

185



**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
CENTRAL UNIVERSITY OF PUNJAB, BATHINDA  
AND  
RAJIV GANDHI NATIONAL UNIVERSITY OF LAW, PUNJAB



**PREAMBLE**

The Central University of Punjab, Bathinda hereinafter referred to as "CUPB" established in 2009 (Central Universities Act, 2009, Act No. 25 of 2009) with the object to provide wide range of instructional and research facilities across integrated and cross disciplines, promote innovation in teaching, learning and research, and cross pollinate new ideas, new technologies and new world views. It aims to create ignited workforce responsive to regional, national and global needs in tune with the requirement of academia, industry and business. Hitherto the University has established total 9 Schools and 19 Centres carrying out teaching and research activities in areas ranging from Sciences, Technology, Humanities, Social Sciences and Laws. Legal education at Doctoral Level and Masters Level is being imparted under the School of Legal Studies and Governance through Centre for Law offering specialization in Environmental Law, Human Rights Law and Corporate Laws.

The Rajiv Gandhi National University of Law, Punjab situated at Patiala, hereinafter referred to as "RGNUL" is a premier Institute established in 2006 by Punjab Government (Punjab Act No. 12 of 2006). The RGNUL was established to satisfy the need of having a centre of excellence in legal studies in the Northern part of the country. RGNUL is affiliated to UGC and approved by Bar Council of India. In a short span of time RGNUL has established a number of specialised centers in its campus catering to the myriad of needs of its students. The most important among them are the following:

- Centre for Advanced Studies in Criminal Law (CASCL)
- Centre for Consumer Protection Laws and Advocacy (CCPLA)
- Centre for Advanced Study in International Humanitarian Law (CASH)
- RGNUL Institute of Competitive Exams (RICE)
- School of Agricultural Law and Economics (SALE)

The University is committed to achieve every object along with the objective of RGNUL, as enshrined in the RGNUL Act, 2006, inter alia, includes "To liaise with institutions of higher learning and research in India and abroad".

Whereas, the RGNUL desires to establish academic collaboration with institutions of excellence in the field of law, Social Science and other disciplines in India and other countries abroad and the CUPB is one among such recognized institutions and seeks

to promote the institutional collaborations for academic, research and publication through this Memorandum of Understanding.

### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the Central University of Punjab, Bathinda and Rajiv Gandhi National University of Law, Punjab (RGNUL) for the purpose of Academic/institutional Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. The collaboration between the RGNUL and the CUPB shall be subject to following:

### TERMS AND CONDITIONS OF COOPERATION:

1. The CUPB and the RGNUL 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 CUPB and the RGNUL may 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 CUPB/RGNUL may work under the supervision of the faculty members of CUPB/RGNUL or if agreed, jointly supervised by the faculty members from the two parties;
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 both 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 both the CUPB and the RGNUL will explore possibility of taking up collaborative research work in the area of law and also apply for funding from national and international agencies, governments and other funding 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;
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 two parties and one member will be jointly nominated by two parties.

## **II. AREAS OF COOPERATION**

This Memorandum expresses a mutual desire by CUPB and the RGNUL co-operates in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

## **III. TERMS OF AGREEMENT**

Progress in realizing the terms and conditions referred to herein will be reviewed annually 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 thereto).
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

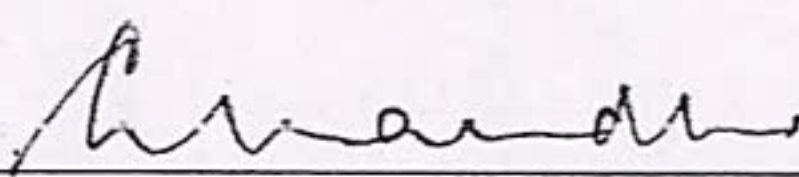
Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

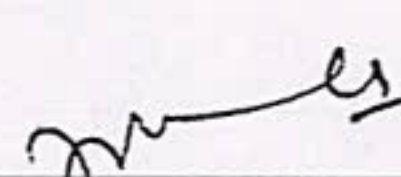
#### V. TERMINATION

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 subject to the review of yearly progress by a Review Committee comprising of the Vice Chancellors of respective universities, or their nominees 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 either party by giving six months written notice to the other and without jeopardising the coursework or registration of any of the students of either institution. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

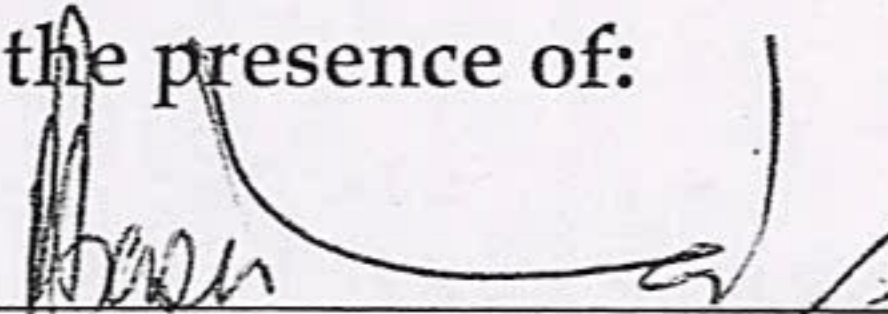
IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of understanding by the two parties.

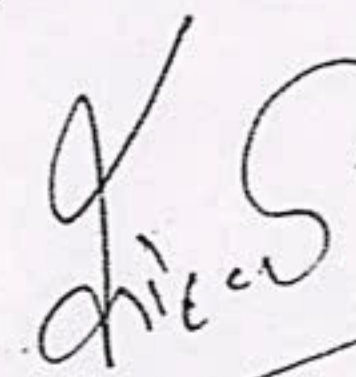
Signed this day on 10.06.2016

  
 Registrar  
 Rajiv Gandhi National University of Law  
 Patiala

  
 Registrar  
 Central University of Punjab  
 Bathinda

In the presence of:

  
 Vice Chancellor  
 Rajiv Gandhi National University of Law  
 Patiala

  
 Vice Chancellor  
 Central University of Punjab  
 Bathinda