

## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

The National Law School of India University (NLSIU) University, Bangalore, established under the National Law School of India Act (Karnataka Act 22 of 1986) in 1987 with the Chief Justice of India as its Chancellor, is the first and the only law university fully supported by the Bar Council of India and the Bench. One of the main objectives of NLSIU is to 'bring legal education on par with other professional courses like medicine and engineering, where a student fresh out of high-school can make an immediate career choice'. The NLSIU has been conducting a strong B.A, LL.B (Hons.), LL.M, M.Phil., Ph.D and LL.D programs in all Social Sciences and Law. The NLSIU has nine Research Centers and fourteen Endowment Chairs. The NLSIU has made strides in teaching the law courses with both interdisciplinary and multidisciplinary dimensions and facilitating research and publication on those lines since its establishment.

The National Law School of India University (NLSIU), Bangalore was established in 1987 by the Government of Karnataka under the National Law school of India Act (Karnataka Act 22 of 1986) State Law University Act, with its headquarters at Bangalore.

The Chair on Consumer Law and Practice (NLSIU CCLP) was established in 2008 by the Ministry of Consumer Affairs, Food and Public distribution, Department of Consumer Affairs, Government of India at NLSIU to promote research, teaching and training in Consumer Law and Practice. The Chair will undertake outreach programmes in the form of workshops, seminars, publications and training programme for academicians, professionals, government official, consumer forum members, and NGOs. The Chair will undertake to design courses on Consumer Law and Practice for the students at the Under Graduate and Post Graduate levels as well as P.G.Diploma courses. It also publishes bi-annual newsletter "March of Consumer Law and Practice".

### Whereas.

Consumer Unity & Trust Society (CUTS), having its head office at D-217, Bhaskar Marg, Bani Park, Jaipur-302 016, India is a registered, recognized, non-partisan organization pursuing its vision of "*consumer sovereignty in the framework of social justice and equality, within and across borders*". CUTS started its journey in 1983, from a rural development communication initiative, a wall-newspaper Gram Gadar (Village Revolution).

CUTS headquarters at Jaipur (India) is having offices at Chittorgarh (Rajasthan), New Delhi, Kolkata and overseas centres in Nairobi, Lusaka, Hanoi and Geneva.



Work of CUTS is divided into six programmatic areas: 1 Consumer Protection; 2 International Trade & Development; 3 Competition; 4 Investment & Economic Regulation; 5 Human Development; and 6 Consumer Safety.

The organisation elects its board/executive committee every fourth year, while the Secretary General heads the secretariat. The organisation is accredited to the UNCTAD and the United Nations Commission on Sustainable Development (UNCSD).

CUTS also works with several national, regional and international organisations, such as Consumers International (CI); the International Centre for Trade and Sustainable Development (ICTSD); South Asia Watch on Trade, Economics & Environment (SAWTEE); the Consumer Coordination Council (CCC) of India, etc. It also serves on several policymaking bodies of the Government of India, including the Central Consumer Protection Council (CCPC).

CUTS desires to establish academic collaboration with Institutions of excellence in Consumer Protection in the country and NLSIU is one among such recognized institutions and seeks to promote the institutional collaborations through this Memorandum of Understanding.

#### **SCOPE OF AGREEMENT**

This Memorandum of Understanding is signed between the **NLSIU CCLP** as First Party and **CUTS** as Second Party for the purpose of Academic Collaboration that will encompass exchange of students, researchers and staff members between the two parties as well as other academic activities, trainings, research and publication etc. In addition to this active efforts will be made to develop joint trainings, research programmes and various other activities that promotes consumer empowerment that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

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

1. NLSIU CCLP and CUTS 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 staff members as candidates in interdisciplinary areas of consumer empowerment from the CUTS shall work under the supervision of the faculty members of NLSIU or if agreed, jointly supervised by the faculty members from the two parties for a specific period;
3. The members from each of these Institutions shall be invited for important seminars, conferences and for other events as experts. The financial implications shall be worked out on a case to case basis;



4. 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;

5. Eligible staff as candidates of both the institutions are welcome to make use of the library resources of each other and to have academic interaction with the faculty;

6. NLSIU CCLP and CUTS will jointly explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;

7. Any financial implication emerging out of such collaborations shall be worked out and decisions will be taken with mutual agreement.

## **II. AREAS OF COOPERATION:**

This Memorandum expresses a mutual desire by NLSIU CCLP and CUTS cooperates in building intellectual and research capacity. Additional areas of co-operation may be added by written consent of the two parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

## **III. AMENDMENT & TERMINATION**

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by either party by giving six months written notice to the other and without jeopardizing 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.

## **IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

1. In respect of each project and programme 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, copyrights, 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.

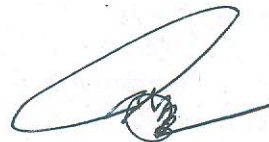
#### **VI. TERM**

1. This memorandum shall come into force immediately upon its signature by the parties.
2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on this ... *March 20, 2012* (Date)



Dr. R. Venkata Rao  
Vice Chancellor  
National Law School of India University



George Cheriyan  
Director  
Consumer Unity & Trust Society  
(CUTS International)