**MEMORANDUM OF UNDERSTANDING**

**School of Law**

**University of Kashmir**

**&**

**General Officer Commanding**

**31 SUB AREA.**

**MEMORANDUM OF UNDERSTANDING**

**1.PARTIES**

This Memorandum of Understanding hereinafter referred as ‘Memorandum’ or ‘MOU is made on…………. between the School of Law, University of Kashmir (hereinafter referred as First Party) and GOC, 31 Sub Area (hereinafter referred as Second Party) which expression shall be repugnant to the context or meaning thereof, include its successors, representatives and permitted assignees on part of the first and second parties.

**2.THE MANDATE OF THE MEMORANDUM**

WHEREAS, the parties are interested in collaborating in connection with the objectives set out in the Memorandum,

WHEREAS, each party is expected to act in good faith in accordance with this memorandum.

WHEREAS, first party will conduct expert lectures, seminars, workshops, internships, visits to Courts as part of the MOU for exposure of students on behalf of the second party.

**3. DEFINITIONS AND INTERPRETATIONS**

3.1 MOU shall mean this Memorandum of Understanding executed **between the School of Law, University of Kashmir and GOC, 31 Sub Area**

3.2 Party or Parties shall mean the School of Law, University of Kashmir individually and collectively.

3.3 The headings/subheadings/titles/sub titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses which shall be interpreted solely in light of the contents thereof.

3.4 The use of words singular includes the use of plural and vice versa and the masculine gender includes the feminine wherever applicable.

**4. FOCUS AREA**

4.1 Student Internship

4.2 Expert lectures

4.3 Court Visits

4.4 Consultancy/ADR exposure

Cost of all such activities to be borne by the First party from the respective college fund.

**5. RESPONSIBILITIES AND DUTIES**

5.1 First party to provide the infrastructure, LED projectors, expert lectures, research, library etc.

5.2 First party in consultation with the second party shall plan excursions for court visits, vidhan sabha, AFT etc.

5.3 First party to create awareness regarding internships/scholarship programmes.

**6. CERTIFICATION**

6.1 Upon completion of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a joint assessment shall be carried out by first party and a certificate shall be issued to the students/

**7. AUTHORITY TO BIND**

7.1 No Party shall act on behalf of the other party to bind the party without obtaining the clarification and legal consent.

**8. TERMINATION**

This memorandum shall be effective from the date it is signed and continue for an initial period of five years unless renewed on mutually agreed terms and conditions for further period. Only during the initial term or renewal, either party may terminate only if:-

1. force majeure in case of rioting, floods, earthquake etc,
2. by mutual consent with the notice period of one month without prejudice to certification

**9. AMENDMENTS TO THE MOU**

No amendment shall be made unless ratified in writing by both the parties.

**10. SEVERABILITY**

If any part, term or provision of this MOU is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination.

**11. ARBITRATION**

All disputes/differences or claims arising out of but not limited to this MOU shall be referred to arbitration. Any party shall give written notice and within 15 days of the receipt the parties or their nominees shall meet to resolve differences amicably. If the same is not arrived within a month the same is to be referred to arbitration. The place of arbitration

**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 two parties.

Maj Gen PB S Lamba Prof. Mohammad Hussain

GOC, 31 Sub Area Head & Dean

BB.Cantt. Srinagar School of Law, University of Kashmir

**Witnesses:**

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