



# Memorandum of Understanding

between

**Gujarat National Law University** 

And

vInnovate (weInnovate for logo and graphic purposes)

### PREAMBLE

Gujarat National Law University (GNLU), Gandhinagar, (www.gnlu.ac.in), GNLU is a statutory University established by the Government of Gujarat through Gujarat National Law University Act, 2003. GNLU is recognised by the Bar Council of India (BCI) and the University Grants Commission (UGC). GNLU is a member of the Association of Indian Universities (AIU); the United Nations Academic Impact (UNAI); and, the International Association of Law Schools (IALS). GNLU offers interdisciplinary legal courses in five faculties namely, B.A.LLB, B.Com. LLB, B.Sc. LLB, BSW. LLB, BBA. LLB; two postgraduate programmes namely, LLM and MBA (Financial Management and Business Laws) as well as doctoral programmes in law and inter-disciplinary fields and foreign law and languages programmes. Over a period of time since its inception, the University has established itself as a leading National Law University in the country, with its intensive focus on research-based activities and teaching through the establishment of specialized Centres, organizing extension and training programmes, national and international conferences, guest lectures and collaborations for faculty and student exchange programmes. For its exemplary efforts in the promotion of legal education, UGC has recognized GNLU as a model legal university in terms of access, equity, relevance, and high standards in 2011. The National Assessment and Accreditation Council (NAAC) has accredited the University with A' Grade in 2016.

**vInnovate** is a registered NGO under the provisions of Section 25 of the Companies Act, 1956, an open group of people who aim to tackle societal problems with innovative solutions, using information and communication technology. Through their chapter/project 'Saral Kanoon', the organization aims to disseminate legal information in a systematically simplified, graphically illustrative and concise manner to a right conscious society and a participatory democracy

**RECOGNISING** that the cooperation and collaboration between the GNLU and vInnovate (*shall hereinafter be collectively referred to as 'the Parties''*) would further common objectives, promote two-way collaboration, strengthen active participation in policy-making processes, and strengthen the support for the multi-stakeholder participation, the Parties hereto wish to record under this Memorandum of Understanding (MOU), the terms of their mutual understanding and their commitment to take forward this partnership as per the Terms & Conditions (T&C), set out hereunder.

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NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Understanding (MOU).

#### 1. Intent of the Parties

This MOU is a statement of intent setting out the framework agreed between GNLU and vInnovate regarding the cooperation in the activities listed in Annex 1

#### 2. Principles

The Parties to this MOU recognise the following principles:

- a) they will mutually work in good faith to meet the goals of this MOU.
- b) this MOU is a statement of intent and does not create, directly or indirectly, any legally binding rights, obligations or liabilities, on either Party except where expressly so provided or necessarily implied; which for the avoidance of doubt shall include this sub-clause and Clauses 4 and 5;
- c) this MOU is a non-exclusive and either party is free to enter similar arrangement with other institutions.
- d) this MOU cannot, and is not intended to, modify or supersede any law or regulation.
- e) no provision of this MOU is intended to give rise to the right on the part of any person, entity or governmental authority who is not party hereto, directly or indirectly, to obtain any information or to challenge the execution of a request for information under this MOU.

#### 3. Notification and consultation

Cooperation, communication and the sharing of information can be effected through meetings, by the exchange of letters and documents (in written or electronic form).

#### 4. Confidentiality and use of information

Information exchanged between the Parties under or in regards to this MOU will only be used by the recipient for the purposes of fulfilling the spirit of this MOU. Such information will not be disclosed to any third party in any manner, without the prior consent of the Party providing the information, unless the disclosure is required by law. To the extent allowed by law, the recipient being so required by law to disclose any such information will inform the other Party about the situation as soon as is practicable.

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Each Party will establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of information received from the other Party under this MOU.

#### 5. General provisions

Either Party may at any time make any change to the contact details of the designated principal contacts of such Party (see Annex 2). Any such change may take effect by verbal communication to the other Party, which may be confirmed subsequently in writing to that other Party.

This MOU shall continue in effect for a period of one (1) year from the date of sign and will automatically be renewed each year, provided however that either Party may terminate this MOU at any time by giving the Other Party 30 days' advance written notice.

Any dispute arising from the implementation or interpretation of this MOU shall be subject to joint consultations between the Parties with the aim of reaching an amicable resolution of the issue.

Made at \_\_\_\_\_ on this day of 2021, in two originals in English language.

IN WITNESS WHEREOF the authorised representatives of the Parties hereto have signed this MOU.

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For Gujarat National Law University

For vInnovate Social and Technological **Research Foundation (weInnovate)** 

Prof. (Dr.) S. Shanthakumar Director, GNLU, Gandhinagar Date:

Mr. Aaditya Bhatt, Advocate, **Gujarat High Court** Date:

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APROROA PATEL Head, GNKU Centre for Law & Society

## Annex 1: Areas of cooperation between GNLU and vInnovate

The Parties will, in particular, explore opportunities to build a cooperative working relationship, in identified areas of common interest, in order to:

- a) Bring in domain expertise for the purpose of training and capacity building for policy analysis and development in the area of law
- b) Foster dialogue to promote mutual understanding, exchanging information and material regularly on laws, policies and rules in the subject area of law that are being developed or in existence
- c) Promote and encourage participation and involvement of different stakeholders thereby fostering a network of international, national and/or regional stakeholders and decision makers that could contribute to legal and policy development processes in the area of law.
- d) Conduct evidence-based policy research to aid policy formulation and monitoring in the thematic area as agreed between the parties
- e) Collaborate with central ministries and states in policy development initiatives related to thematic priority as mutually agreed between the parties
- f) Enable virtual linking or networking of resources in the specific thematic area, synthesising of best practices and research updates in the specified theme
- g) Further networking with other institution(s) in their respective thematic areas so as to develop a knowledge ecosphere in the country in the area of law.
- h) Engage students by providing internship and recruitment opportunities.

The specific activities to be undertaken under this MOU will be decided from time to time on mutual consultation or separate written arrangements depending on the requirements of the activities.

The collaboration would be without any financial commitment though parties may separately consider the provisioning of need based assistance for specified activities on a case-to-case basis.

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# **Annex 2: Designated Principal Contacts**

For Gujarat National Law University

Ms. Apoorva Patel, Head, Centre for Law and Society & Assistant Professor of Social Work E. <u>apatel@gnlu.ac.in</u> M. (+91) 8128650802 For vInnovate Social and Technological Research Foundation (weInnovate) Mr. Aaditya Bhatt, Advocate, Gujarat High Court E. <u>aadityabhattadvocate@gmail.com</u> M. (+91) 9824323743

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