

MEMORANDUM OF⁰⁹ UNDERSTANDING

This binding MOU is entered on the 3rd February 2020 between SHREEDHARMASTHALA MANJUNATHESHWARA LAW COLLEGE (herein after referred as SDMLC), Centre for Post Graduate Studies and Research in Law, Mangalore, Dakshina Kannada. Managed by Shri Dharmasthala Education Society @, Ujire, D.K.

AND

DISPUTE RESOLUTION FORUM® a registered Trust having its registered office at Shop No104, city Complex, MRPL Road, Kuchigudda Kulai, D.K District, Mangalore-575019,

The aforesaid Institutions are hereinafter referred to individually as institute and collectively as Institutes.

WHEREAS, SDMLC, Desire to establish academic collaboration with above mentioned Trust in order to provide training as an add on qualifications to their Students, Staff and other professionals in various arenas of Alternative Dispute Resolution Mechanism Prevailing in India and internationally today, Such as Arbitration, Mediation, Negotiation and Conciliation etc. And Whereas the Dispute Resolution Form is one among such registered institution in Mangalore and seeks to promote Study and Research on Alternative Dispute Resolution mechanisms and thus the institutional collaboration through this Memorandum of Understanding.

Objectives:

The objectives of this MOU are:

- To promote and enhance study and research on ADR system;
- To conduct Training Programmes, Workshops and Seminars on ADR system and issue certificates to the participants;
- To do any other activities agreed between the parties from time to time by written notifications.

Jayashree M Rathinam
Chairman
Dispute Resolution Forum



Proposed Model of Collaboration

Collaborations through the following:

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- a. Cooperation and promotion of education and training in areas of ADR Mechanisms.
- b. Any other appropriate mode of Interaction agrees upon Between the Parties.

Terms and Conditions for conducting Trainings

- a. The cost of providing infrastructure shall be borne by SDMLC;
- b. The cost of study material shall be borne by Dispute Resolution Forum;
- c. The fee shall be collected by the SDMLC and shall issue the receipt for the same to the participants. Fee so collected shall be spent for meeting the expenses of the resource Persons and study center expenses;
- d. After meeting the above mentioned expenses the amount remaining in the fee collected by SDMLC, Shall be handed over to Dispute resolution Forum;
- e. The expenses accrued to conduct the trainings shall be met with the fee collected by the Participants. In case the expenses are more than the amount shall be borne by Dispute Resolution forum alone.

Duration of MOU

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 the 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.

Intellectual Property and Confidentiality

1. The Study material shall be prepared and provided by the Dispute Resolution Forum and they shall own the copyright over the same.
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.

Jayashree Rathi
Chairman
Dispute Resolution Forum



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The confidentiality 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.

Coordinators

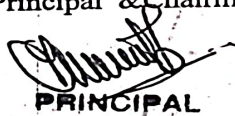
Both the parties shall designate persons who shall be responsible for Co-coordinating and implementing the terms of this MOU.

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 this execution and the same can be further extended on mutual agreement.
3. This memorandum of understanding can be terminated by either of Parties by giving six months written notice without jeopardizing the interest of the candidates registered for course.

On Behalf of
SDM Law College Mangalore

Dr. Tharanatha
Principal & Chairman



PRINCIPAL

Shri Dharmasthala Manjunatheshwara
Law College, Mangaluru
Date: 03/02/2020

On Behalf of
Dispute Resolution Forum, Mangalore

Jayashree. M. Rattihalli

Chairman


Dispute Resolution Forum

Date: 03/02/2020

