MEMORANDUM OF UNDERSTANDING





Sridora Caculo College of Commerce and Management Studies

and

Devi Sharvani Education Society's

V. M. Salgaocar College of Law, Miramar - Goa

The present Memorandum of Understanding (MOU) is signed on the 20th day of April, 2023 by and between

Sridora Caculo College of Commerce and Management studies, Mapusa -Goa, affiliated to Goa University, hereby represented by its Principal, Professor Santosh B. Patkar.

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 differed academic programmes which are offered by SCCCMS and VMSCL, considering that they are all recognized 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 Centers as a Research Cluster, to facilitate exchange of faculty, research scholar and students, to associate in research initiatives and to undertake all related activities.

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Article 1 – Definitions

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

- 1. Exchange Student a student, including research scholar, who participates in the exchange programme under this MOU.
- 2. Faculty Member a Faculty who is on the teaching staff of any one of the parties signing this MOU.
- 3. Home Institution the Institution of legal education in which a respective Exchange Student or Faculty Member is originally enrolled.
- 4. Host Institution the Institution of legal education to which a respective Exchange Student or Faculty Member is attached for the duration if Exchange Period.
- 5. 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

- All students from the undergraduate, postgraduate programmes and doctoral programmes of SCCCMS and VMSCL will be considered as qualifying students for the purpose of exchange.
- 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.
- Sharing of resources, collaborative research initiatives and freedom of research scholars
 from home institution to undertake advanced legal studies the host institution will
 mutually benefit Research Centers if both SCCCMS and VMSCL forming a Research
 Cluster.

Article 3 - Application

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

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Article 4 - Enrolment, Attendance and Assessment

- 1. An Exchange Student is permitted to enroll at the Home Institution know any course, but enrolment is subject to admission requirements, course schedule and capacity constraints. The enrolment shall be subject to written acknowledgements from the Principals of both Institutions.
- 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(s) undertaken, and in case of the undergraduate programmes, the same will begin to apply after the commencement of the credit system.

Article 5 - Student's Obligations

- 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 if 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 the 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 and

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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

- Both parties agree to promotion of collaborative Research through their research centers
 as a Research Cluster, as also promoting of its academic programmes, exchange of eresources and other library resources, including through webinars, presentations by way
 of video conferencing and other such means.
- 2. Both parties shall explore organizing joint seminars/webinars, workshops, conferences, Moot Court competitions, legal aid and allied activities and other such events, at State, National and International level at a venue as mutually agreed upon, (with prior discussions and agreement by Principals of both SCCCMS and VMSCL) for which expenses will be shared equally, unless there is a proposal to the contrary.

Article 9 - Duration and Termination

- 1. The MOU shall be effective for tenure of 3 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.

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

For and on behalf of

For and on behalf of

by and between

Sridora Caculo College of Commerce And Management studies, Mapusa -Goa Devi Sharvani Education Society's V. M. Salgaocar College of Law

By:

Professor Santosh B. Patkar.

Principal

PRINCIPAL

S.E.S's Sridora Caculo College of Commerce And Management Studies

Khorlim, Mapusa - Goa

Dr. Shaber Ali Officiating Principal

PRINCIPAL

V M. Salgaocar College of La

Mitamar, Panaji - Goa

WITNESS:

(Dr. Sheuti Kamat Dalal)

(Dr. Sheuti Kamat Dalal)

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V.M. Salgarocar College of Low, Miranar-Goe.