

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**MAHARASHTRA NATIONAL LAW UNIVERSITY  
MUMBAI**

**AND**

**CUTS INTERNATIONAL JAIPUR**

## MEMORANDUM OF UNDERSTANDING

MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI (MNLU Mumbai) established under the Maharashtra Act VI of 2014, Section 3(1) Schedule item 1 with headquarters of the University at Mumbai, for the development and advancement of legal education and for the purposes of imparting specialized and systematic instruction, training and research in systems of law and for the matters connected there with or incidental thereto.

CONSUMER UNITY AND TRUST SOCIETY JAIPUR, established in 1984 and registered under the Rajasthan Societies Registration Act, 1958 is a non-profit and non-government organisation (NGO) working on public interest issues with the vision of 'Consumer sovereignty in the framework of social justice and equality', within and across borders. The organization is headquartered in Jaipur, Rajasthan. It has a program centre in Chittorgarh, an advocacy centre in Delhi and a resource centre in Kolkata in India. It has six other affiliated centres in Lusaka, Nairobi and Accra (Africa), Hanoi (Vietnam), Geneva (Switzerland) and Washington DC (USA).

**Whereas** MNLU Mumbai is in mandate to establish academic integration and collaboration with renowned civil society organizations and academic research institutes in the country for mutual development, capacity development and to foster collaborative academic research projects. MNLU Mumbai is one of the premier Law Universities and also seeks to engage in the institutional collaborations for symbiotic development, through this Memorandum of Understanding.

**Whereas**, CUTS International is authorised to collaborate with academic institutions and research organisations for promoting research activities, jointly undertaking academic projects, sharing resources, disseminating relevant knowledge and skills to spread awareness of its work areas, fostering capacity building and becoming knowledge partners.



## **SCOPE OF THE AGREEMENT**

This Memorandum of Understanding is signed between the Maharashtra National Law University Mumbai (MNLU Mumbai) as First Party and CUTS International, through its Centre for Competition, Investment and Economic Regulation Jaipur, India (hereafter CUTS International) as Second Party for the purpose of Academic Collaboration that will encompass collaborative efforts to organize conference/seminars, symposium, workshops as well as other academic activities i such as fund raising efforts, collaborative research and publication. In addition to this, efforts will be made to develop joint training and research programmes in a collaborative spirit. Some of the identified areas include the following:

1. To organize conference/seminar/workshops on topics related to competition law and policy;[The program areas at CUTS International extend beyond competition law and policy to Economic Regulation, Consumer Protection and Investment Climate, and thus the same may be included, should MNLU be interested]
2. To jointly publish research papers;
3. To conduct joint research grants and bid for assignments;
4. To organize jointly training programme on competition law and policy

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

1. MNLU Mumbai and CUTS International 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, separately and independently;
2. MNLU Mumbai and CUTS International shall offer extra-credit/ short term/ certificate courses to the under-graduate and post-graduate programme conducted at these institutions from time to time on mutually agreeable terms and conditions; in this venture, exchange reading and study material of the courses imparted; to jointly develop courses and curriculum for greater benefit of the academic needs of the University and academic community in general;
3. Faculty members from MNLU, Mumbai and Research Scholars from CUTS International will exchange invitations for important academic events viz., seminars, conferences, outreach activities fundraising events and research activities. The financial implications shall be worked out on case to case basis;



4. The modalities for other programs herein such as exchange of research scholars, faculty members, training to teachers, staff, and related activities will be subsequently annexed as an appendix to this document after mutual discussion that should be made operational to the extent of the specific object and /or for a mutually agreeable period of time; renewable from time to time thereafter;

5. Research Scholars of both the Institutions will be extended facilities to make use of the library resources at respective institutional libraries, subject to the respective guidelines;

6. Research Scholars and Teaching Faculty of both MNLU Mumbai and CUTS International will jointly explore possibility of undertaking advanced research work including research projects, applying for research grants, undertaking fundraising initiatives and making joint presentations for resource utilization; case to case basis with an appended agreement to that effect;

8. Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be resolved and decisions will be taken with mutual agreement.

9. This MOU do not include any financial agreement and/or liability at this step.

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

This Memorandum expresses the common intention of MNLU Mumbai and CUTS International to collaborate in furtherance of the above-mentioned common intentions directed towards mutually catering academic and intellectual climate and to enhance the research capacity and scholarship. Additional areas of co-operation may be appended by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

## **III. TERMS OF AGREEMENT**

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed on 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 giving six months written notice to the other. 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 THE 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 academic collaboration.

#### **VI. TERMINATION**

1. This memorandum shall come into force immediately upon its signature by the parties.





2. The validity of this Memorandum of Understanding will be for a period of 3 years from the date of its execution and the same may further be extended on mutual agreement.

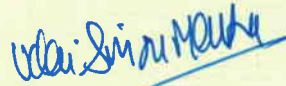
3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students of either institution.

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

This instrument: Memorandum of Understanding contains 1- 6 pages in total.



**Prof. (Dr.) Bhavani Prasad Panda**  
Vice-Chancellor  
Maharashtra National Law University  
Mumbai



**CUTS International**  
Jaipur

Date: 21.6.18

Date: 29/6/18

