable the Lex Infinitum team to function properly in the preparation and administration of the tournament.

**Competition Matters:**

- a) Solicit teams to participate;
- b) Allocate teams to rounds and manage other necessary logistics for the Competition;
- c) Tabulation of all rounds of the Competition;
- d) Promote the Competition to garner interest and support; and
- e) Handle all other necessary work that is supplementary to conducting a successful Competition.

**D. ANCILLARY COLLABORATIONS**

In addition to conducting the Competition at VMSCL, the Parties also agree to collaborate on conducting additional workshops or webinars related to ADR and other spheres that can help the students of VMSCL in developing a better understanding of such subjects. All such ancillary collaborations can be organized by the Parties based on mutually determined dates and timelines, as and when required.

**E. DECISION-MAKING**

The Parties agree that all decisions regarding matters covered under the ambit of this MoU will be made in a mutually collaborative manner while preserving the interests of both Parties and keeping the common goal of benefitting students in mind.

**F. CONFIDENTIALITY**

Neither Party shall disclose any confidential information of the other Party, that comes into its possession during the performance of this MoU, to a third party in the absence of the express written consent of the

other Party, unless such disclosure is required by law. In all such cases, such disclosure shall first be communicated to the other Party before being made.

#### **G. ENTIRE UNDERSTANDING**

This MoU, together with the recitals hereto, constitutes the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior arrangements and undertakings regarding such subject matter, whether made verbally or in writing.

#### **H. COUNTERPARTS**

This MoU may be executed in one or more counterparts, and in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same MoU.

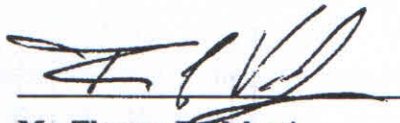
#### **I. GOVERNING LAW**

This MoU shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the parties have executed this MoU on the day, month and year set forth herein.

**Date: September 4, 2020**

**For AIDR Professionals Foundation,**



**Mr. Thomas P. Valenti**  
**Director**

**For V.M. Salgaocar College of Law,**



**Dr. K. Srinivasa Rao**  
**Principal**