

11.11.2019-2024  
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# MEMORANDUM OF UNDERSTANDING

BETWEEN



Shree Dharmasthala Manjunatheshwara Law College, Centre for  
Post Graduate Studies & Research in Law, Mangaluru, D.K.

AND



Bangalore International Mediation, Arbitration and Conciliation  
Centre (BIMACC)



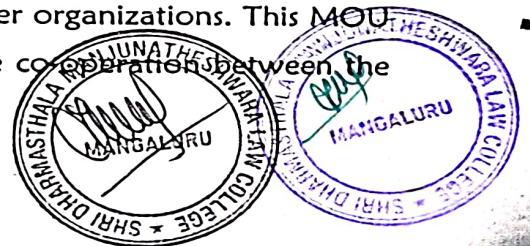
## MEMORANDUM OF UNDERSTANDING

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 Law and Doctoral Degrees in Law.

And

Bangalore International Mediation, Arbitration and Conciliation Centre (hereinafter referred as BIMACC) is a not-for-profit body, registered under section 11 and 12 of the Income Tax Act, 1961. BIMACC was inaugurated on 23<sup>rd</sup> September, 2013 and its headquarters are in Bangalore, its ADR activities function all over India and the world. BIMACC is recognized by the United Nations Commission on International Trade law (UNCITRAL), and the Department of Ministry of law and Justice, Government of India. BIMACC aims to promote India as a global Alternative Dispute Resolution hub by providing various options to parties to resolve their disputes. BIMACC conducts several certified Programmes to train mediators, arbitrators and neutral evaluators. It aims to promote conflict management and reduce litigation.

SDMLC and BIMACC 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 cooperation between the parties under this MOU.



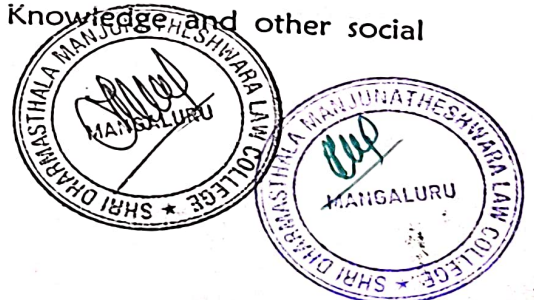
Whereas, SDMLC, desires to establish academic collaboration with Institutions of excellence in Law in the country, Law Firms, Law Associates, Statutory Bodies, Departments, Non-Governmental Organisations, etc. through this Memorandum of Understanding.

#### SCOPE OF THE AGREEMENT

This Memorandum of Understanding is signed between SDMLC as First Party and BIMACC 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 BIMACC 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 BIMACC 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. SDMLC through its ADR Cell will join with BIMACC for organizing various ADR activities like Training Sessions, Workshops/Seminars includes Awareness Programmes, Publication of ADR Materials, Dissemination of Legal Knowledge and other social outreach programmes from time to time.





4. 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 BIMACC 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;

8. 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 BIMACC 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.

#### 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, trademarks and service marks, copyrights, 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.

#### 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 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.



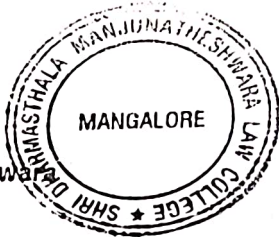
Dr. Tharanath

Chairman/Principal

SDMLC, Mangalore, D.K.  
PRINCIPAL

Shri Dharmasthala Manjunatheshwara  
Law College, Mangaluru

Date: 14.11.2019



Shri.



Director

BIMACC, Bangaluru.

Date: 14.11.2019

