



HEAD

# The University of Kashmir

## DEPARTMENT OF LAW

HAZRATBAL, SRINAGAR-190006, KASHMIR

Ref. No. LAW-MOU/KU/2017

Dated: 12-01-2017

Prof.(Dr) Ranbir Singh  
Vice Chancellor,  
National Law University,  
New Delhi.

**Subject: Memorandum of Understanding (MOU)**

Esteemed Sir,

Kindly sign the Memorandum of Understanding (MOU) entered into this day the 12<sup>th</sup> January, 2017 among the School of Legal Studies, Central University of Kashmir; National Law University, New Delhi; and Faculty of Law, University of Kashmir, for the purpose of Academic/Institutional collaboration that will encompass exchange of Students and Faculty between the Parties as well as other academic activities, research, and publication.

With Regards

Prof.(Dr)Khursheed Iqbal Indrabi)  
Vice Chancellor,  
University of Kashmir

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SCHOOL OF LEGAL STUDIES,  
CENTRAL UNIVERSITY OF KASHMIR  
CAMPUS OFFICE: SONWAR, SRINAGAR,**

**FACULTY OF LAW  
UNIVERSITY OF KASHMIR, HAZRATBAL SRINAGAR**

**AND**

**NATIONAL LAW UNIVERSITY**

**NEW DELHI**

**12-01-2017**

**PREAMBLE**

The School of Legal Studies, Central University of Kashmir situated in Kashmir herein after referred to as "SLS CUK" established in early 2009 along with 11 other new Central Universities. It started operating from a rented building in Srinagar city.

The University has now established 11 Departments of 1) Management Studies 2) Tourism Studies 3) Economics 4) Mathematics 5) Education 6) English 7) Urdu 8) Schools of Studies namely School of Business Studies, of Social Sciences, of Physical and Chemical Sciences, of Education, of Linguistics, of Media Studies, of Engineering and Technology and School of Legal Studies.

**The University is also offering research degree programmes in its departments of English, Management Studies and Law, where it has got already got regular senior level faculty. Presently the University is operating from three different rented building.**

Whereas, the second party is the National Law University, Delhi herein referred as "NLU" established in 2008 by Act No. of 2008 of National Capital Territory of Delhi and with the initiative of High Court of Delhi is another law university in the list of premier Law Universities established in India. The vision of the University is to create a global legal institution which will compete with the best outside India and to prepare for a legal career that introduces them to wide range of opportunities in legal profession across the globe. The University's State of Art infrastructure is near completion at Sector 14, Dawarka, and New Delhi with all facilities for best of learning and research.

And the third party is the Faculty of Law University of Kashmir herein referred as "FOL KU". The "FOL KU" is one of the top ranking institutions of the country and has been doing a commendable work in the field of legal education. The "FOL KU" as a seat of learning is located amidst the serene and scenic campus of the University of Kashmir in the lap of the world famous Dal Lake. The "FOL KU" was established way back in the year 1973. Initially LL.B 3 Years course was started followed by LL.M and Ph.D Programs in year 1982. BA.LL.B (5 Year integrated course) was started in the year 2011. The University of Kashmir accredited consecutively A-Grade by NAAC can safely be attributed to the Faculty of Law for its over-all contribution to the level of academic excellence that it has meticulously maintained over the past 40 Years of its existence as the premier institute in the University. Since its inception "FOL KU" has made significant contribution towards the over-all development of the Society. It is the largest Learning and Research Center in the University both in terms of the number of the students and the number of programmes offered. The course curriculum is in line with the Bar Council of India, Legal Education Guidelines, 2008. The department has also introduced the Choice Based Credit System at LL.M level from the year 2015.

Whereas, the SLS, CUK and FOL KU desires to establish academic collaboration with the institutions of excellence in the field of Law, social science and other disciplines in India and other countries abroad, the NLU is one among such recognised institutions and seeks to promote the institutional collaborations for academic, research and publication and FOL KU was

adjudged as the best faculty of law compatible with National Law Schools of India by the team of Bar Council of India in its last visit, through this Memorandum of Understanding.

### **Scope of Agreement**

This Memorandum of Understanding is signed between the SLS, CUK as the First Party and, the National Law University (NLU), Delhi as Second Party and FOL, KU as third party for the purpose of Academic/ institutional Collaboration that will encompass exchange of students and faculty between the two parities as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmers that will be pursued in collaborative spirit. The collaboration between the First Party, the Second Party, and the third party shall be subject to following:

#### **I. TERMS AND CONDITIONS OF COOPERATION:**

1. The SLC, CUK, the NLU, and the FOL KU shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
2. The SLS, CUK, the NLU, and FOL, KU shall offer full time regular as well as optional courses to the undergraduate and post graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions.
3. The Ph. D candidates in interdisciplinary areas of research involving law from the NLU shall work under the supervision of the faculty at doctoral level. The financial implications shall be worked out on a case to case basis;
4. Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis;
5. Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
6. Ph. D Scholars of all the parties shall be allowed to make use of the library resources of each other and to have academic interaction with the faculty;

7. Research Scholars and Teaching Faculty of the SLS, CUK, NIJ and FOL, KU will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other agencies;
8. 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 on case to case basis;
9. In case of any dispute that may crop up during execution of MOU, the matter would be settled through arbitration to Arbitration Committee of a member nominated each by three parties.

## II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by SLS, CUK, NIJ and FOL, KU cooperates in building intellectual and research capacity and scholarship. Additional areas of cooperation may be added by written consent of all the parties. All the parties will act in good faith to ensure that the objectives in this Memorandum are realised.

## III. TERMS OF AGREEMENT

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.

## IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. In respect of each project and programmes of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks , copyright, patents, designs and confidential information pertaining there to)
2. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

V. NON-BINDING NATURE OF MEMORANDUM

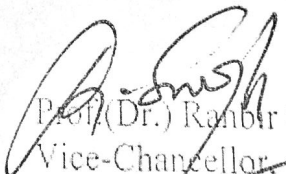
Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

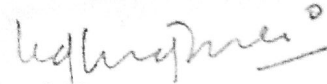
VI. TERMINATION

1. This memorandum shall come into force immediately upon its signature by the parties.
2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement
3. This Memorandum of Understanding can be terminated by any party by giving six months written notice to the other parties and without jeopardizing the coursework or registration of any of the students of any institution. The implementation and/or continuance prior to the effective date of termination shall not be affected by the termination shall not be affected by the termination of this Memorandum.
4. The Central University of Kashmir may place it before the Academic Council for ratification.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the three parties.

Prof.(Dr.) Mehraj-Ud-Din Mir  
Vice-Chancellor,  
Central University of Kashmir,  
Srinagar, Kashmir, J&K

  
Prof.(Dr.) Rambir Singh  
Vice-Chancellor,  
National Law University  
Delhi

  
Prof. K. Iqbal Indrabi  
Vice-Chancellor,  
University of Kashmir  
Hazratbal, J&K

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.


V. NON-BINDING NATURE OF MEMORANDUM

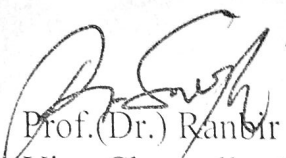
Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

VI. TERMINATION

1. This memorandum shall come into force immediately upon its signature by the parties.
2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement
3. This Memorandum of Understanding can be terminated by any party by giving six months written notice to the other parties and without jeopardizing the coursework or registration of any of the students of any institution. The implementation and/or continuance prior to the effective date of termination shall not be affected by the termination shall not be affected by the termination of this Memorandum.
4. The Central University of Kashmir may place it before the Academic Council for ratification.

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

  
Prof.(Dr.) Mehraj-Ud-Din Mir  
Vice-Chancellor,  
Central University of Kashmir,  
Srinagar, Kashmir, J&K

  
Prof.(Dr.) Ranbir Singh  
Vice-Chancellor,  
National Law University  
Delhi

Prof. K.Iqbal Indrabi  
Vice-Chancellor,  
University of Kashmir  
Hazratbal, J&K