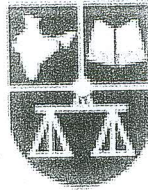


MEMORANDUM OF UNDERSTANDING

BETWEEN



THE NATIONAL LAW SCHOOL OF INDIA
UNIVERSITY, BANGALORE

AND



TUMKUR UNIVERSITY, TUMKUR
KARNATAKA

11TH OCTOBER, 2009

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 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 Tumkur University was established in 2004 by an Act of the Karnataka Legislature with Tumkur District as its Jurisdiction. Presently, the University offers twenty Post Graduate courses such as M.A (Kannada), MA (Eng). M.A (History), M.A (Economics), M.A (Political Science), M.A (Sociology), Master of Social work, M.Sc (Math), M.Sc (Chemistry), M.Sc (Physics), M.Sc (Biochemistry), M.Sc (Biotechnology) M.Sc (psychology), M.Sc (Environmental Science), M.Sc (Electronic Media), M.S (Communication), M.Sc (Library and Information Science), M.Com., M.Ed and MBA in the university departments and affiliated colleges. The total number of affiliated colleges of the university has gone up to eighty four. Total strength of the students in Tumkur University and affiliated colleges are 4,589 and 20,500 respectively.

Whereas, Tumkur University desires to establish academic collaboration with Institutions of excellence in Social Sciences 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 as First Party and Tumkur University as Second Party for the purpose of Academic Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

I TERMS AND CONDITIONS OF COOPERATION:

1. NLSIU and Tumkur University shall collaborate in mutually agreeable academic events, in 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 Ph.D. candidates in interdisciplinary areas of research involving law from the Tumkur University, shall work under the supervision of the faculty member of NLSIU or if agreed, jointly supervised by the faculty members from the two parties;
3. Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis;
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 the mutually agreed period;
5. Ph.D. Scholars of both the Universities are welcome to make use of the library resources of each other and to have academic interaction with the faculty;

6. Research Scholars and Teaching Faculty of both NLSIU and Tumkur University will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;
7. That for collaborative research projects, publications and Intellectual Property Rights will be shared in proportion to the input by each party;
8. Any financial implication emerging out of such collaborations (other than the fees of the students etc) shall be worked out and decisions will be taken with mutual agreement.

II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by NLSIU and Tumkur University to co-operate in building intellectual and research capacity and scholarship on a non-exclusive basis. Additional areas of co-operation may be added by written consent of the two the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized. However, it is understood that each party has the right to discontinue discussions and negotiations without any responsibility for cost and expenses or damages of whatever nature of the other party in the event that the parties are unable to agree on the terms and conditions of one or more definitive agreements.

III. TERMS OF AGREEMENT

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 in writing.

Both parties reserve the right to terminate this memorandum by either party 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 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. Save for Article V, this Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial 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 is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.
3. This Memorandum of Understanding can be terminated by either 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 this eleventh day of October, 2009.



Dr. R. Venkata Rao
Vice Chancellor
National Law School of India
Nagarbhavi, Bangalore - 560242



Dr. S. C. Sharma
Vice Chancellor
Tumkur University
Tumkur