



वसुधैव कुटुम्बकम्

**SYMBIOSIS LAW SCHOOL, PUNE**  
**Symbiosis International (Deemed University)**

(Established under Section 3 of the UGC Act, 1956 vide Notification No. F.9-12/2001-U3 Govt. of India)

Re-accredited by NAAC with 'A' grade

Founder: Prof. Dr. S. B. Mujumdar, M. Sc., Ph. D. (Awarded Padma Bhushan and Padma Shri by President of India)

# MEMORANDUM OF UNDERSTANDING

Academic and Research Collaboration

BETWEEN

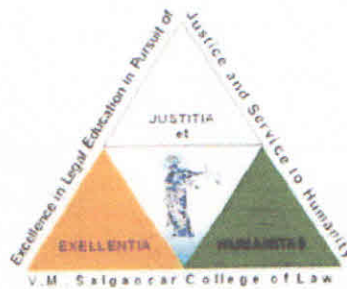


॥वसुधैव कुटुम्बकम्॥

**SYMBIOSIS LAW SCHOOL PUNE**

[Constituent of Symbiosis International (Deemed University)]

AND



**V. M. SALGAOCAR COLLEGE OF LAW**  
[Affiliated to Goa University, Goa]

This MEMORANDUM OF UNDERSTANDING (“**MoU**”) is made at Symbiosis International (Deemed University) for Symbiosis Law School, Pune, (SLS Pune), on 1<sup>st</sup> March, 2021 and shall be effective from 8<sup>th</sup> March, 2021 by and between:

Symbiosis Law School, Pune, (SLS Pune) a constituent of SIU, with its campus at Survey No. 227, Plot No.11, Rohan Mithila, Opp. Pune Airport, Symbiosis Road, Viman Nagar, Pune – 411014, Maharashtra , India.

**AND**

V. M. Salgaocar College of Law (VMSCL), affiliated to Goa University, Goa, a private institution established by Devi Sharvani Education Society, registered under the Societies Registration Act, 1860, situated at Miramar Caranzalem, Panaji, Goa

Each of SLS Pune and VMSCL may be hereinafter referred to individually as an “**Institution**” and collectively as the “**Institutions**”.

**WHEREAS** SLS Pune desires to establish academic and research collaboration with institutions of excellence in the field of law, social science and other disciplines in India and other countries abroad and the VMSCL with its advantageous international location in historical Goa; being one such internationally recognised institution as well as awarded since 1990 to date, for its ADR teaching and learning; Vanderbilt-trained faculty; significant European, US and Australian collaboration; key role in GAJE; pioneer in supplementing and challenging the ubiquitous approach to student mootings with other advocacy skills; impressive and impacting community legal service; seeks to promote the institutional collaborations for mutual benefit sharing each other’s strengths through academic, research project, skills training and publication through this Memorandum of Understanding.

The collaboration between **SLS Pune** and **VMSCCL** shall be subject to following terms and conditions:

### **1. Scope of the Memorandum of Understanding**

The scope of the collaboration on academic, research and training activities in this Memorandum of Understanding includes the following categories:

- a) exchange of students and members of faculty between the two institutions
- b) academic, training and research activities including research projects, skills training programmes and joint publications
- c) exchange of academic information, scholarly information, materials and publications
- d) collaborative seminars, workshops and other academic meetings

### **2. Mutually beneficial collaboration**

- a) This Memorandum expresses a mutual desire by SLS Pune and VMSCCL to collaborate in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by the written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.
- b) SLS Pune will build on VMSCCL's stature of being awarded since 1990 for its ADR teaching and learning, Vanderbilt-trained faculty, significant European, US and Australian collaboration, key role in GAJE, pioneer in supplementing and challenging the ubiquitous approach to student mootings with other advocacy skills, impressive and impacting community legal service in human rights-centric, vulnerable centric numerous clinics across Goa.
- c) VMSCCL will build on SLS Pune's excellence of rich academic and research culture and the experience of various national and international projects and international collaborations across the world.



- d) Both SLS Pune and VMSCCL will articulate and seek to promote the institutional collaborations for mutual benefit sharing each other's strengths through academic, research project, skills training and publication.

### **3. Indicative Activities and exchange**

- a) SLS Pune and VMSCCL may offer certificate courses, Spring/ Winter Schools, value added courses or other training programmes to the undergraduate and post graduate students at these institutions from time to time on mutually agreeable terms and conditions; audit courses and related student exchanges;
- b) SLS Pune and VMSCCL faculty may conduct joint Faculty Development Programmes for the benefit of faculty members of both the institutions and in networks;
- c) Faculty members from each of the institutions may be invited as resource persons for important seminars, conferences and training programmes, Research Advisory, referee, empanelment as judges or assessors and IQAC wherein the honorarium, accommodation and travel shall be borne by the inviting institution.
- d) Faculty members from each of the institutions may be invited for teaching and as panelists / referees at Undergraduate, Master's and Doctoral level programmes, and the honorarium, accommodation and travel for such teaching assignments is to be borne as per the inviting institutions' rules and budget;
- e) Ph.D. Scholars of both the parties maybe allowed to make use of the library resources of each other and to have academic interaction with the faculty;
- f) Research Scholars and Faculty members of both institutions may explore the possibility of taking up collaborative research work in the area of law and also apply for funding from national and international agencies, governments and other funding agencies;
- g) Share international contacts such as GAJE and other platforms, collaboration and mutual best practices in academics, research with community legal service, skills training, and ADR

- h) In some cases of joint collaborative activities, the financial implications shall be worked out on a case to case basis;

#### **4. Modality and process to be followed for joint activities**

- a) Proposals for collaborative activities, under this Memorandum will be submitted with the prior approval of the Head of each institution, or his / her nominee.
- b) Each institution will nominate one of its members as its representative in charge of the cooperative program.
- c) Individual programs of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.
- d) Progress of work of any individual program will be reviewed and approved periodically by designated authorities of both parties.
- e) Neither SLS Pune nor VMSCL will be held responsible for any liability to the other party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this MoU relates.
- f) Every collaborative activity will articulate its modality to address issues inter alia, IPR, funding pattern, disclosure of information etc

#### **5. Financial Implication**

Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement;

#### **6. Non-binding nature of Memorandum**

Nothing in this Memorandum shall be construed as creating any contract, or any other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration to achieve excellence in academic and research pursuits. In no event shall either party to the MoU be liable to the other or any third party for any loss arising from the MoU. No legally binding obligation, duty, commitment or liability (contractual or otherwise) whatsoever shall be created, implied, or inferred by this MoU.

## **7. Progress, Review and Amendment of MoU**

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 in writing.

## **8. Confidentiality**

- a) Both the Parties agree to maintain secrecy and confidentiality of any and all confidential information exchanged or to be exchanged between them in relation to this MoU or related matter therein.
- b) Institutions agree that any of technical or business or other information including information given for development of any case studies/development of any programme modules/contents, made available shall be deemed confidential information.
- c) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure.
- d) The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this MoU.

## **9. Term of Agreement**

- (a) This memorandum shall come into force upon its signature by the official authorities of the institutions at the mutually agreed effective date as mentioned in the MoU.
- (b) The validity of this Memorandum of Understanding is initially for a period of five years subject to the yearly progress from the date of its execution and the same can be further extended on mutual agreement.



- (c) This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardizing the coursework or registration of any of the students of either institution.
- (d) 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.

#### **10. Dispute Resolution**

The institutions must work in good faith to resolve any dispute, in case if any dispute arises between them or if any dispute that arises from the interpretation of this MoU. Any dispute will initially be referred to the contact person for each party for resolution in an informal manner. If such dispute is not resolved within 15 days, the dispute will be referred to a meeting of the Director of SLS Pune and Principal of VMSCLE or the authorised delegate of each institution for resolution in an informal manner.

**IN WITNESS WHEREOF**, this Memorandum of Understanding is executed by the authorities of the institutions hereto on the date of signing of the Memorandum of Understanding by the institutions.

For and on behalf of VMSCL

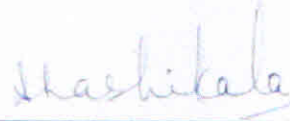


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Dr. Shaber Ali  
Principal,  
V. M. Salgaocar College of Law  
Miramar, Goa

Date: ..... March, 2021  
Place: Goa, India

For and on behalf of SLS Pune



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Dr. Shashikala Gurple  
Director, Symbiosis Law School, Pune  
Symbiosis International (Deemed  
University)

Date: ..... March, 2021  
Place: Pune, India