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MEMORANDUM OF UNDERSTANDING

This binding Memorandum of Understanding signed on 9th April 2022 entered

BETWEEN

S.D.M. Law College, Mangaluru

AND

Akhila Bharatiya Adhivakta Parishad, South Zone, Mangaluru Branch



Statutory Alert:

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MEMORANDUM OF UNDERSTANDING

BETWEEN



Shri Dharmasthala Manjunatheshwara Law College, Centre for
Post Graduate Studies & Research in Law, Mangaluru, Dakshina
Kannada District-575003

AND

Akhila Bharatiya Adhivakta Parishad Karnataka, South Zone
(Mangaluru Branch)
(Dakshina Kannada-Udupi-Kodagu)



MEMORANDUM OF UNDERSTANDING

Shri Dharmasthala Manjunatheshwara Law College, Post Graduate Studies and Research in Law, Mangalore (hereinafter referred as SDMLC) is a premier institution in Legal Education in coastal Karnataka is sponsored and managed by Shri Dharmasthala Educational Society (R.), Ujire, D. K. District under the benevolent Presidentship of Padmavibhushana DR. D/ Veerendra Heggade. Dharmasthala, a religious abode known for Dharma, Nyaya and traditions has unique place in the cultural ethos of India. In 1974 the college commenced under the Mysore University and now affiliated to Karnataka State Law University, Hubli and recognised by Bar Council of India. The Institution has grown in stature to become one of the premier institution in the State of Karnataka imparting high quality legal education in India, through its various programmes like B.A./ BBA. LL.B both 5 years and 3 years, LL.M in Business and Trade Law, Certificate Course in Cyber Law and Post P.G. Diploma in Intellectual Property Rights, Labour & Service Laws and Doctoral Degrees in Law.

And

Akhila Bharatiya Adhivakta Parishad Karnataka, South Zone (Mangaluru Branch) (Dakshina Kannada-Udupi-Kodagu) (hereinafter referred as ABAP) is a registered society registered under the Societies Registration Act XXI of 1860 and established in the year 1992. It aims to work for a judicial system which is in harmony with the genius of the nation and in consonance with Bharatiya traditions. It is a right-wing Indian organisation of lawyers associated with the nationalist Rashtriya Swayam Sevak Sangh. It is often referred to as the "RSS lawyers' wing."

SDMLC and ABAP are both entities fully empowered to conduct their own affairs. Both parties hereby enter this Memorandum of Understanding as partners to explore collaboration on the basis of mutual benefit to both partner organizations. This MOU gives general understanding and modalities governing the co-operation between the parties under this MOU.



Whereas, SDMLC desires to establish academic collaboration with Institutions of excellence in Law in the country, Law Firms, Law Associates, Statutory Bodies, Departments, Non-Governmental Organisations, etc. through this Memorandum of Understanding.

SCOPE OF THE AGREEMENT

This Memorandum of Understanding is signed between SDMLC as First Party and ABAP as Second Party for the purpose of Academic Collaboration that will encompass exchange of resources and officials between the two parties as well as other academic activities, extension programmes and projects. In addition to this 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:

A. TERMS AND CONDITIONS OF COOPERATION:

1. SDMLC and ABAP shall collaborate in mutually agreeable academic and non-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. SDMLC and ABAP shall mutually offer events/program like, Law workshops, seminars, conferences, professional development training, minor/major projects, internship for students, law graduates, exchange of resource persons, etc., periodically from time to time on mutually agreeable terms and conditions;
3. Faculty/office-bearer/members from each institution/association may be invited for important seminars, conferences and for teaching-learning activities. The financial implications shall be worked out on a case to case basis;
5. SDMLC and ABAP may constitute general or special, ad-hoc committees, discussion group, panel of academic and professional expertise at any case or stage on projects or any matter of mutual interest, should be made operational for a period of five years;
6. Students, faculty staff/members, designated officials and members of both the institute/organisation are welcome to make use of the library resources of each other and to have academic interaction with the each other;
7. Designated persons and officials from both the organisation will hold meetings for the purpose of planning activities from time to time and will explore possibility of taking up collaborative projects and also apply for funding from national and international agencies, governments and other funding agencies;



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

B. AREAS OF COOPERATION:

This Memorandum expresses a mutual desire by SDMLC and ABAP cooperates in building intellectual and research capacity and scholarship. Additional areas of cooperation 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.

C. 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 and in writing. Both parties reserve the right to terminate this memorandum by either party 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.

D. 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,

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.

E. 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.

F. TERMINATION

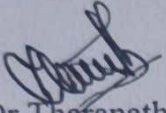
1. This memorandum shall come into force immediately upon its signature by the parties.



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.

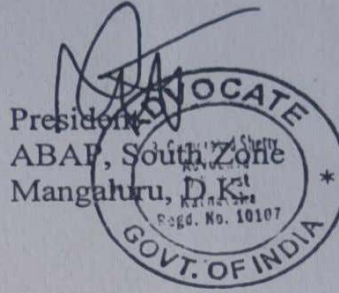
3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the project work or progress of any such program of either institution.

IN WITNESS WHERE OF, This memorandum of understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.



Dr. Tharanath
Chairman /Principal
SDMLC, Mangaluru, D.K.
Shri Dharmasthala Manjunatheshwara
Law College, Mangaluru

President
ABAP, South Zone
Mangaluru, D.K.



Date: 9/04/2022

Date: 9/04/2022

Witnesses:

1. Dr. Shaheema A.S., Assistant Professor, SDMLC, Mangaluru
2. Dr. Ashwini P., Assistant Professor, SDMLC, Mangaluru

Date: 9/04/2022

