



### ACADEMIC PROGRAM AGREEMENT

### **BETWEEN**

### THE UNIVERSITY OF CONNECTICUT SCHOOL OF LAW

AND

THE TAMIL NADU DR.AMBEDKAR LAW UNIVERSITY





### ACADEMIC PROGRAM AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT SCHOOL OF LAW AND THE TAMIL NADU DR.AMBEDKAR LAW UNIVERSITY

This Academic Program Agreement ("Agreement") is made by and between the University of Connecticut, a constituent unit of the State of Connecticut system of higher education, having a principal place of business in Storrs, Connecticut, United States of America and having a School of Law located in Hartford, Connecticut, United States of America ("UConn") and the Tamil Nadu Dr. Ambedkar Law University having a Faculty of Law located in Chennai, India ("TNDALU") (each individually a "Party" and collectively the "Parties").

### BACKGROUND

To enhance the educational curriculum of their respective institutions, UConn and TNDALU desire to engage in cooperative efforts to affect the academic mobility of faculty, staff and students and to create means by which their respective students can pursue a masters' degree in law or its equivalent at the partner institution in accordance with the terms and conditions contained herein. This collaboration will contribute to increased global understanding of the law across jurisdictions and provide opportunities for students and faculty to enhance their understanding of international and comparative law through exchanges and graduate studies at the masters' level.

### TERMS AND CONDITIONS

### 1. TERM, AMENDMENT AND TERMINATION

- **1.1. Term**: This Agreement will be in effect for a period of 5 years commencing on the date upon which the Agreement is fully executed by the Parties.
- **1.2. Renewal:** Prior to the expiration of this Agreement, the Parties may extend this Agreement, expressly and in writing, for successive periods of five years.
- **1.3. Amendment**: Any modifications to this Agreement may only be made by written amendment between the Parties.
- 1.4. Termination for Convenience: Either Party may terminate this Agreement for any reason upon twelve months' written notice to the other Party in accordance with Section 6 below, provided, however, if an imbalance of participants exists between the Exchange Programs when notice of termination is received, the Party who is at a deficit in hosting participants will continue to receive participants until the imbalance has been resolved.

1.5. Termination for Cause: Either Party may terminate this Agreement for cause upon 30 days' written notice to the other Party in accordance with Section 6 below. In the event of such termination, the parties agree that any students currently participating in this Exchange Program will be able to complete their respective academic semester.

### 2. LLM PATHWAYAND MOBILITY PROGRAM

- **2.1.** The Programs established pursuant to this Agreement will be encouraged providing that no safety, security, export and public health issues are of concern.
- **2.2.** UConn and TNDALU agree to create means by which their respective students can pursue a masters' degree in law or its equivalent at the partner institution in accordance with Attachment 1 hereto ("LLM Pathway Program").
- 2.3. UConn and TNDALU further agree to encourage the mobility of faculty and staff and the exchange of ideas, documents and materials through a faculty and staff mobility program in accordance with Attachment 2 hereto ("Mobility Program").
- **2.4.** References made in this Agreement to the "Programs" shall collectively mean the LLM Pathway Program, and the Mobility Program.

### 3. STUDENT CONDUCT

- 3.1. Participating Students (as defined in the attachments) remain subject to the Home Institution's policies, procedures, rules, regulations or codes of conduct as well as any policies, procedures, rules, regulations or codes of conduct of the Host Institution. Violations of either Party's policies, procedures, rules, regulations or codes of conduct by a Participating Student, regardless of location, may lead to disciplinary action by the Host Institution and/or the Home Institution against a Participating Student.
- **3.2.** If the Host Institution becomes aware that a Participating Student is the victim of, or accused of, a crime, violation or alleged violation of any of its policies, procedures, rules, regulations or codes of conduct, the Host Institution shall respond in accordance with the following requirements:
  - (a) Upon becoming aware that a Participating Student is the victim of, or accused of, a crime, violation or alleged violation of any of the policies, procedures, rules, regulations or codes of conduct of the Host Institution, including sexual harassment or assault, the Host Institution shall immediately, in accordance with local laws applicable to each Party, provide sufficient information to the Home Institution regarding or relating to the alleged violation to allow the Home Institution to comply with its applicable laws, policies, procedures, rules or regulations. Such information shall be provided regardless of the Participating Student's request for confidentiality.
  - (b) If a Participating Student is an alleged victim/survivor, the Host Institution must advise him or her of all reporting options, as well as legal, counseling, academic, and medical resources that may be available to him or her. If a Participating Student is the accused, s/he shall receive written notice from the Host Institution of each allegation, a copy of the complaint, if written, and any documents or other materials in support thereof. A copy of the notice, complaint and all other documents and materials will also be provided to the Home Institution to the extent permitted under local law. The accused must also be advised of any resources that may be available.
  - (c) The Host Institution shall promptly, thoroughly, and objectively investigate every complaint involving a Participating Student and afford the Home Institution a reasonable opportunity to have its designated representative(s) present for all proceedings, including interviews and hearings, involving

the Participating Student's case to the extent permissible under the Host Institution's policies and procedures. In the event the Home Institution cannot or elects not to be present, the Host Institution will share with the Home Institution any information gathered during the course of its investigation, including, but not limited to, the identity of all witnesses and copies of any recordings, transcripts, and notes.

- (d) In matters involving a Participating Student accused of or alleging sexual harassment or sexual violence, the Home Institution shall also have the right to be privy to, and to participate, through its designated representative, in the Host Institution's investigation to the extent permissible under the Host Institution's policies and procedures.
- (e) In addition to the requirements set forth above, in all cases involving allegations or threats of physical violence, intimidation, sexual harassment (including sexual violence, intimate partner violence or stalking), or possible danger to a Participating Student, the Host Institution agrees to exercise reasonable efforts to:
  - 3.2.e.1. Promptly consider any requests by the Participating Student initiating the complaint to change his/her housing, including, but not limited to, dormitories, homes and apartments; and academic assignments which should include any classes and activities connected with the Participating Program;
  - 3.2.e.2. Promptly carry out a risk assessment and take appropriate intermediate action (based on the results of the risk assessment) that may be necessary to protect the victim in the institutional setting, including: separating the accused from the victim by issuing no contact orders, limiting the accused's access to campus and/or the Participating Program's activities, or requiring the accused to change housing arrangements pending the outcome of the proceedings;
  - 3.2.e.3. Promptly take steps to prevent retaliation; and
  - 3.2.e.4. Promptly notify the Home Institution of the final disposition of such cases and, upon request, provide copies of all materials relative to the investigation.
- (f) If the accused is found responsible by the Host Institution in any such case, the Host Institution shall take measures which, at the very minimum, keep the accused separated from the victim for the duration of the Participating Program and take all necessary action required to deter any future harassment or retaliation.
- (g) Notwithstanding any of the foregoing, the Home Institution reserves the right to conduct its own investigation. Such an investigation may be conducted by (1) using the information it receives from its participating student and from the Host Institution, (2) de novo or (3) a combination of both. The Home Institution may, upon completion of its own investigation, hold a de novo hearing and implement sanctions in accordance therewith, which sanctions may be in addition to any imposed by the Host Institution.

### 4. FINANCIAL RELATIONSHIP

Nothing in this Agreement shall be construed as creating any financial relationship between the Parties. Any subsequent agreement as to costs or fees related to the Programs shall be made in writing between the Parties.

### 5. MISCELLANEOUS

- 5.1. <u>Use of Name(s). Mark(s) or Logo(s)</u>: Each Party agrees it will not use the other Party's name(s), mark(s) or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without prior written consent of the other Party. Prior written consent will not be required for use of the other Party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- 5.2. Liability: Neither Party shall be responsible to the other Party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
- 5.3. Applicable Law: All programs, research, teaching and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Party. In the case of UConn, these are the laws, rules, and regulations of UConn, the State of Connecticut and the United States. In the case of TNDALU, this will be conducted in accordance with the laws, rules, and regulations of Chennai, India.
- **Family Educational Rights and Privacy Act.** TNDALU acknowledges that it may be given access to UConn student education records in the course of performing its obligations pursuant to this Agreement. TNDALU acknowledges that such information is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and agrees that it will utilize such information only to perform its obligations under this Agreement and for no other purpose. TNDALU further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates.
- 5.5. Export Control. Notwithstanding anything contained in this Agreement, the Parties are subject to laws and regulations controlling the export of commodities, software, technology and services within their respective countries, including the Export Administration Regulations and the International Traffic in Arms Regulations. Participation hereunder is contingent on compliance with these laws and regulations. The transfer of certain items and information, or the provision of certain services, may require a license from the respective agency of the government and/or written assurances by the collaborating partner(s). While the Parties may endeavor to secure any necessary license, UConn cannot guarantee that such licenses will be granted.
- **Assignment and Exclusivity:** This Agreement may not be assigned by either Party without prior written consent of the other Party. This Agreement is entirely non-exclusive and will not preclude either Party from fully engaging in agreements and relationships with other schools and institutions internationally.
- **Force Maieure:** If the performance of obligations under this Agreement is rendered impossible or hazardous, or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either Party, then each Party's obligations to the other under this Agreement shall be excused and neither Party shall have any liability to the other under or in connection with this Agreement.
- **Statutory Authority:** UConn is authorized to enter into this Agreement under sections 10a-104, 10a-108, and 10a-110 to 10a-110g of the General Statutes of the State of Connecticut as amended to date.
- **Insurance:** Each Party agrees to procure and maintain, at its own cost, sufficient insurance coverage, including public liability insurance or equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this Agreement.

Each Party agrees to provide evidence of such insurance to the other Party on that Party's reasonable request.

5.10. Dispute: If any disputes arise out of this Agreement, the Parties agree to seek non-litigious means to resolve them. The Parties shall attempt to resolve any dispute through collaboration.

### 6. NOTICE

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and directed to the contact below with a copy to the Coordinating Representative designated in Section 7 as follows:

If to UConn:

Director of Global Partnerships

Address:

Contact:

Global Affairs

University of Connecticut

368 Fairfield Way, U-4182 Storrs, CT, USA 06269-4182

United States of America

Email:

global@uconn.edu

Website: http://globalpartnerships.uconn.edu If to TNDALU

Contact: Registrar,

Address: The Tamil Nadu Dr Ambedkar Law

University

TDr DGS Dinakaran Salai Chennai 600028, Tamil Nadu

India

Email:

registrar@tndalu.ac.in

Website:

https://www.tndalu.ac.in/

### 7. COORDINATING REPRESENTATIVES

Each Party appoints the following Coordinating Representative to administer and coordinate all aspects of the Programs:

UConn: Contact:

Director of Graduate & Exchange

**Programs** 

Address: School of Law

University of Connecticut

United States of America

39 Elizabeth Street, Thomas J. Meskill

Law Library

Hartford, CT 06105

+1 860-570-5172

Phone: Email: yan.hong@uconn.edu

Website: law.uconn.edu

TNDALU

Contact: Registrar

Address: The Tamil Nadu Dr Ambedkar Law

University

Dr DGS Dinakar Salai

Chennai 600028

Tamil Nadu

India

Phone:

+91 44 24641919

registrar@tndalu.ac.in

Email: Website:

https://www.tndalu.ac.in/

### 8. ENTIRE AGREEMENT

This Agreement and addenda (if any) constitute the entire agreement between the Parties, and supersede all other promises, verbal or written agreements, negotiations, prior understandings or representations of any kind relating to the subject matter of this Agreement that precede the date of this Agreement.

### 9. POWER TO EXECUTE AND COUNTERPARTS

The Parties hereto have caused this Agreement to be executed and the undersigned persons certify that they are duly-authorized to execute on behalf of their institutions as of the dates indicated below. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the dates set forth below.

UNIVERSITY OF CONNECTICUT	TNDALU
By: O QNIA WELLOW Professor Daniel Weiner, Ph.D. Vice President for Global Affairs	By:
Date: 10 14 2023	Registrar (i/c) Date And
AND	
By: S. Nelson, J.D. Eboni Nelson, J.D. Dean, School of Law	By:  Date: 11, 12, 23  Professor (Dr) V. Balaji  Dean, Academic Affairs
Date: 8.9.2023	Date:
	1 4 JUL 2023

### ATTACHMENT 1

### **LLM PATHWAY PROGRAM**

### i. DEFINITIONS

- 1.1. "Home Institution" is the TNDALU.
- 1.2. "Host Institution" is the UConn Law.
- 1.3. "LLM Program" refers to a degree program leading to a master's in law (LLM) or its equivalent at the Host Institution which, according to the normal course of study, can reasonably be completed in one academic year.
- 1.4. "Party" or "Institution" will refer to UConn and TNDALU individually, and "Parties" or "Institutions" refers to UConn and TNDALU jointly.
- **1.5.** "Participating Student" means a student from the Home Institution enrolled in an LLM Program at the Host Institution.

### 2. PROGRAM IMPLEMENTATION

- 2.1. The Host Institution will provide the Home Institution with materials relating to any available LLM Programs each academic year, including any applicable rules, regulations and academic policies of the Host Institution, as well as information concerning safety and emergency procedures, emergency phone numbers, and other pertinent information.
- 2.2. Under the LLM Pathway Program, the Home Institution will seek to identify and nominate students who would be exceptional candidates for a LLM Program at the Host Institution. Students must be recent graduates or current students of the Home Institution having completed no less than three years of law school at the Home Institution.
- 2.3. Selection and Nominations by Home Institution.
  - (a) In order to nominate students pursuant to this Agreement, the Home Institution will establish a competitive selection process ("Selection Process") to identify students who would be exceptional candidates for a Host Institution LLM Program.
  - (b) The criteria used in the Selection Process shall include, at a minimum: academic achievement, the overall rigor of the student's course of study at the Home Institution, command of the language of instruction at the Host Institution, and involvement in extracurricular and/or professional development activities.
  - (c) The Home Institution may impose its own additional criteria consistent with its own internal policies and requirements.
  - (d) Students shall not be required to pay a fee to the Home Institution to be considered for a nomination.

- (e) The Home Institution may, at its sole discretion, nominate up to 5 students each academic year. In the event that more than one student is nominated, the Home Institution may rank the nominated students according to their performance in the competitive selection process and communicate that ranking to the Host Institution.
- (f) The Home Institution will complete the Selection Process and nominate students in sufficient time to permit any nominated students to submit a completed application form and/or other documentation as required by the Host Institution. Students nominated by the Home Institution must submit a completed application and required documentation by February 15 (to be considered for admission for the subsequent fall semester) or October 15 (to be considered for admission for the subsequent spring semester).

### 2.4. Admittance of Nominated Students at Host Institution.

- (a) Students nominated for the LLM Pathway Program will be considered for admittance to a Host Institution's LLM Program as well as for a merit scholarship award which shall not exceed 50% of academic fees needed to complete the LLM Program in one academic year.
- (b) The Host Institution will conduct its own independent evaluation of the nominated student's application and accompanying documentation to determine both whether to admit the student as well as whether to award a merit scholarship and in what amount.
- (c) Merit scholarships under LLM Pathway Program may be awarded solely on the basis of the individual academic merit of the nominated student; no student may receive a merit scholarship solely by virtue of having been nominated by the Home Institution. The Host Institution shall, however, consider the Home Institution's nomination (and ranking, if applicable) as factors to be weighed in the determination of the merit-scholarship award for the student, if any.

### 2.5. Participating Students.

- (a) Students who matriculate in an LLM Program at the Host Institution shall be limited to the study of Law in an available and agreed upon LLM Program. Students who seek to study subjects other than Law may only do so if such non-Law study is permissible or required under the rules, regulations, or policies governing the LLM program in which the student is enrolled.
- (b) The Host Institution will inform Participating Students of their responsibility to obtain the necessary immunization and health insurance, as required by the Host Institution, prior to departure, which must be valid for the duration of their stay in the country of the Host Institution
- (c) The Coordinating Representatives of each Party will provide the other with any required information and documentation in a timely fashion, so that all Participating Students can obtain the required visa permits, health insurance coverage and immunizations prior to arrival at the Host Institution. Participating Students are responsible for their travel, visa, health insurance, immunizations, books and equipment, transcript fees as well as all associated costs.
- (d) The Host Institution will make all reasonable efforts to provide Participating Students with access to, or facilitate the acquisition of, safe and clean housing that will allow Participating

Students to live in proximity with other students at the Host Institution. The Participating Student is responsible for securing and paying for their own housing. UConn shall provide students with a list of local rental agencies and publications for available rental properties.

- **2.6.** Representatives from the Home Institution may visit the Host Institution to monitor and evaluate the LLM Program as needed.
- 2.7. The Host Institution will make available any co- and extra-curricular activities to the Participating Students as are normally provided to the Host Institution's students.

### 3. TUITION/FEES & COSTS

- 3.1. <u>Tuition and Fees</u>: Participating Students enrolled in a LLM Program are responsible for any tuition and/or fees related to the LLM Program which exceed any merit scholarship award referred to in Section 2 of this Attachment 1.
- 3.2. <u>Miscellaneous Costs</u>: Participating Students may be required to pay fees to the Host Institution for the use of non-academic or non-obligatory facilities, services, and functions on a fee-for-service basis, as required by the Host Institution's standard procedures. Participating Students are also responsible for all miscellaneous costs, including but not limited to, costs related to housing/accommodations, living, books, equipment, transcript fees and all other miscellaneous expenses during the program.

### **ATTACHMENT 2**

### **FACULTY & STAFF MOBILITY PROGRAM**

### 1. DEFINITIONS

- 1.1 "Home Institution" is the University from which the faculty and staff are originating.
- 1.2 "Host Institution" is the University to which the faculty and staff are visiting during the mobility period.
- 1.3 "Party" will refer to UConn and TNDALU individually, and "Parties" refers to UConn and TNDALU jointly.
- 1.4 "Mobility Program" means an educational program which permits Participating Individuals to temporarily attend the Host Institution for an agreed duration on a reciprocal basis.
- 1.5 "Participating Individuals" mean faculty and staff of the Home Institution approved by the Home Institution to participate in the Mobility Program at the Host Institution.
- 1.6 "Mobility Period" refers to the mutually agreed upon duration of a Participating Individual's attendance at the Host Institution.

### 2. IMPLEMENTATION

- UConn and TNDALU will name faculty or staff who wish to participate in the Mobility Program. The Parties will select participants and determine the length of each Mobility Period in accordance with the procedures and requirements established by the Parties.
- 2.2 Participating Individuals and/or their Home Institution are responsible for all expenses associated with their participation in the Mobility Program, including, but not limited to, travel expenses, visa fees, living expenses, health insurance, and any evacuation and repatriation insurance, unless such expenses are included in applicable grants or a stipend. The Host Institution will provide orientation and assistance in finding transportation, housing, and food.
- 2.3 The number of Participating Individuals will be determined on a case by case basis by the Parties, and reasonable efforts will be made to ensure reciprocity and equivalency in both exchange balance and teaching/research/working hours.
- 2.4 Participating Individuals will be governed by the policies, procedure, rules, regulations and customs of both the Host Institution and their Home Institution during the Mobility Period.
- 2.5 Participating Individuals will continue to be remunerated by their Home Institution and will continue to receive all employment benefits associated with their role at their Home Institution. The Participating Individuals will not receive any compensation, employment benefits or otherwise from the Host Institution during the Mobility Period. In no event shall a Participating Individual be considered an employee of the Host Institution.
- Any publications resulting from activities performed within the framework of this Mobility Program shall be approved by both Parties prior to release. Publications should state that the work was made possible by virtue of this Agreement. The ownership of the intellectual property or

research findings will be established according to the regulations of each Party and, if necessary, resolved by subsequent mutual agreement between the Parties. If the intellectual property or research findings are a product of a joint effort, both Parties will acknowledge the rights of the researchers to sign as authors on all documents to which they have a legal right and share ownership.

### MEMORANDUM OF UNDERSTANDING

**BETWEEN** 



### THE TAMILNADU Dr. AMBEDKAR LAW UNIVERSITY



**AND** 



### **GUJARAT MARITIME UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this day 12.7.2023 by and between **Tamil Nadu Dr Ambedkar Law University**, "Poompozhil", No.5, Dr. D.G.S. Dhinakaran Salai, Chennai, Tamil Nadu - 600 028 and **Gujarat Maritime University**, transitory campus at GNLU, Attalika Avenue, Knowledge Corridor, Koba, (Sub P. O.), Gandhinagar, Gujarat – 382 426. Both the Tamil Nadu Dr Ambedkar Law University and Gujarat Maritime University shall also be collectively referred to as the "Parties" or the "Institutions."

### **RECITALS**

WHEREAS, the Tamil Nadu Dr Ambedkar Law University and Gujarat Maritime University desire to establish certain exchange programs beneficial to the respective educational institutions and to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of earning as it may deem fit and it shall endeavor to provide students and teachers the necessary atmosphere and facilities for the promotion of Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality, Studies in various disciplines, Interdisciplinary and multidisciplinary studies, National integration, secularism and international understanding.

NOW, THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows:

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### **TERMS**

### 1. Purpose of the MOU: Definition.

- 1.1 The primary objective of this MOU is to create a means for cooperative efforts between the Tamil Nadu Dr Ambedkar Law University and Gujarat Maritime University to affect the academic and interchange of faculty, postdoctoral fellows, and students, and clinical, academic and research information between the two Institutions.
- 1.2 The Parties agree that this MOU will provide the foundation and framework for later particular projects, developed by clinical, academic and administrative units from the two Institutions, to be agreed upon in other separate written agreements.

### 2. Areas of Collaborations.

Pending approval by the Vice-Chancellor or Director of both Institutions, the areas of potential collaboration between the Parties in the fields of education, Camp, Training, teaching, research and innovation shall include, but not be limited to:

### 2.1 Legal Literacy Programme

Being the part of the largest democracy, knowledge of law serves the people with the tool of power and self realization. Legal Literacy Programme will ensure equality and freedom of every citizen of the country at all levels to create a vigilant, sensitive and enhanced society.

### 2.2 Faculty Exchange Programme

To promote innovative teaching and research collaboration to the faculties of both institutions to get exposure to different course/ subject, study environments and teach cross-cultural management, which is very important in this era of globalization. Mutual learning experience, exposure, and growth opportunities will benefit faculties of both the institution.

### 2.3 Student Exchange Programme

Students experiencing a different educational system can be a great advantage for entering the job market. It helps students gain the necessary transferable skills that they need for their future career pathway. Exposure to a different educational environment allows students to

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broaden learning perspectives which will make them gain a sense of independence while broadening their educational qualifications.

### 2.4 Promote Academic Activities

To provide opportunities for both faculty members and students to use the expertise and facilities available in both institutions through training of students/ staff and through the exchange of thoughts by Brainstorming Sessions /Training/ Seminars/ Workshops /Conferences /Symposiums both at the National and International level to enhance the quality of teaching training and research activities.

### 2.5 Research Collaborations

To share research infrastructure and expertise available to work jointly for the common research interest at the National and International level this includes preparation of research proposals and their implementation under mutually agreed framework. All research and other activities conducted under this MOU must be conducted in accordance with the laws, rules, and regulations applicable to each Institution. To support the exchange of academic and training material including access to library and other digital resources of each other.

### 2.6 Other Activities

To encourage any other activities that both the institutions agreed to be of mutual benefit.

### 3. Coordination Committee.

To facilitate this MOU, the Tamil Nadu Dr Ambedkar Law University and Gujarat Maritime University, Collaboration Coordination Committee (CCC) will be formed. The CCC will be composed of members from both Institutions with one Chair and one Liaison from each Institution.

### 4. Relationship of the Parties.

This Memorandum of Understanding is a non-contractual, non-binding statement of the Parties' desire to engage in the exchange programs and activities outlined herein. This Memorandum of Understanding is not binding or enforceable on either Party by the other, and creates no legal responsibilities or obligations. In no event shall either Party be liable to

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the other for any direct, indirect, consequential, special (including multiple or punitive), or

incidental damages of any kind arising from, and/or related to this MOU.

5. Financial commitment

This MOU is a cooperative and collaborative understanding for academic excellence and

enhancement of quality of research activities shall not create any legal and or financial

commitment whatsoever on either of the parties here to except as may be provided in

activities specific agreements that may be entered into subsequently.

6. Validation Period of this MOU

As stated in Section 1.2 above, this Memorandum of Understanding is intended only to

provide a framework for separate and more formal and detailed written agreements by and

between the Parties with regard to particular exchange and academic endeavors. In this

context, this MOU shall remain in place until:

6.1 Superseded by such a separate formal written agreement(s);

6.2 Terminated by either Party upon written notice of not less than ninety (90) days; or

6.3 At the latest, Five (5) years from the execution of the same, unless the Parties mutually

agree in writing to extend the same.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON

THE DATE SET FORTH ABOVE

Prof. (Dr) N.S Santhosh Kumar

Vice Chancellor

The Tamil Nadu Dr. Ambedkar Law

University, Chennai.

Place: Chennnai-600 028.

Date: 12.07.2023

Prof. (Dr) S Shanthakumar

Provost

Gujarat Maritime University,

Gandhinagar, Gujarat.

Place: Gujarat- 382 426.

Date: 12.07.2023



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30 JAN 2024

L No: 26/CH (S) 2010 dt 02-03-2011 No: M-10/22, Aishwarya Colony, Indira Nagar, Adyar, Chennai - 600 020, CY 581196
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MEMORANDUM OF UNDERSTANDING BETWEEN

The Tamil Nadu Dr. Ambedkar Law University, Chennai and

Tamil Nadu Physical Education and Sports University, Melakottaiyur, Chennai

600127 shall also be collectively referred to as the "Parties" or the "Institutions." Nadu Physical Education and Sports University, Melakottaiyur, Chennai Chennai - 600127 Both the Tamil Nadu Dr Ambedkar Law University and Tamil Tamil Nadu Physical Education and "Poompozhil", 5, Dr D.G.S. Dinakaran Salai, Chennai, Tamil Nadu - 600 028 and 2nd February 2024 by and between Tamil Nadu Dr Ambedkar Law University, THIS MEMORANDUM OF UNDERSTANDING ("MOU"). is made on this day Sports University, Melakottaiyur,

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### RECITALS

other educational exchanges of mutual interest. certain exchange programs beneficial to the respective educational institutions and to promote Education and Sports University, Melakottaiyur, Chennai - 600127 desire to establish WHEREAS, the TamilNadu Dr Ambedkar Law University and Tamil Nadu Physical the development of Sports Camp, games, joint studies, research and training activities, and

which is hereby agreed to and accepted, the Parties agree as follows: and in consideration of the mutual promises and covenants contained herein, the sufficiency of NOW, THEREFORE, in contemplation of the mutually beneficial relationships to be established,

### TERMS

# 1. Purpose of the MOU: Definition.

- academic and interchange of faculty, postdoctoral fellows, and students, and to exchanging Tamil Nadu Dr Ambedkar Law University and Tamil Nadu Physical Education and Sports 1.1 The primary objective of this MOU is to create a means for cooperative efforts between the clinical, academic and research information between the two Institutions. University, Melakottaiyur, Chennai - 600127 Sciences & Research Centre to affect the
- 1.2 The Parties agree that this MOU will provide the foundation and framework for projects, developed by clinical, academic and administrative units from the two Institutions, to be agreed upon in other separate written agreements.
- 1.3 "Home Institution" refers to the Institution sending its student(s), postdoctoral fellow(s), or electives, teaching and/or research. faculty member(s) to the other Institution for the purposes of study, learning, student clinical
- 1.4 "Receiving Institution" refers to the Institution hosting the visiting student(s), postdoctoral student clinical electives, teaching, and/or research. fellow(s), or faculty member(s) from the other institution for the purposes of study, learning

### 2. Areas of Collaborations.

and innovation shall include, but not be limited to: collaboration between the Parties in the fields of education, Camp, Training, teaching, research Pending approval by the relevant authorities of both Institutions, the areas of potential

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## 2.1 Medico legal Education

out prior to the visit. other's educational system and curriculum design. The Receiving Institution is expected to provide assistance in arrangements. A detailed schedule and plan of the visit must be worked 2.1.1 Both Institutions may send delegations to visit the other Institution to learn about the

specific written agreements prior to any such visit. visit and be involved in short-term teaching and/or consultation. Details will be delineated in 2.1.2 Both Institutions may also invite staff and/or faculty members from the other Institution to

# 2.2 Student & Staff Training/Orientation

facilities available in both institutions through training of students/ staff and through the of teaching training and research activities exchange To provide opportunities for both faculty members and students to use the expertise and Conferences /Symposiums both at the National and International level to enhance the quality of thoughts bу Brainstorming Sessions Training/ Seminars/ Workshops

## 2.3 Research Collaborations

interest at the National and International level including preparation of research proposals and academic and training material including access to library and other digital resources of each with the laws, rules, and regulations applicable to each Institution. To support the exchange of their implementation as per the National Health Priorities under mutually agreed framework. All research and other activities conducted under this MOU must be conducted in accordance To share research infrastructure and expertise available to work jointly for the common research

# 2.4 Medical Camp Including Fitness Camp

whenever it is required. These camps make sure people are getting healthcare and future at the intending to spread wellness and bring awareness among the Students/ Teaching and Nonteaching staffs to provide free medical advice, medicine and refer for specialized work out To organise medical camp including fitness camp in collaboration with both the institution

### 2.5 Other Activities

To encourage any other activities that both the institutions agreed to be of mutual benefit

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### . Coordination Committee

from both Institutions with one Chair and one Liaison from each Institution. Physical Education and Sports University, Melakottaiyur, Chennai To facilitate this MOU, the Tamil Nadu Dr Ambedkar Law University and Tamil Nadu Coordination Committee (UTCCC) will be formed. The UTCCC will be composed of members Collaboration

## 4. Relationship of the Parties

independent contractors representing their own respective independent Institutions. employees, servants or agents between the Parties. The Parties to this MOU are acting as This MOU shall not be construed to create a relationship of a joint venture, partnership, brokers, Institution will be responsible for paying their own employees (including faculty), and properly respect to any employee compensation for services provided in connection with this MOU, each withholding their own employees' taxes and other costs and fees as may be required.

kind arising from, and/or related to this MOU. indirect, consequential, special (including multiple or punitive), or incidental damages of any Understanding is not binding or enforceable on either Party by the other, and creates no legal desire to engage in the exchange programs and activities outlined herein. This Memorandum of This Memorandum of Understanding is a non-contractual, non-binding statement of the Parties' responsibilities or obligations. In no event shall either Party be liable to the other for any direct,

### 5. Financial commitment

This MOU is a cooperative and collaborative understanding for academic excellence and specific agreements that may be entered into subsequently. commitment whatsoever on either of the parties here to except as may be provided in activities enhancement of quality of research activities shall not create any legal and or financial

## 6. Validation Period of this MOU.

a framework for separate and more formal and detailed written agreements by and between the As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide Parties with regard to particular exchange endeavors. In this context, this MOU shall remain in

- 6.1 Superseded by such a separate formal written agreement(s):
- 6.2 Terminated by either Party upon written notice of not less than ninety (90) days; or
- in writing to extend the same 6.3 At the latest, Five (5) years from the execution of the same, unless the Parties mutually agree

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### 7. Effect and Termination

remain effective until any activities pursuant to such arrangements have been carried out to arrangements concluded under it will, subject to the mutual determination of both the parties, written notice to the other party. If this Memorandum of Understanding is terminated, any The Memorandum of Understanding may be terminated by either party by giving six months their completion.

The parties to this Memorandum of Understanding hereby confirm the agreement to its terms by the following signatures.

The Tamil Nadu Dr.Ambedkar Law University, Chennai-600 028.

Tamil Nadu Physical Education and Sports University, Meleakottaiyur, Chennai-600 127.

Col.Prof.(Dr).N.S.Santhosh Kumar

Vice -Chancellor

The Tamil Nadu Dr Ambedkar Law University, R A Puram,

Chennai - 600 028

Prof.(Dr.) M. Sundar

Vice -Chancellor

Tamil Nadu Physical Education and Sports
University, Melakottaiyur,

Chennai - 600 127

Prof.(Dr).Gowri Rameshoe of 844.

Registrar

The Tamil Nadu Dr Ambedkar Law

University, Chennai-600 028.

Dr. R. Ramakrishnan

Registrar i/c

Tamil Nadu Physical Education and Sports University, Melakottaiyur, Chennai - 600 127.

In Witness Where of the parties hereto have executed this MoU on the date forth above

Witness:

Witness:

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Registran Anna University Chennai -25

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### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and executed on this day <u>/५%</u> March 2024 at Chennai.

### **BETWEEN**

ANNA UNIVERSITY, an entity brought into existence by an Act of the Legislature of ₹amil Nadu, having its office and campus at Sardar Patel Road, Chennai – 600025, represented by the Registrar, Anna University, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the PARTY OF THE FIRST PART/ANNA UNIVERSITY/AU

### AND

The Tamil Nadu Dr Ambedkar Law University, an entity brought into existence by an Act of the Legislature of Tamil Nadu, having its office at "Poompozhil", No.5, Dr. D. G. S. Dhinakaran Salai, Chennai - 600028 represented by the Registrar, Tamil Nadu Dr Ambedkar Law University, which term shall unless repugnant to the context or meaning thereof hereinafter referred to as the PARTY OF THE SECOND PART / LAW UNIVERSITY / TNDALU. -Kamer 1

- A. Whereas 'Anna University' and 'Dr Ambedkar Law University' shall be referred to independently as 'Party', and collectively referred to as 'Parties'. The party of the First part and the party of the Second Part intend to collaborate on academic and research activities in various areas in the field of law morefully set out below and have accordingly entered into the instant Memorandum of Understanding on the terms and conditions set out hereunder:
- B. Whereas Anna University was established on 4th September, 1978 as a unitary type of University. It offers higher education in Engineering, Technology, Architecture and Applied Sciences relevant to the current and projected needs of the society. Besides promoting research and disseminating knowledge gained therefrom, it fosters cooperation between the academic and industrial communities. The vision of Anna University is to be a world class institution by producing professionals with high technical knowledge, professional skills and ethical values, and remain as a preferred partner to the industry and community for their economic and social development through excellence in teaching, research and consultancy. Anna University shall be recognized as a point of reference, a catalyst, a facilitator, a trend setter and a leader in technical education.
- C. Whereas The Tamil Nadu Dr Ambedkar Law University is governed by the Act of State Legislature [Act No.43 of 1997] for the advancement and dissemination of knowledge in learning, teaching and research in the field of law. His Excellency Shri. K.R. Narayanan, former President of India inaugurated it on September 20, 1997, and the University started from October 3, 1997 onwards. The University was named after the architect of the Indian Constitution Dr. B.R. Ambedkar. The University is recognized by the Bar Council of India (BCI) and University Grants Commission (UGC) (Sec. 2f and 12b of the UGC Act.). The University is also a member of the Association of Indian Universities (AIU), Association of Common Wealth Universities, U.K. and Indian Institute of Public Administration, New Delhi. This University is functioning as nodal agency to uplift the legal education in the State of Tamil Nadu. The School of Excellence in Law established by the University at its campus since 2002 has been modelled on the lines of other National Law Schools in the country.
- D. Whereas the Party of the First Part and the Party of the Second Part believe that collaboration and co-operation between themselves will promote more effective use

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of each of their resources and provide each of them with enhanced opportunities towards transdisciplinary approaches that aim to achieve optimal health outcomes recognizing the interconnection between people, animals, plants and their shared environment (One Health).

- E. Whereas the Parties intend to cooperate and focus their efforts on cooperation within area of Education, Research and Training including promoting interaction and collaboration between faculty, staff and students of both the parties through visits, carrying out joint research programmes, imparting training and biological resource sharing, on a reciprocal basis.
- F. Whereas, in order to fulfil the objectives above mentioned, the Parties have agreed to enter into an agreement on the terms and conditions enlisted hereunder:

### NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

### 1. PURPOSE / SCOPE:

The Tamil Nadu Dr Ambedkar Law University and Anna University desire to establish certain exchange programs beneficial to the respective educational institutions and to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavour to provide students and teachers the necessary atmosphere and facilities for the promotion of Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality, Studies in various disciplines, Interdisciplinary and multidisciplinary studies, National integration, secularism and international understanding.

### 2. Areas of Collaboration

AU and TNDALU agree to collaborate in the following areas:

2.1 Al and Legal Regulation: To explore the legal and ethical implications of artificial intelligence and its applications in various domains, such as health, education, commerce, governance, etc.

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- **2.2 Cybersecurity:** To develop and implement effective strategies and tools for protecting information systems and networks from cyber threats and attacks, and to promote awareness and education on cybersecurity issues and best practices.
- 2.3 Cyber Forensics: To investigate and analyze digital evidence from various sources, such as computers, mobile devices, cloud services, etc., and to apply forensic techniques and methods to support legal proceedings and law enforcement.
- **2.4 Cyber Security tools:** To design and develop software and hardware solutions for enhancing the security and resilience of information systems and networks, and to evaluate and test their performance and usability.
- 2.5 Technology for Cyber law: To study and apply the principles and rules of law governing the use and regulation of information and communication technologies, such as the Internet, social media, e-commerce, etc., and to address the emerging legal challenges and opportunities in the digital era.
- **2.6 Image processing and Forensics:** To process and analyze digital images from various sources, such as cameras, scanners, satellites, drones, etc., and to extract and interpret relevant information and features for various purposes, such as identification, authentication, verification, enhancement, restoration, etc.
- 2.7 Satellite/Drone imaging and its forensics: To acquire and process high-resolution images from satellites and drones, and to use them for various applications, such as mapping, monitoring, surveillance, disaster management, etc., and to investigate and analyze the images for forensic purposes.
- 2.8 Social Engineering: To understand and manipulate the human aspects of information security, such as behavior, psychology, emotions, trust, etc., and to use them for malicious or beneficial purposes, such as phishing, fraud, deception, persuasion, etc.
- **2.9 Device security/Computer security/Network Security**: To protect the confidentiality, integrity, and availability of data and devices, such as computers, mobile phones, tablets, etc., and to secure the communication and transmission of data over networks, such as the Internet, intranet, wireless, etc.

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### 3. Modes of Collaboration

AU and TNDALU agree to collaborate in the following modes:

- **3.1 Faculty Exchange:** To facilitate the exchange of faculty members between the two universities for the purpose of teaching, research, training, and development in the areas of collaboration.
- **3.2 Guest Lectures/ Workshops/Conferences:** To organize and participate in guest lectures, workshops, conferences, and other academic events related to the areas of collaboration, and to invite and host eminent speakers and experts from both universities and other institutions.
- **3.3 Student Exchange:** To facilitate the exchange of students between the two universities for the purpose of learning, research, internship, and project work in the areas of collaboration.
- **3.4 Value added Courses:** To offer and enroll in value added courses, such as certificate, diploma, or degree programs, in the areas of collaboration, and to recognize and award credits and qualifications accordingly.
- 3.5 Promote Academic Activities: To provide opportunities for both faculty members and students to use the expertise and facilities available in both institutions through training of students/ staff and through the exchange of thoughts by Brainstorming Sessions /Training/ Seminars/ Workshops /Conferences /Symposiums both at the National and International level to enhance the quality of teaching training and research activities.
- 3.6 Research Collaborations: To share research infrastructure and expertise available to work jointly for the common research interest at the National and International level which includes preparation of research proposals and their implementation as decided later under mutually agreed framework. All research and other activities conducted under this MOU must be conducted in accordance with the laws, rules, and regulations applicable to each Institution. To support the exchange of academic and training material including access to library and other digital resources of each other.

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- 3.7 Forensic Lab establishment: To set up a modern lab for the law students to learn and practice how to examine digital evidence, such as from computers, phones, etc., and to get official recognition as a digital evidence examiner.
- 3.8 Joint Application Development: To jointly design and develop software and hardware applications in the areas of collaboration, and to test and deploy them for various end-users and stakeholders, such as government, industry, academia, etc.

### SHARING OF IMPORTANT FACILITY

4.1 The two Universities agree to share their important R&D facilities on mutual consent.

### JOINT CONFERENCE/ WORKSHOP/ TRAINING PROGRAMMES 5.

**5.1** Both the Institutions agree to hold/ conduct whenever feasible, joint Conferences/ workshops/ training programmes/ webinars in the areas of mutual interest.

### JOINT PROPERTY

- **6.1** The Parties agree that any intellectual property rights arising from or in Connection with any programme or activity under this agreement, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon writing through an MoA specific to the case.
- 6.2 Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this agreement, unless otherwise mutually agreed upon un writing by the Parties.

### 7. NO MONETARY CONSIDERATION

7.1 No monetary consideration will be exchanged between the two institutions, nor will there be any reimbursements for expenses, or sharing of fees or profit arising from the instant agreement. Jun Ramer L

### 8. COMMUNICATION:

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents

### Nodal contacts are:

Anna University	TNDALU E
Dr. S. Chithra, Associate Professor, Department of Computer Technology, Anna University, MIT Campus, Chennai 600 044.	Dr. R. Deepalakshmi, Assistant Professor, Department of Computer Science, The Tamil Nadu Dr Ambedkar Law University, Chennai – 600 113.

### 9. CONFIDENTIALITY:

- 9.1 A Party in receipt of Confidential Information from the other Party must not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than:
- 9.2 For the purpose of carrying out this MOU, provided any disclosure is only to such of the receiving Party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this MOU as required by law

### 10. INDEMNITY

10.1 The parties agree to indemnify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of the Institutions under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Institution shall be liable for acts of the other, nor shall they be liable for the acts of students/faculties participating in the exchange.

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### 11. COMMENCEMENT, RENEWAL, TERMINATION, AMENDMENT AND SEVERABILITY

- 11.1 This MOU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for 5 years. This MOU may be renewed upon its expiry, with the agreement of both partner institutions.
- **11.2** If either partner institution wishes to terminate the MOU at the end of 5 years period, it must notify the other institution not less than 30 days to the expiry of the MOU.
- **11.3** This MOU may be terminated by either party upon giving 30 days' notice to the other Party.
- 11.4 This MOU or renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.
- 11.5 The amendment or termination of the agreement shall not be effective without deliberation between the parties, but if the deliberation does not lead to a mutually agreeable path forward for any reason, either party may terminate this agreement upon thirty (30) days written notice.

### 12. DISPUTE RESOLUTION

12.1 All disputes arising out of in connection with this Memorandum of Understanding shall be finally decided by Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as has been amended from time to time.

(Sole Arbitrator, Seat: Chennai, Language: English, Costs to be shared between the Parties equally, Applicable Substantive Law: Laws of the Republic of India)

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day, month and year, mentioned herein before.

For and on behalf of AU

The Registrar, Anna University, Chennai For and on behalf of TNDALU

The Registrar,

The Tamil Nadu Dr. Ambedkar Law

University

Witnesses (Name & Address)

(DT. S. CHITHRA) Associate professor,

Department of Computer Technology, Anna University, HIT campus.

Chennai - 44 Queskaran 14/3/2004

DIRECTOR PLANNING AND DEVELOPMENT ANNA UNIVERSITY, CHENNAI-600025 Witnesses (Name & Address)

Prof. Do. R. Haertha Devi Director, Revent Publications Stradenic Offices, TOVD ALU, Chennai.





### MEMORANDUM OF UNDERSTANDING (MoU)

### **BETWEEN**

### SURANA AND SURANA INTERNATIONAL ATTORNEYS

### AND

### SCHOOL OF EXCELLENCE IN LAW,

### TAMIL NADU DR. AMBEDKAR LAW UNIVERSITY

This MoU is entered into on the 14th February 2024 by and between:

**Surana & Surana International Attorneys** established in 1971 (hereinafter referred to as "SSIA") situated at International Law Centre, No. 61-63, Dr. Radha Krishan Salai, Mylapore, Chennai- 600004, Tamil Nadu, is a law firm engaged in providing professional legal & consulting services in India & abroad and is represented by its Partner, Mrs. Rashmi Surana.

and

School of Excellence in Law, Tamil Nadu Dr. Ambedkar Law University, established by an Act of the Tamil Nadu State Legislature [Act No.43 of 1997] (hereinafter referred to as "SOEL") situated at M.G.R. Salai, Perungudi, Chennai - 600 113, engaged in providing quality education in the field of law, and contemporary social, political, and economic issues from an interdisciplinary perspective, through its Registrar, Dr Gowri Ramesh.

WHEREAS SSIA has been ranked by leading International and National publications as among India's top law firms since 1998 and recommended as the "GO-TO" firm in South India for all types of legal & consulting work. SSIA is the world's first law firm to achieve ISO 14000, SA8000 and Asia's first ISO 9000 certifications. Presently, the firm maintains ISO 14001, ISO 9001, and ISO 45001 certifications. SSIA administers, sponsors, and hosts the world's largest moot court project, which has been highly acclaimed by the bar, bench, and academia for its contribution to developing advocacy skills among several generations of law students.

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WHEREAS SOEL established by the University in the year 2002, has been modelled on the lines of other National Law Schools in the country and has earned its name among top law schools in south India. It offers three years, as well as five years integrated bachelor's courses in law. The University has a Postgraduate and Research Centre, which offers Master of Law Degree Courses in eleven different specializations, doctoral programme as well as organizing research in diverse areas of Law.

SOEL desires to collaborate with SSIA in accordance with the terms and conditions set forth in this Memorandum of Understanding (MoU).

### 1. Objectives of the MoU

This MoU aims to promote legal, interdisciplinary research and training & recognition of the students and faculty in the 5 Year LLB and 3 Year LLB programme (a) through moot court competitions, seminars, lectures, and other academic initiatives; (b) leading to academic excellence, development of professional skills and (c) better career opportunities. Both parties aim to enhance legal education for the students, grant opportunities and provide them new experiences.

These initiatives include but are not limited to the following:

### A. Scholarship for law students as follows:

- a. SSIA will provide annual scholarships to (a) 5 law students belonging to the SC/ST category, (b) 5 law students belonging to the BC/MBC/OBC category and (c) 5 female law students from the general category. Each scholarship shall carry a cash prize of Rs. 10,000/- and a citation. The object is to encourage the study of law, reduce financial burden and foster diversity.
- b. SOEL shall issue a circular on the first working day of every calendar year to every class, on notice board(s) on campus and on its website regarding the Scholarship to all its students, collect the applications from interested students in the format provided by SSIA and send only the completed applications to SSIA. The selection shall be done

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by a panel consisting of 3 representatives from SSIA assisted by 2 representatives from SOEL.

- c. The criteria for the selection of students will be prepared by SSIA, with clear written inputs from SOEL. The criteria may include merit, financial need, extracurricular achievements, among others.
- d. SSIA will issue cheques/demand drafts of Rs, 10,000/- to each of the selected candidates. These scholarships will be presented to the selected candidates in an annual exclusive program hosted by SOEL in its auditorium. The scholarship distribution at this program shall be preceded by an annual law lecture by a legal luminary on a subject of topical importance. SOEL and SSIA will work to get a leading luminary as chief guest for such functions, such as the Chief Justice/Judges of the Supreme Court/ High Court, Attorney General of India, Advocate General, etc. SSIA shall provide Rs. 25,000/- to SOEL towards the organising of this program.

### B. Seminars & Conferences:

- a. SSIA and SOEL will design and deliver two law seminars/conference per annum for the law students of Chennai at SSIA's auditorium with the Vice Chancellor of SOEL,
  4 Senior faculty and 40 students of SOEL including all student recipients of SSIA Scholarships, apart from members of the bar, industry, etc., invited by SSIA.
- b. The parties shall invite at least 8 top students and law faculty members from each law school in the Greater Chennai region in order to benefit from their diverse views and perspectives as well as project the leadership of SOEL in their region.
- c. The topics are to be mutually decided by parties and may include emerging and/or popular legal topics such as Artificial Intelligence, Internet Security, Mediation, Hedging, Plea Bargaining, Technology Standups, Defence, Futures & Options, Crossborder Insolvency & Bankruptcy etc.
- d. The parties will arrange for acclaimed speakers.
- e. The parties shall jointly promote the seminars through their respective websites and channels to ensure maximum participation.

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f. Any costs, including travel expenses and honorarium of the invitees will be shared and managed as per mutual agreement between the parties.

### C. Moot Court Competition:

- a. SOEL shall organise an annual National Moot Court Competition on a mutually agreed topic with the object to (a) enhance legal research and writing skills, (b) hone oral advocacy, and (c) provide a simulated courtroom experience for students to develop practical legal skills in emerging fields of law.
- b. SOEL shall collaborate with SSIA in the conduct of the moot with joint emphasis on effective administration, transparency, and cost effectiveness.
- c. The title of the moot shall contain the name of Surana & Surana. The mode of competition (online, on premise, hybrid) will be chosen by SSIA, depending upon its national moot court calendar. SOEL shall arrange infrastructure and organisational support without any cost.
- d. Additional details regarding the organising of the moot are expressed in the annexure accompanying this MoU. The parties shall act according to the content and spirit of the MoU annexed here with.

### D. Research/ Consultancy Projects:

- a. SSIA may engage the senior students of the 3/5 Year bachelors' course and/or the masters/ PhD course in joint projects (duration may be long-term or short-term) with the object of fostering innovation, accessing fresh perspectives, identifying potential talent, and promoting research and development.
- b. SOEL shall issue a circular intimating the students regarding the research/consultancy projects and encourage them to submit their applications.
- c. The selection of students is the sole discretion of SSIA.
- d. The students shall complete such projects/ consultancy assignments to the best of their ability within the agreed time and quality objectives.
- e. Terms of such assignments are to be finalized on a case-to-case basis.

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f. On the completion of the project, the students shall publish a report.

### E. Internship and Placement/ Campus Recruitment:

- a. SSIA may provide internships to meritorious penultimate and final year students of SOEL on availability basis with the object of identifying prospective talent to recruit and promote legal research. SOEL may also recommend in writing, qualified and interested students for internship opportunities of the firm.
- b. The duration of the internship may vary as per requirements and the selection of interns will be at the sole discretion of SSIA.
- c. SSIA may collaborate with the Placement cell of SOEL and hire graduates on "need and merit basis". SSIA may participate in preplacement and placement drive activities and SOEL shall provide necessary support and resources to facilitate the placement of its students.

### F. Resource Professionals:

- a. Practice heads may be deputed on availability basis, for lectures on topics within the areas of mutual interest. SSIA and SOEL will do joint programs such as lectures, seminars, conferences, and panel discussions to promote collaborative legal and interdisciplinary research and training to the students.
- b. SOEL will provide necessary infrastructure and support to facilitate the smooth organisation of the seminars.
- c. Travel expenses of the resource professionals shall be borne by SOEL.

### 2. Terms and Termination

This MoU will take effect from the date it is signed by the representatives of the two institutions. It will remain valid for 5 years and may be continued thereafter, after suitable review and agreement.

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Either institution may terminate the MoU by giving written notice to the other institution, three months in advance. However, both institutions will ensure that all activities in progress are allowed to be completed successfully.

### 3. Confidentiality

While both parties may give wide publicity to this MoU and have reasonable use of each other's name/ logo, etc. in such promotion, both parties agree to maintain the confidentiality of any sensitive information shared during the collaboration.

### 4. Dispute Resolution:

This MoU is entered into by both parties on a "good intention and best efforts" basis. Only moral obligations are envisaged, and financial obligation is limited to what is specifically mentioned. Apart from termination, neither party will have any legal recourse.

### 5. Signed at Chennai

This MoU is duly signed by representatives of both parties involved. By signing below, the organisers acting by their duly authorised officers have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Madui Doars

Mrs. Rashmi Surana

Partner

Surana and Surana International

Attorneys

Station: Chennai

Date:

Mobile: +91-9962030000

Dr. Gowri Ramesh

Registrar

School of Excellence in Law,

Tamil Nadu Dr. Ambedkar Law University

Station: Chennai

Date:

Mobile:





### **Annexure**

### 1. Objective of the Moot MoU

- a. SSIA and SOEL (also known as the "Host Institution" or "HI") agree to jointly organize an annual National Moot Court Competition, subject to and in accordance with the terms contained in the MoU and annexure in letter and spirit.
- b. To promote the use of technology in all courts and tribunals, as designed and directed by the Hon'ble Supreme Court of India, the endeavour shall be to host at least each alternative moot in online mode, if not every moot under this MoU.
- c. The goal is to have (a) an efficiently administered, transparent and academically intensive competition; (b) showcase and further increase the academic and organizational capabilities of SOEL to the bar, bench, and academia across India; (c) enhance the goodwill and reputation of the organizers; and (d) ensure maximum number of participating teams from all parts of India.
- d. The organizers fully commit to (a) achieving the objectives of this MoU in good faith and (b) putting in their best efforts towards the same.

### 2. Title of the Competition

The title of the competition shall be "Surana & Surana and SOEL National <subject> Moot Court Competition". Change in this regard will not be considered at any point in time.

### 3. A. National Moot Court Competition

- a. Create awareness of emerging law fields in a systematic / scientific manner and train participants for effective practice.
- b. Facilitate the evolution of various facets of the chosen theme through the jurisprudential analysis of the existing law and emergence of new laws, trends, technologies etc.
- c. A judgment writing module may be introduced in future after due consideration by the organizers.

### B. Online Publication of Propositions and Winning Memorials

It is proposed to publish periodically all the moot propositions and Top - four winning memorials. This will contain the list of teams that participated each year, the complete results, the name of the dignitaries etc. with the view to providing a reference manual for the students.

The publication will be done by Surana & Surana and the HI.

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### 4. Duration

The duration is agreed for a period of 5 years from the academic year 2024-2025 and may be extended for a further period on mutually agreed terms.

### 5. Joint Organizers - Role and Obligations

### A. Surana & Surana International Attorneys ("SSIA"):

- i. SSIA will pay a fixed sum of Rs.2.00 lakh (Rupees two lakhs only) every year, if the competition is conducted on campus with a 10% increase in each subsequent edition from the academic year 2024-2025 or Rs 50,000/- (Rupees Fifty Thousand only) in case the competition is held virtually. This sum can be paid (a) to SOEL (50% advance and 50% within 30 days of submission of the detailed report on the competition immediately after the competition) and / or (b) the vendors / suppliers to the competition (E.g., Caterers, photographers etc)
- ii. The entire administration of the moot rounds (scoring, results-publications etc) will be handled by SSIA's team on-site, at its own cost with assistance of at least one senior faculty member and a team of twelve primary volunteers from the HI.
- iii. Administrator(s) from SSIA will travel to the venue for the competition at their own cost.
- iv. Moot administration is web based and completely automated through a proprietary software developed by SSIA. SSIA administrator(s) assisted by representatives of the HI will do the orientation of the teams / court assistants / court managers, briefing of the judges, oral rounds etc.
- v. All participating teams will register online at www.moot.in
- vi. SSIA will share / provide all the details of the moot with the host institution (like list of teams registered / fixtures / judges / printouts or soft copy of all score sheets of various rounds / individual score sheets of teams / final results etc.) during and after the competition as required.
- vii. All the above information will also be made available at www.moot.in.

### viii. SSIA will provide:

- a) All certificates (participants / winners of various categories / judges / volunteers).
- b) All scoring formats.
- c) Plaques for the certificates of winners under various categories.
- d) Cash prizes as agreed.

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- e) To the participants and Judges, required stationery items for the competition (i.e., folders / badges / notepads / pens / pencils etc.).
- ix. The draft of all the scoring formats, certificates etc. with the logos of SSIA and the HI will be emailed to the HI in advance for approval. On confirmation, SSIA will print all the required documents in the standard format for the administration of the competition and send it to the host institution well in advance. In the event the competition is held virtually, soft copy of the formats with logos of SSIA and the host institution will be sent in advance for the host institution to fill up & send to participants, volunteers.
- x. SSIA will frame the rules of the competition based on the content and spirit of the MoU and annexure to the MoU and send it to the host institution for approval before uploading the same on <a href="https://www.moot.in">www.moot.in</a>
- xi. SSIA will assist the HI in framing / finalization of the Moot case / proposition for the competition.
- xii. SSIA will promote the event widely through its academic initiative website functioning in the name and style of <a href="www.moot.in">www.moot.in</a> as well as the HI with adequate coverage and exposure for the host institution.
- xiii. SSIA shall have no further obligation.

### B. SOEL ("Host Institution" / "HI"):

- i. The HI will bear the entire cost of the competition less the contribution of SSIA under this MOU.
- ii. The HI shall ensure active and adequate participation, cooperation and support from the faculty, administrative staff, and students for this Moot Competition. This is very important for the grand success of, and goodwill from the competition which is the core reason for this joint project by the organizers.
- iii. The HI will provide (a) proper infrastructure for hosting on-campus moots: like Auditorium (for orientation, inaugural and valedictory programs), requisite number of court halls, waiting rooms for judges, canteen / pantry for meals for participants and teams. (More details provided in annexure); (b) adequate student volunteers and faculty supervisors for all aspects of the competition; and (c) WiFi for moot administrator from SSIA.
- iv. Arrange for the following in the event of an on-campus moot.:

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- a. Accommodation (for all participants, outstation judges and representatives of SSIA), only vegetarian (no meat / no fish / no eggs) food (participants, judges, volunteers, and administrative staff).
- b. Transport (for the participants and the outstation judges from the airport / railway station to accommodation to the venue and return).
- c. Photography and video during the event.
- v. Strictly adhere to SSIA's policy of not using or associating with alcohol, tobacco, meat and gambling in the organization / hosting of the competition.
- vi. Arrange for prominent dignitaries for the Inaugural, Finals (judging), Valediction such as the Chief Justice, Governor, Attorney General, Advocate General etc.
- vii. HI will ensure participation of at least 35+ teams for the competition. To send invitations to all law colleges in India by email and normal mail in cases where it is necessary and other digital medium. In the event, that less than 30 teams participate in the competition despite best efforts on the part the HI, the same shall not constitute a violation of the terms of this MOU.

HI must send individual invitations to all prominent institutions / law colleges and motivate institutions throughout our country to participate in the moot. Extra effort must be made to invite teams from remote areas like Jammu, Kashmir, Himachal Pradesh, North-Eastern States Andaman & Nicobar, Lakshadweep etc will be much appreciated.

- viii. HI will invite competent judges knowledgeable in the subject for all oral rounds of the competition. Arrange for evaluation of the memorials by a minimum of two competent judges (as detailed in **Clause (9)**. Judges, criteria, and evaluation of Memorials and Oral rounds). SSIA will assist by providing a list of judges who may be invited.
- ix. HI will send the moot / proposition to the invited judges in advance so that judges are well prepared.
- x. The HI will frame an interesting and challenging moot case / proposition for the competition. SSIA will assist in vetting /finalizing it. The proposition must be ready for circulation at least 2 months before the start of the competition.
- xi. If the moot is held as a Virtual (online) Moot, expenditure towards accommodation, food, transport, photography, and video is not envisaged.
- xix. SSIA logo shall be featured prominently in all official communications, brochures, invitations, and pamphlets in respect of the competition along with the logo of the HI.

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- xii. In all communications, banners, stage backdrops, souvenirs, and pamphlets, (digital / Print / Internet) the title of the competition shall include the name "Surana & Surana".
- xiii. Ensure good and wide press coverage (English, Vernacular, digital, online) for the organizers and of the inauguration, final rounds, and valediction functions of the event.
- xiv. Provide SSIA the name, address, email ids and the phone numbers of all the competition judges, and the dignitaries invited.
- xv. Provide SSIA the photographs (soft copy) / news reports / clippings / video of the final rounds and the valedictory ceremony within 7 days of the completion of the competition. Further use, exhibition, and distribution of these materials, electronically or otherwise, shall be the equal / joint right of SSIA and HI. Copies of the Virtual Screen shot / group/ team photograph to be provided to SSIA when the competition is held in virtual mode.
- xvi. Ensure authorized student volunteers upload photos and videos on social media as the events are taking place, to generate real time visibility and interest among the academic and student community.
- xvii. The HI will promptly agree to issue a receipt for the amount received from SSIA and / or ensure receipts from vendors (for payments made by SSIA) are sent to SSIA within 7 days of such payments being made.
- **c.** The organizers may approach reputed law-media such as Manupatra, Live Law, Bar & Bench etc to partner with this event.

### 6. Prizes

a. The following cash prizes will be awarded (paid by SSIA cheque to respective winners – this is in addition to the sponsorship amount of Rs 2 lakhs).

1)Winning Team	Rs.40,000+ certificates+ plaques.
2) Runner up Team	Rs.20,000+ certificates+ plaques.
3) Best Memorial	Rs. 10,000+ certificates+ plaques.
4)Second Best Memorial	Rs. 5,000+ certificates+ plaques.
5) Best Student Advocate	Rs. 10,000+ certificates+ plaques.
6)Second Best Student Advocate	Rs. 5,000+ certificates+ plaques.

The amount of the cash prizes is subject to change.

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- b. Every participant and volunteer will get a participation certificate issued jointly by SSIA and HI.
- c. All prize winners will be given their respective certificates and plaques as per the rules.
- d. SSIA may offer internship opportunities to prize winners.

### 7. Teams

There will be only one team from an Institution. Each team shall consist of maximum 3 members (two speakers and one (optional) researcher).

Team from the HI can participate subject to the conditions of transparency and neutral judges from other states. However, the home team may not become eligible for the cash prizes and will not proceed beyond the Quarter Finals of the competition. SSIA may consider special recognition prizes for the home team if they reach the quarter finals.

### 8. Rounds:

The Moot will have:

2 preliminary rounds – the fixtures are to be based on a draw of lots - Octa Finals (16 teams); Quarter finals (8 teams); Semifinals (4 teams) and Final.

(Octa Finals to be conducted only if number of participating teams is 24 or more)

### 9. Judges, criteria, and evaluation of Memorials and Oral rounds

- a. <u>Preliminary Oral Rounds / Octa / Quarter-Finals</u> A minimum of 2 and a maximum of 3 Judges consisting of advocates / members of the bar, associates from law firms and academicians well versed in the subject.
- b. <u>Semi-finals</u> The jury will consist of a minimum of 2 members comprising at least one sitting / retired Judge or senior advocate, a distinguished academician.
- c. <u>Finals</u> will consist of a distinguished bench of 3 to 5 members consisting of sitting and/or retired judges of Supreme Court / High Court, leader of the bar, senior advocates, renowned subject experts, and academicians.
- d. Memorials for the moot will be evaluated by a distinguished panel of at least two impartial judges, preferably a mixture of academicians and practicing advocates.
- e. In case of evaluation of the memorial entries through soft copies, the printout of the email forwarding the scores sheets to SSIA must be attached.

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### 10. Copyright

The copyright over the memorials / judgments submitted for participation in the competition is assigned by participants and shall vest completely and fully in SSIA and SOEL. Further use, exhibition, and distribution of these materials, electronically or otherwise, shall also be the exclusive right of SSIA and SOEL.

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