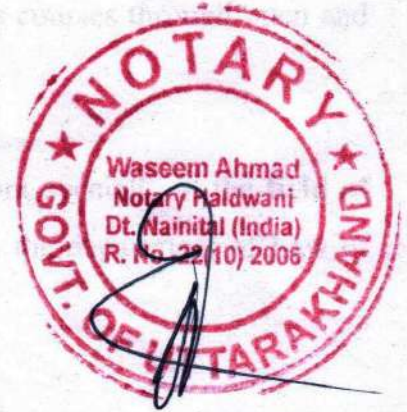
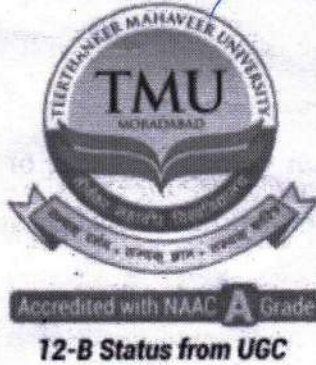


MEMORANDUM OF UNDERSTANDING

(For Promoting Joint Research Work)

This Memorandum of understanding is being executed on 29th of Feb. 2024 and it will be effective from 29th of Feb. 2024

Between



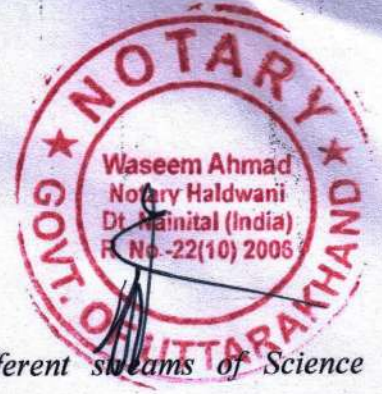
Teerthanker Mahaveer College of Law & Legal Studies, Moradabad (U.P) represented by the Prof. Harbansh Dixit, Dean Faculty of Law.

Hereinafter referred to as the **“First Party”** and this expression shall, unless repugnant to or inconsistent with the context and meaning will include any successors or permitted legal representatives as the **First Party**.

AND



UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand established by **Uttarakhand Open University Act No. 23 of 2005** and also recognised by **Distance Education Bureau of UGC, New Delhi** existing at Teen-Pani Bypass, TransportNagar, Haldwani, District – Nainital, Uttarakhand hereinafter referred to as **Second-Party**, **“University”** or **UOU**, and this expression shall, unless repugnant to or inconsistent with the context and meaning shall include any successors or permitted assignees of the **Second Party**.



WHEREAS:

- A. First Party is a University offering programmes in different streams of Science /Commerce /Arts/**Law**/Medicine/Engineering and which it is presently located at Moradabad (Uttar Pradesh)
- B. The Second Party is a State Open University offering various courses through open and distance learning mode,

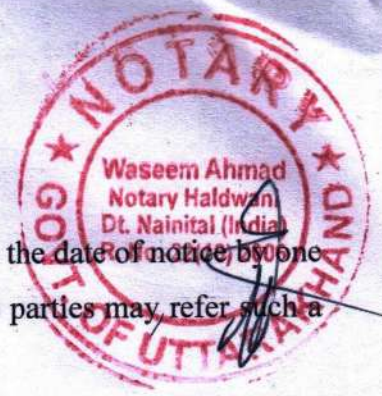
WHEREAS both the parties wishes to promote quality research work specially in the **field of law** and support each other by using research facilities available in the department of Law of both the parties

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. Both the parties will promote joint research work and will appoint each other's faculties as Co-guide in the respective law departments (whenever Ph.D./research work is undergoing) as per requirement to enhance the quality of research work.
2. Both the parties will provide access to the students of law to use the research facilities available in the campus of both the Universities.
3. Both the parties will organise special invitee lectures/workshops of the faculties for the enhancement of legal and research skills of the students of both Universities.

4. Applicable Law and Dispute Resolution

- 4.1 This agreement and all questions of its interpretation shall be construed in accordance with the laws of this country (India).
- 4.2 In case of dispute between the parties with regard to this agreement, prior to moving the court the matter shall be referred to the arbitration tribunal.
- 4.3 Both the parties shall make all reasonable efforts to reach an amicable solution by means of direct negotiation.



4.4 If the parties do not reach an agreement within thirty (30) days from the date of notice by one party, of its intention to resolve the dispute in an amicable manner, the parties may refer such a dispute to arbitration in accordance with the following procedure :-

- a) All disputes shall be settled through arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 by an 'Arbitration Board' comprising of three arbitrators.
- b) Each Party shall independently appoint one arbitrator to the arbitration board and then they will jointly appoint the third arbitrator who shall serve as Chairperson of the Arbitration Board.
- c) The parties shall bear, in equal proportion, all the costs related to the Arbitration Board.
- d) The Arbitration Board shall have the powers to award only such remedy as is contemplated in this agreement including the injunctive relief.
- e) The place of sitting of Arbitration Board shall be within the District of Moradabad only.

4.5 In case the matter is to be referred to the court, all issues arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Moradabad and the parties hereby irrevocably submit to the jurisdiction of these courts. The parties irrevocably waive any objection to venue of these courts and objection based on the doctrine of forum non-convenience or similar grounds that these courts are inconvenient for determination of a dispute.

5.1 The parties to this agreement shall not be liable to each other for failure or delay in the performance of any of its obligations under this agreement for the time and to the extent such failure or delay is caused by riots, civil disturbance, wars, hostilities between nations, government rules, orders regulations, embargos, action by the government (s) or any agency thereof, or an act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the parties to this agreement.

5.2 In the event that either party is wholly or in part, prevented or hindered from carrying out or in observing any of the terms or conditions of this agreement for any cause set forth herein above, such party shall give a written notice to the other party by the most expeditious means, as soon as possible, after the occurrence of the cause relied on, giving full particulars of the reason




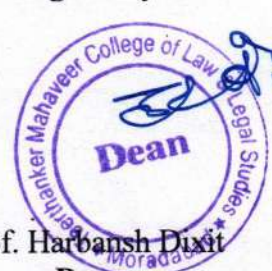
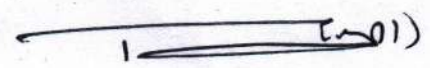

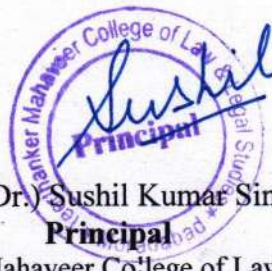


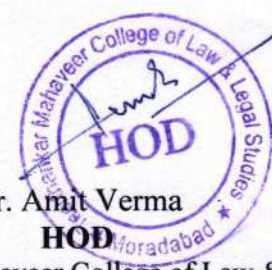
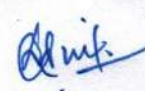
for such prevention or hindrances, and the party shall, in good faith, consult each other and take necessary measures for resolution of the affairs so prevented or hindered.

5.3 Notwithstanding the notice to this effect and all the efforts to redress and improve the situation, so caused (as given in Para 5.1 and 5.2), if the situation cannot be brought back to normal operation stage, this contract shall stand discharged. In the event of such a situation, a proper public-notice thereof shall have to be given by the party, so affected.


In witness whereof the parties affix their signatures below on this 29th day of February 2024.....

FOR FIRST PARTY

FOR SECOND PARTY

<p>Signed by</p>   <p>Prof. Harbansh Dixit Dean Teerthanker Mahaveer College of Law & Legal Studies, TMU, Moradabad, Uttar Pradesh</p>	<p>Signed by</p>  <p>Registrar Uttarakhand Open University Haldwani (Nainital) Registrar/Authorised Signatory Uttarakhand Open University, Haldwari, Uttarakhand</p>
<p>Dated:</p>	<p>Dated:</p>
<p>Witness 1</p>   <p>Prof. (Dr.) Sushil Kumar Singh Principal Teerthanker Mahaveer College of Law & Legal Studies, TMU, Moradabad, Uttar Pradesh</p>	<p>Witness 1</p>  <p>Dr. Deepankar Joshi Assistant Professor (Law) School of Law Uttarakhand Open University Haldwani</p>
<p>Witness 2</p>   <p>Dr. Amit Verma HOD Teerthanker Mahaveer College of Law & Legal Studies, TMU, Moradabad, Uttar Pradesh</p>	<p>Witness 2</p>  <p>Dr. D. S. Farswan Associate Professor & Head of School of Education Uttarakhand Open University Haldwani, Nainital, Uttarakhand</p>

IDENTIFIED BY


ATTESTED

Wassem Ahmed
Notary Advocate
HALDWANI (Nainital)
Uttarakhand

