



Estd. June 1970
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Khandesh College Education Society's
S. S. MANIYAR LAW COLLEGE, JALGAON

IMR Campus, Ring Road, Jilha Peth, Jalgaon (Maharashtra) - 425001 Ph. : (0257) - 2239523

e mail : info.ssmc@kces.in ■ Website : <http://www.ssmc.kces.in>



MEMORADUM OF UNDERSTANDING (MoU)
FOR
ACADEMIC COLLABORATION
BETWEEN
S.S MANIYAR LAW COLLEGE, JALGAON
AND
GRAND ACADEMIC PORTAL (GAP)

Preamble

This Memorandum of Understanding (this "MoU") made on between KCE's S.S.Maniyar Law College, Jalgaon. [Hereinafter referred to as "SSMLC"] and Grand Academic Portal, Ahamdabad Gujarat. [Hereinafter referred to as "GAP"]. The SSMLC and GAP, collectively, referred to as the "Institutions" or the "Parties",

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

RECOGNIZING the global nature of today's legal profession, industrial and social problems, and the need to address them in a collaborative manner,

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

Article 1: Fields of Collaboration

SSMLC 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 on a basis of equality and reciprocity.

- a. Exchange of faculty and/or staff
- b. Exchange of students
- c. Joint Research activities and publications
- d. Participation in Seminars and Academic meetings
- e. Exchange of academic materials and resources
- f. Special short-term academic programs, etc.
- g. Any other activities related to academic development in law

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 study, learning, student clinical electives, 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, student clinical electives, 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 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 SSMLC-GAP Collaboration Coordination Committee ("SSMCCC") will be formed. The SSMCCC will be composed of members from both Institutions with one Chair and one Liaison from each Institution. It is the SSMCCC's responsibility to carry out collaboration-related duties and to report to the Heads of both Institutions. The ASCCC members are as follows:

<u>SSMLC:</u>	a.	Dr. B.Yuvakumar Reddy Principal S.S.Maniyar Law College, Jalgaon (MS)
	b.	Dr. Deepak R.Kshirsagar, Assistance Professor, S.S.Maniyar Law College, Jalgaon
	c.	Dr.VijetaS.Singh, Assistant Professor S.S. Maniyar College, Jalgaon

- d. Prof.G. V. Dhumale, Assistant Professor
College, Jalgaon

- GAP:
- a. Dr. Gurudatta Japee Chairperson, GAP India, Ahmadabad
 - b. Dr. Preeti Oza, CEO of GAP India Ahmadabad

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 Legal Education

- Both Institutions may send delegations/representatives to visit the other Institution to learn about the other's educational system and curriculum design. The Home Institution is expected to pay for all expenses such as registration charges, accommodation charges and all related expenses. The Receiving Institution is expected to provide assistance in arrangements. A detailed schedule and plan of the visit must be worked out with the "SSMCCC" prior to the visit.

- Both Institutions may also invite staff and/or faculty members from the other Institution to visit and be involved in short-term teaching and/or consultation. The inviting Institution is expected to pay for all of the related expenses including honorarium, if applicable. Details will be delineated in specific written agreements prior to any such visit.

4.1.2 Student Training

- Students (primarily graduate and/or post-graduate students, and doctoral students) of either Institution who wish to engage in study in a non-degree granting program ("Program") at the other Institution must meet the criteria established by the Receiving

Institution for participation in that Program. A Program that is developed will identify the specific requirements, rationale, goals and objectives, technical procedural skills, and personal skills necessary for successful completion.

- Students must meet all applicable regulatory and admission standards of the Receiving Institution and obtain all required approvals from the Home Institution for participation in a Program. These standards include but are not limited to requirements for language proficiency; professional liability insurance (if applicable and required); personal health and travel insurance; vaccination, etc.

- The Home Institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the Receiving Institution for the study desired. Members of the "SSMCCC" from each respective Institution will oversee the qualifications and experience (if required) for each student.

- The Receiving Institution will make the final determination as to the acceptance of the student in each case, according to its policies and standards, and will notify the Home Institution in writing of the acceptance or rejection. The Home Institution will notify the student of the decision.

- Each student accepted by the Receiving Institution will be expected to participate in the Receiving Institution at the same level of competency as any other student participating in the Program.

- The Receiving Institution will have the right to remove any student from the Program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.

- Travel expenses, accommodation expenses, and other associated costs related to the student's attendance at the Receiving Institution will be the responsibility of the student. However, concession in tuition and/or other fees, may be given, as per the decision of the Receiving Institution.

4.1.3 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.
- The Parties may extend preferential treatment to each other in levy of participation fee, infrastructure/facility usage fee, hostel fee, Guest House fee, etc.

4.1.4 Exchange and Visit of Faculty Members

The process for establishing an exchange of faculty members will be as follows:

- a. 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);
- b. 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;

c. If there is mutual interest, the academic officers of the Receiving Institution 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.

- 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 a faculty 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 a faculty member of one 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.

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.

- Ownership – No License

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.

- Return of Confidential Information – Obligations

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.

Article 7: Notices

7.1 This MoU is independent of any previous MoU between SSMLC 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.

To “SSMLC”

Dr.B.Yuvakumar Reddy
KCES's S.S.Maniyar Law College,
Jilhapeth, Jalgaon.
Maharashtra.Pin.No 425001
Email Address:
info.ssmlc@gmail.com

To “GAP”

Dr.GurudattaJappee
GAP India, 718,Loha Bhavan, Ashram
Road, Ahmadabad. Gujarat. 380009
Email
Address:grandacademicportal@gmail.com

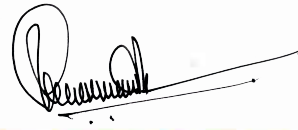
Memorandum of Understanding between KCES's S.S Maniyar Law College, Jalgaon. And GAP India, Ahmadabad, Gujarat. IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below:

Signed on behalf of S.S.Maniyar College.

Signed on behalf of GAP India

SIGNATURE:

SIGNATURE:



NAME IN PRINT:

Dr. B.Yuvakumar Reddy

NAME IN PRINT:

Dr. Gurudatta Jappee

In her capacity as Principal, KCES's SSMLC and warranting that she is duly authorized hereto.

In his/her capacity as Chairperson, GAP India and warranting that he/she is duly authorized hereto.

SIGNED at _____ this _____ day of _____ 2021

SIGNED at _____ this

_____ day of _____ 2021