



Monday, 29 July 2019

Dr. M. R. K. Prasad
Principal,
V. M. Salgaocar College of Law,
Miramar,
Panaji,
Goa. 403002
India

Dear Dr Prasad,

Re: Memorandum of Understanding

Please find enclosed are two copies of our Memorandum of Understanding.

After signing, please retain one copy for your records and send the other copy back to me at:

Brad Hall
UNSW Study Abroad & Exchange
Goodsell Bldg F20
Gate 9 High Street
UNSW SYDNEY NSW 2052
AUSTRALIA

T: +61 2 9385 5105

Regards,

A handwritten signature in blue ink, appearing to be 'Brad Hall', with a long horizontal stroke extending to the right.

Brad Hall
Manager, Study Abroad & Exchange (3+ Program Implementation)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NEW SOUTH WALES
AND
V.M.SALGAOCAR COLLEGE OF LAW

1. INTRODUCTION

The University of New South Wales, Sydney, Australia (hereafter referred to as UNSW) and the V.M. Salgaocar College of Law, Goa, India, (hereafter referred to as VMSCL), believing the extension and strengthening of scholarly exchange and co-operation to be of mutual value to their universities and to the development of understanding between our peoples, hereby record their intentions to promote educational exchange between their universities through the following activities.

2. COMPARATIVE CLINICAL DEVELOPMENT PROGRAM

- (a) The parties agree to organise a comparative clinical development program to be cohosted at UNSW and VMSCL, respectively, every two years for the term of this Memorandum of Understanding.
- (b) The 2019/2020 program shall be held as follows:
- (i) in November 2019 for 10 days at UNSW Faculty of Law; and
 - (ii) in January 2020 for 10 days at VMSCL.

Future programs will be held at a date mutually agreed between the parties.

UNSW Faculty of Law shall independently recruit no more than 6 of its own students and VMSCL may independently recruit no more than 6 of its own students to participate in the program.

- (c) The name of the program will be 'Child Rights Comparative Clinical Development Program'. The exact program content will be agreed between the parties each year the program is run.
- (d) UNSW Faculty of Law is responsible for:
- (i) For the visit to UNSW Faculty of Law:
 - Paying to VMSCL, or through an appropriate payment arrangement agreed by the parties, the agreed sum to cover the cost of flights and accommodation of VMSCL students and one staff member to visit UNSW.

- Arranging for accommodation and ground transportation during the visit to UNSW Law.
- The organisation and costs of any catering and other expenses incurred during the proposed visit.
- Providing for local instructors and administrators, including any guest speakers.
- Providing the classroom and other facilities during scheduled classes.
- Arranging for any field trips and visits.
- Organising any video reporting of the program for future use.

(ii) For the visit to VMSCL:

- Recruitment of UNSW Law students to participate in the program and providing a list of students for the program to VMSCL no less than one month prior to the start of the program.
- Applying for any funding to support UNSW Law students to meet costs of flights, accommodation and other expenses during their visit to VMSCL.
- Paying to VMSCL the agreed fees for:
 - the program fee;
 - the local instructor and administrator
 - the cost of a welcome event/dinner for participants in the course
 - any guest speakers
 - catering for students during the course
 - any field trips or visits.
- Sending an instructor to lead the students during the program.
- Organising any video reporting of the program for future use.

(e) VMSCL is responsible for:

(i) For the visit to UNSW Faculty of Law:

- Recruitment of VMSCL to participate in the program and providing a list of students for the program to UNSW Law no less than one month prior to the start of the program.
- Applying for any funding to support VMSCL students to meet additional costs of flights, accommodation and other expenses during their visit to UNSW Law.
- Sending an instructor to lead the students during the program.

(ii) For the visit to VMSCL:

- Arranging for accommodation and ground transportation during the visit.

- Organising catering and other matters during the visit.
- Arranging for local instructors and administrators, including any guest speakers.
- Providing the classroom and other facilities during scheduled classes.
- Arranging for any field trips and visits.

3. CO-ORDINATION OF THE MOU

Each institution shall designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon. For other terms that are not written in this Memorandum of Understanding, the parties shall resolve through their Liaison Officers through oral or supplementary written agreement. Any supplementary written agreement is an integral and important part of this Memorandum of Understanding and has the same legal effect.

4. ACADEMIC AND OTHER CONDUCT

- Students who participate in the program will be subject to the academic requirements and rules of conduct of their own institution.
- UNSW has the right to terminate the participation of UNSW students in the program, in accordance with the policies and procedures governing its own students.
- VMSCL has the right to terminate the participation of VMSCL students in the program, in accordance with the policies and procedures governing its own students.

5. LEGAL COMPLIANCE AND CONFIDENTIALITY

- VMSCL acknowledges that UNSW is obliged to comply with the *Tertiary Education Quality and Standards Agency Act 2011* (TEQSA Act) and the *Higher Education Standards Framework (Threshold Standards) 2015* (Cth) made under the TEQSA Act, in relation to the delivery of its courses, including where courses are provided wholly or partly by another entity. VMSCL agrees that it will give UNSW any information UNSW considers reasonably necessary about VMSCL and the courses it offers as part of the program (including student progress in the courses), to enable UNSW to comply with its obligations under the above legislation.
- UNSW and VMSCL agree to maintain the confidentiality of the information provided to it by the other party pursuant to this Memorandum of Understanding (including student records) and shall only disclose that information as required by this Memorandum of Understanding or as permitted by applicable law.

6. DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute arising out of or relating to this Memorandum of Understanding through discussion and negotiation between the parties' respective Liaison Officers. Should the Liaison Officers fail to resolve the

dispute within 30 days of the dispute being notified by a party, the parties shall refer the dispute to senior officers of each institution/university, who will between them attempt to resolve the dispute in a timely manner, and in any event within 30 days of the dispute being referred to them. Only after the process set out in this clause has been exhausted can either party commence legal proceedings. However, nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

7. RELATIONSHIP OF THE PARTIES

- (a) A party may represent itself as collaborating with the other party, but nothing in this Memorandum of Understanding is intended to create an agency or any other form of legal relationship where one party may be liable for the debts or obligations of the other
- (b) A party is not by virtue of this Memorandum of Understanding, or for any purpose, an employee, partner or agent of the other party or invested with any power or authority to bind or represent the other party.

8. RENEWAL, TERMINATION AND AMENDMENT

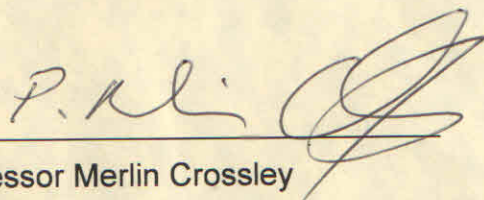
- (c) This Memorandum of Understanding becomes effective on the date of the last signature signed below and will continue in full force and effect for six (6) years from and including that date.
- (d) This Memorandum of Understanding may be terminated by either party, provided that written notice of the intention to terminate is given by the terminating party to the non-terminating party at least six (6) months prior to the proposed termination date.
- (e) This Memorandum of Understanding may be modified or altered by written agreement signed by an authorised representative of each of UNSW and VMSCCL.

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The individuals with authority to sign this Memorandum of Understanding on behalf of their universities are the Dean, UNSW Law, and the Principal of the VMSCCL, Goa, India.

For and on behalf of
The University of New South Wales

For and on behalf of
VMSCCL



Professor Merlin Crossley
Deputy Vice Chancellor (Academic)



Professor MRK Prasad
Principal

Date 8 July 2019

Date 30 July 2019