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Description of Document : Article 5(J) Agreement (in any other cases)

Property Description : AGREEMENT

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Second Party : LEX HAWK CONSULTING PVT LTD COIMBATORE INDI-

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MEMORANDUM OF UNDERSTANDING

This binding Memorandum of Understanding signed on 26th April 2019 entered

BETWEEN

S.D.M. Law College, Mangaluru

AND

LexHawk Consulting Private Limited, Coimbatore, India,





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- In case of any discrepancy please inform the Competent Authority.

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MEMORANDUM OF UNDERSTANDING

BETWEEN



Shree DharmasthalaManjunatheshwara Law College, Centre for Post Graduate Studies & research in Law, Mangalore, D.K.

AND



LexHawk Consulting Private Limited Coimbatore, India



MEMORANDUM OF UNDERSTANDING

Shri DharmasthalaManjunatheshwara 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 Padmabhushana DR. D. VeerendraHeggade. 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. LL.B both 3 years and 5 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 Ph. D in Law.

And

LexHawk Consulting Private Limited, Coimbatore, India indulges in the business of legal process outsourcing services, research analysis, data warehousing, back office support, knowledge process outsourcing services, software industry and information technology within India and across the world. Provide business strategy solutions, Common law admission test coaching, Legal Process outsourcing training, Non-Resident Indian Legal consultation and Non-Resident Indian Legal assistance and a consultant, data base management providers, exporters and importers of legal documents connected with legal services and developing products, templates, tools and services relating to ITES, BPO, KPO, legal process outsourcing and all other related areas in India or abroad.

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Whereas. desires to establish academic collaboration Institutions/organizations of excellence in education and research in the country and LexHawk Consulting is one among such recognized organization and seeks to promote the institutional collaborations through this Memorandum Understanding.

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SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the SDMLC as First Party and LexHawkConsultingas Second Party for the purpose of Academic and Research Collaboration that will encompass between the two parties as well as other academic activities, research and publication. 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:

I.TERMS AND CONDITIONS OF COOPERATION:

- 1. SDMLC and LexHawk Consultingshall 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:
- 2. Officials/ members from each of these institutions shall be invited for important seminars, conferences and for training programme. The financial implications shall be worked out on a case to case basis;
- 3. Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
- 4. Students, Faculty members and Researcher scholars of both the organisations are welcome to make use of the library resources of each other and to have academic interaction with the faculty, penal of experts and various centers established from time to time:
- 5. Students, Research Scholars, Trainees and Teaching Faculty of both organisations will explore possibility of taking up collaborative research work/projects/training, internship and placement related activities and also apply for funding from national and international agencies, governments and other funding agencies;
- 6. 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 SDMLC and Lex Hawk Consulting cooperates in building intellectual and research capacity and scholarship. 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.

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 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.

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.



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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. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

VI.TERMINATION

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- 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 the date of signing of the Memorandum of Understanding by the two parties.

Dr. Tharnath

Principal & Chairman

·asthala Manjunatheshwara Law College, Mangaluru

Date:26.04.2019

For Lexilawk Consulting Private Limited

Arulsagai. A

CEO 26/4/69

Director

LexHawk Consulting

Date: 26.04.2019





