

MEMORANDUM OF UNDERSTANDING

BETWEEN



RAJIV GANDHI NATIONAL UNIVERSITY OF LAW,
PUNJAB

AND



Galgotias University, Greater Noida,
Uttar Pradesh

PREAMBLE

The Rajiv Gandhi National University of Law, Punjab situated at Patiala, hereinafter referred to as "RGNUL" is a premier Institute established in 2006 by Punjab Government (Punjab Act No. 12 of 2006). The RGNUL was established to satisfy the need of having a centre of excellence in legal studies in the Northern part of the country. RGNUL is affiliated to UGC and approved by Bar Council of India. The RGNUL's State of Art Campus with all modern facilities and best Infrastructure provides for a congenial environment to the students for all round development. It has been established at Sidhuwal, Bhadson Road, Patiala. In a short span of time RGNUL has established the following specialized centers in its campus catering to the myriad needs of its students.

- Centre for Advanced Studies in Criminal Law (CASCL)
- Centre for Consumer protection Laws and Advocacy (CCPLA)
- Centre for Advanced Study in International Humanitarian Law (CASH)
- Centre for Advanced Studies in Human Rights (CASIHR)
- School of Agricultural Law and Economics (SALE)
- Centre for Advanced Studies in Labour Welfare (CASLW)
- School of Social Sciences and Inter-Disciplinary Studies (SSSIS)
- Centre for Environmental Legal Studies (CELS)
- Centre for Advanced Study in Energy Law (CASEL)
- RGNUL Enabling Unit (REU)
- RGNUL Institute for Competitive Exams (RICE)
- RGNUL Legal Aid Clinic (RLAC)
- RGNUL Centre for Constitutional Law and Governance (CCLG)
- Centre for Alternative Dispute Resolution (CADR)
- Centre for Criminology, Criminal Justice and Victimology (CCV)
- Centre for Innovation and Intellectual Property Rights (CIIPR)
- Centre for Business Laws and Taxation (CBLT)
- Centre for Excellence in Sports and Entertainment Law (CESEL)
- Centre for Studies in Aviation, Space, and Defence Laws (CASDL)
- Forensic Division

The University as first party is committed to achieve every object along with the objective of RGNUL, as enshrined in the RGNUL Act, 2006, inter alia, includes "To liaise with institutions of higher learning and research in India and abroad".

Whereas, the Second party is Galgotias University sponsored by Smt. Shakuntala Educational and Welfare Society and is established by the State of Uttar Pradesh under the section 2(f) of the UGC Act, 1956 vide The Galgotias University Uttar Pradesh Act, 14 of 2011.

Galgotias University has achieved the Highest Benchmark towards Academic Excellence i.e., NAAC A+ Accreditation in its First Cycle and is committed to research

and academic excellence at national and global levels. Galgotias University is the only Private University in Uttar Pradesh to attain the highest NAAC Score of 3.37 out of 4 Awarded by NAAC. The University has 13 schools and 19 Departments with over 100 programs in Polytechnic, Undergraduate, Postgraduate and PhD programs. The following programs have approvals from various Councils [Pharmacy: Pharmacy Council of India (PCI); Law: Bar Council of India (BCI); Nursing: Indian Nursing Council (INC); Education: National Council for Teacher Education (NCTE); Hotel Management: Norms of National Council for Hotel Management (NCHM)].

The University is recognized in band "Excellent" in the ARIIA Ranking 2021 and has been granted the UGC-12B status and DSIR SIRO. Galgotias University is situated at PlotNo.2, Sector17-AYamuna Expressway, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, India.

Whereas, the RGNUL desires to establish academic collaboration with institutions of excellence in the field of law, Social Science and other disciplines in India and other countries abroad and Galgotias University is one among such recognized institutions and seeks to promote the institutional collaborations for academic, research and publication through this Memorandum of Understanding.

SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the Rajiv Gandhi National University of Law, Punjab (RGNUL) as **First Party** and Galgotias University as **Second Party** for the purpose of Academic/institutional Collaboration that will encompass exchange of students and members of faculty 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. The collaboration between the First Party and the Second Party shall be subject to following:-

I. TERMS AND CONDITIONS OF COOPERATION:

1. The RGNUL and the Galgotias University shall 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. The RGNUL and the Galgotias University shall offer full time regular as well as optional courses to the undergraduate and post graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
3. The Ph.D. candidates in interdisciplinary areas of research involving law from the Galgotias University shall work under the supervision of the faculty members of RGNUL (as a co supervisor) or if agreed, jointly supervised by the faculty members from the two parties;

4. Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case- to-case basis;
5. 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;
6. Ph.D. Scholars of both the parties shall be allowed to make use of the library resources of each other and to have academic interaction with the faculty;
7. Research Scholars and Teaching Faculty of both the RGNUL and the Galgotias University will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;
8. Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decision will be taken with mutual agreement;
9. In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration via an Arbitration Committee of a member nominated each by the two parties and one member will be jointly nominated by the two parties.

II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by RGNUL and Galgotias University to co-operate in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent of both 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 in writing.

IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. With respect to each project and programmes 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, copyright, 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 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.

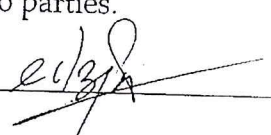
V. NON-BINDING NATURE OF MEMORANDUM

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

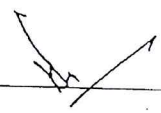
1. This memorandum shall come into force immediately upon its signature by the parties.
2. The validity of this Memorandum of Understanding is initially for a period of five years from the date of its execution and the same can be further extended on mutual agreement.
3. This Memorandum of understanding can be terminated by either party by giving six months written notice to the other and without jeopardising the coursework or registration of any of the students of either institution. 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.

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.



Prof. (Dr.) G.S. Bajpai
Vice-Chancellor
Rajiv Gandhi National University of Law,
Punjab

Dated: 4.1.2023



Dr. Nitin Gaur
Registrar
Galgotias University, Greater Noida
Uttar Pradesh.

Dated: 4.1.2023