

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 17th day of October 2019

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 Sharwani Education Society's V.M. Salgaocar College of Law, Miramar-Goa, affiliated to Goa University, hereinafter referred to as VMSCL, hereby represented by its Principal, Dr. M.R.K. Prasad.

In order to advance and enrich the different academic programmes which are offered by GRKCL and VMSCL, considering that they are all in consonance with the University Grant Commission, are recognised by Bar Council of India and are 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 collaborate for research and to undertake related initiatives.

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Article 1 - Definitions

In this MOU, the following terms when used herein shall have the following meanings:

- 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.
- 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 one of the parties signing this MOU.
- Home Institution the institution of legal education in which the respective Exchange Student or Faculty Member is originally enrolled or affiliated.
- Host Institution the institution of legal education to which the respective Exchange Student or Faculty Member is attached for the duration of Exchange Period.
- Research Centre The Centre imparting Doctoral education leading to the Ph.D. Degree of the Goa University of one of the parties signing this MOU.

Article 2 – Scope – Exchange of Students

- Qualifying students are those from the undergraduate, postgraduate programmes or doctoral programme of GRKCL and VMSCL.
- 2. A pre-decided number of Exchange Students at the undergraduate level, post graduate level and doctoral level each, may be sent to the partner institution each academic year.

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 of the Host Institution. The institutional rules and the regulations involved for the award of the degree will be those of his/her home institution.

Article 4 - Enrolment, Attendance and Assessment

 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.

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- 2. The Exchange Student must attend all courses for which he/she is enrolled, by fulfilling the attendance requirements as laid down by the Goa University, provided that 'attendance' shall mean 'attendance' for all curricular and related institutional hours provided by the Host Institution.
- 3. An Exchange Student who has successfully completed courses at the Host Institution will obtain credits for the course undertaken, and in the case of the undergraduate programmes, the same will begin to apply after the commencement of the credit system.

Article 5 - Students' Obligations

- An Exchange Student shall pay tuition and other fees at his/her Home Institution during the Exchange Period. No tuition or other fees shall be payable to the Host Institution for the purpose of the Exchange Period, except incidental expenses.
- 2. The home institution or the host institution is at liberty to provide stipend or any other such concessions to any of the exchange student.
- 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

For the duration and purposes of the exchange, all concerned Exchange Students are subject to the academic rules as also those of discipline of the Host Institution.

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.

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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, in either of the cities of Margao or Panaji Goa or any other mutually agreed venue, (with prior discussions and agreement by Principals of both the institutions) 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 one month prior to the effective date of termination.
- 3 Termination will not affect exchanges in effect 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.

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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:

Dr. M.R.K. Prasad Principal



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