



**MEMORADUM OF UNDERSTANDING (MoU)
FOR
ACADEMIC COLLABORATION
BETWEEN
ANAND COLLEGE OF LEGAL STUDIES, ANAND
AND
GRAND ACADEMIC PORTAL**

Preamble

This Memorandum of Understanding (this "MoU") made on 27th March, 2021 between Anand College of Legal Studies, Anand (hereinafter referred to as "ACLS") and Grand Academic Portal (hereinafter referred to as "GAP"). The ACLS and GAP, collectively, referred to as the "Institution" or the "Parties",

RECOGNIZING their mutual interest in research, development and education and on a non-commercial basis, and also

HEREBY agree to encourage collaboration according to the terms and conditions set forth in the following

Article 1: Fields of Collaboration	
ACLS and GAP may collaborate within any mutually agreeable field of research and education.	
Article 2: Purpose of the MoU: Definitions	
2.1	Each Party agrees to develop the following collaborative activities in the academic areas of mutual interest.
a.	Joint Research activities and publications.
b.	Participation in Seminars and Academic meetings.
c.	Exchange of academic materials and resources.
d.	Special short-term academic programs, etc.
e.	Any other activities related to academic development.
2.1.1	The Parties agree that this MoU will provide the foundation and framework for later particular projects, developed by academic and administrative units or centers from the two Institutions, to be agreed upon in other separate written agreements.
2.1.2	"Home Institution" refers to the Institution sending its student(s), or faculty member(s) to the other Institution for the purpose of learning, teaching and/or research.
2.1.3	"Receiving Institution" refers to the Institution hosting the visiting student(s), or faculty member(s) from the other Institution for the purposes of study, learning, teaching, and/or research.
2.1.4	Both parties must agree upon the terms of any inter-institution initiative relative to this agreement in written or electronically recorded correspondence at the earliest, but in any case, prior to the initiation of a particular program or activity in order for the said

	case, prior to the initiation of a particular program or activity in order for the said initiative to proceed.	
2.1.5	Each host institution, in the pre-visit agreement correspondence, will also coordinate support with the visiting institution for office space, library, and other privileges appropriate to the level and purpose of the visit, subject to the availability of resources.	
Article 3: Administration and General Provisions		
3.1	This MoU shall have an initial duration of three (3) years from the date of signature, and may be extended further, in three-year increments, by mutual written agreement.	
3.2	Further, this MoU shall remain in place until: 3.2.1 Superseded by such a separate formal written agreement(s); or 3.2.2 Terminated by either Party upon a written notice of not less than sixty (60) days.	
3.3	Despite the statements and obligations expressed therein, this MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.	
3.4	To facilitate this MoU, an ACLS-GAP Collaboration Coordination Committee ("AGCCC") will be formed. The AGCCC will be composed of members from both Institutions with one Chair and one Liaison from each Institution. It is the AGCCC's responsibility to carry out collaboration-related duties and to report to the Heads of both Institutions. The AGCCC members are as follows:	
	<u>ACLS:</u>	a. Dr. Rekhakumari R. Singh (Chair), I/c Dean, Faculty of Law, Sardar Patel University & I/c Principal, Anand College of Legal Studies, Anand
		b. Mr. Gururaj D. Devarhubli (Liaison), Assistant Professor of Law, Anand College of Legal Studies, Anand
		c. Ms. Swara Anand, Assistant Professor of Law, Anand College of Legal Studies, Anand
		d. Ms. Geeta Makwana, Assistant Professor of Law, Anand College of Legal Studies, Anand
	<u>GAP:</u>	a. Dr. Gurudutta Japee – Chairman- Grand Academic Portal
		b. Dr. Preeti Oza- CEO- Grand Academic Portal

Article 4: Areas of Collaboration

4.1 Pending approval by the Heads of both Institutions, the areas of potential collaboration between the Parties in the fields of legal education, teaching and research shall include, but not limited to:

4.1.1 Academic and/or Research Collaborations

- Both Institutions will encourage legal research collaborations in areas of mutual interest. Details shall be specified in the particular written agreement for each collaboration.

- In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.

- In such joint projects between the two Institutions, care will be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved. Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary practices.

- The Parties shall jointly organize interactive sessions, workshops, refresher courses, round-tables, seminars and conferences, whenever and wherever feasible may extend preferential treatment (upto 30%).

- Any faculty/student of ACLS can publish papers in international peer-reviewed journals managed by GAP without paying publication charges. The payment for the DOI and publication certificates will be paid as per the GAP guidelines.

- Any two Faculty Members of ACLS may apply to be the member of Editorial Board of any International Journal for the period of three years subject to fulfilling the criteria to

	<p>be on the editorial board of GAP journals. Such application is to be submitted to GAP through the head of ACLS.</p> <ul style="list-style-type: none"> - Any two faculty members of ACLS who are on the editorial board of GAP journals may propose to GAP for a special issue of a Journal on any contemporary subject related to Law/Humanities/Social Science/Inter-disciplinary. Such application is to be submitted to GAP through the head of ACLS. - Any Faculty Member can design online course which can be uploaded on the website of GAP. - Any Faculty member/ students can send the news/article for publication in GAP's E-Magazine Kalpataru. - The Head of ACLS may be appointed as Advisor of Assessment and Accreditation body of GAP which is known as Global Academic Assessment Consortium for the active period of the MOU <ul style="list-style-type: none"> - Any faculty of ACLS may participate in the Research Projects and/or Book Projects of GAP. - The senior faculty member may be invited as a peer member for GAAC Assessment
	<p><u>4.1.2 Exchange and Visit of Faculty Members</u></p> <p>The process for establishing an exchange of faculty members will be as follows:</p>
a.	<p>Interested faculty member will submit research proposal(s) to their own Institution's academic officers for concept review and approval. Proposals must include an explanation of the source and method for compensating and funding the expenses of the visiting faculty member(s);</p>
b.	<p>Proposals approved by the Home Institution will be sent with the proposing faculty member's credentials to the Receiving Institution's counterpart faculty member(s) and academic officers for review and approval;</p>
c.	<p>If there is mutual interest, the academic officers of the Receiving Institution</p>

	will contact the proposing academic officers of the Home Institution to determine the precise terms and conditions under which the visit and research proposal would take place.
	<ul style="list-style-type: none"> - The purpose of any such visit must be teaching or cooperative research. No such visit will exceed one (1) academic year as defined by the Receiving Institution, unless otherwise agreed to in writing by both Institutions. - If any member of one Institution is invited by the other Institution to give lectures, present at conferences, perform services, or contribute in other ways to the benefit of the inviting Institution, the inviting Institution is expected to pay for all of the related costs and expenses of same. - When any member of any Institution is visiting the other Institution, the Receiving Institution is expected to provide assistance for that visit. The visiting faculty member is expected to pay for his/her travel expenses. The Receiving Institution may provide honorariums if a faculty member of the other Institution is invited to give a lecture.
	<p><u>4.1.3 Miscellaneous</u></p> <ul style="list-style-type: none"> - ACLS may invite any expert of GAP as a Resource Person for any event. Also, their assistance/opinion may be sought, whenever required. - Any faculty of ACLS may invite the institutional members and life members of GAP and can organize various events at GAP's institutional partners. ACLS may seek assistance of GAP Experts for Audit by paying the regular Audit Charges of GAAC.
4.2	The financial arrangement relating to each joint research project will be in accordance with the specific arrangement covering each project.
Article 5: Use of Institutions' Name - Advertising and Publicity	
5.1	Neither Institution will use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Institution.
Article 6: Confidentiality	
6.1	The parties anticipate that within the context of this MoU it may be necessary or helpful

to transfer information/data of a proprietary or otherwise sensitive “Confidential Information”). All such information exchanged between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this MoU, and further, neither Party, without the other Party’s express written consent, shall disclose to any third party any such Confidential Information

For the purpose of this MoU, the following definitions and exceptions shall apply to such information:

- Definition

“Confidential Information” means any legal or business information furnished by one Party to the other pursuant to this MoU that is specifically designated as confidential. The disclosing party shall mark same with a written Confidential Information legend indicating its confidential status. The disclosing party shall document Confidential Information that is disclosed orally or visually in a written notice and deliver the notice to the receiving party as soon as possible within fifteen (15) days after the disclosure. In the notice, the disclosing party shall summarize the Confidential Information and reference the time and place of disclosure.

- Obligations and Limitations

The receiving party shall maintain Confidential Information in confidence, except that the receiving party may disclose or permit the disclosure of Confidential Information to its trustees, directors, officers, employees, consultants, and advisors, who are obligated to maintain its confidential nature and who need to know the Confidential Information for purposes of this MoU. The receiving party may only use and reproduce Confidential Information to the extent necessary to carry out the purposes of this MoU.

- Exceptions

The above-mentioned obligations do not apply to the extent the receiving party can demonstrate that the Confidential Information:

a.	was publicly known prior to the time of its disclosure under this MoU;
b.	because publicly known after its disclosure under this MoU through means other than an unauthorized disclosure by the receiving party;
c.	was previously known to, or independently developed or discovered by, the receiving party without use of the Confidential Information;
d.	is or was disclosed to the receiving party by a third party having no obligation of confidentiality with respect to the Confidential Information; or
e.	must be disclosed to comply with applicable laws or regulations or with a court or

	administrative order, as long as the disclosing party receives prior written notice of the pending compelled disclosure.		
	<p align="center">- <u>Ownership – No License</u></p> <p>The receiving party acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. The Receiving Institution may grant an option, license, or conveyance of any intellectual property rights to the receiving party under this MoU.</p>		
	<p align="center">- <u>Return of Confidential Information – Obligations</u></p> <p>Upon termination of this MoU, or earlier at the request of the disclosing party, the receiving party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession, custody, or control. However, the receiving party may retain one copy of the Confidential Information in the possession of its legal counsel solely to monitor its understandings under this MoU. The obligation of the receiving party to return Confidential Information to the disclosing party survives until fulfilled.</p>		
Article 7: Notices			
7.1	This MoU is independent of any previous MoU between ACLS and GAP. Any notice to either Institution hereunder must be in writing signed by the presenting Institution, and will be deemed delivered when mailed by Postal Service, or Registered Courier, or other carrier delivery service or to the Official Email Address of the Institute, addressed as follows.		
	<table border="0"> <tr> <td style="vertical-align: top;"> <p><u>To “ACLS”</u></p> <p>Dr.Rekhakumari R. Singh I/c Principal, Anand College of Legal Studies SRKSM Campus, Near Grid, Anand – 388001 Email Address:acls.srksm@gmail.com</p> </td> <td style="vertical-align: top;"> <p><u>To “GAP”</u></p> <p>Dr. Preeti Oza Founding Trustee and CEO Grand Academic Portal Ahmedabad Email: grandacademicportal@gmail.com</p> </td> </tr> </table>	<p><u>To “ACLS”</u></p> <p>Dr.Rekhakumari R. Singh I/c Principal, Anand College of Legal Studies SRKSM Campus, Near Grid, Anand – 388001 Email Address:acls.srksm@gmail.com</p>	<p><u>To “GAP”</u></p> <p>Dr. Preeti Oza Founding Trustee and CEO Grand Academic Portal Ahmedabad Email: grandacademicportal@gmail.com</p>
<p><u>To “ACLS”</u></p> <p>Dr.Rekhakumari R. Singh I/c Principal, Anand College of Legal Studies SRKSM Campus, Near Grid, Anand – 388001 Email Address:acls.srksm@gmail.com</p>	<p><u>To “GAP”</u></p> <p>Dr. Preeti Oza Founding Trustee and CEO Grand Academic Portal Ahmedabad Email: grandacademicportal@gmail.com</p>		

Memorandum of Understanding between Anand College of Legal Studies and GRAND Academic Portal

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below:

Signed on behalf of Anand College of Legal Studies (ACLS).

SIGNATURE:

RRSingh

NAME IN PRINT: Dr. Rekhakumari R. Singh

In her capacity as Principal, ACLS and warranting that she is duly authorized hereto.

SIGNED at Anand.

This 27th Day of March 2021.

Signed on behalf of Grand Academic Portal (GAP).

SIGNATURE:

P. Oza

NAME IN PRINT: Dr. Preeti Oza

In her capacity as Founder Trustee and CEO-GAP and warranting that he/she is duly authorized hereto.

SIGNED at Ahmedabad.

This 27th Day of March 2021.

