

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ICFAI UNIVERSITY, JAIPUR

AND

RAJASTHAN EDUCATION TRUST

FOR

SUPPORTING ACADEMIC ACTIVITIES AT ICFAI LAW SCHOOL

THIS Memorandum of understanding (MOU) is made on this the 10th day of March, 2023.

BETWEEN

ICFAI University, Jaipur (a Private University established by the ICFAI University Jaipur Act 2011 (Act No.26 of 2011) enacted by the State Legislature of Rajasthan), located at Agra Road, Jamdoli City, Jaipur, Rajasthan-302031 and represented by it Registrar, Shri. Pramod Kumar Arya, Aged about 50 yrs, R/o Jaipur, (Hereinafter referred to as '**ICFAI**') which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and administrators in office, legal representatives and permitted assigns on the **FIRST PART**.

AND

RAJASTHAN EDUCATION TRUST, a Public Charitable Trust, having its office at B-203-204, Trimurty Dave Apartments, Sawai Jai Singh Highway Banipark Jaipur, Rajasthan-302016, represented by its President Shri D. C. Agrawal, Aged about 75 yrs, R/o Jaipur (Hereafter referred to as '**RET**') which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and administrators in office, legal representatives and permitted assigns on the **SECOND PART**.

ICFAI University, Jaipur and **RAJASTHAN EDUCATION TRUST** will hence forth be referred to collectively as the "**PARTIES**".

- I) Whereas RET is one of the oldest serving Public Charitable trusts in Rajasthan, having been founded by Late Shri Chiranjilal Agrawal (Advocate & Doyen Bar) in the Year 1962. RET has been conducting various educational, medical and other activities to benefit the citizens of Rajasthan and other parts of India over the last 60 years.
- II) Whereas ICFAI University, Jaipur is established under The ICFAI University, Jaipur Act, 2011 (Act No. 26 of 2011) passed by Legislative Assembly of Rajasthan. The University has been notified under Notification No.F.2 (26) Vidhi/2/2011 dated September 22, 2011. The University is sponsored by The ICFAI Society – a not for profit educational society established in 1984.
- III) Whereas ICFAI has established ICFAI Law School (Faculty of Law) as its constituent to conduct law programs and apart from imparting the legal education to the enrolled students as per the curriculum prescribed by the Bar Council of India, also is involved in engaging and encouraging the law students enrolled with it, to undertake a research study work in various fields to study the problems and challenges confronted by the common people in society every day including the cases pertaining to the human rights, violations of the rights to equality, deprivation to lead a dignified life, paucity of means to earn livelihood, international relations etc., and to prepare a research paper on the case study and suggest their legal solutions.
- IV) AND WHEREAS the RET is engaged in upliftment of the poor and the deprived class of the society by imparting them education, by providing them the opportunity to earn their livelihood by dignity through skill development, forming their self-help groups, by providing legal help to such people etc.

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V) AND WHEREAS the Parties are interested in associating with each other to perform the activities, mentioned herein under and in furthering the cause of legal education in Rajasthan and would like to jointly undertake the same:

NOW THIS MEMORANDUM WITNESSETH AS UNDER:

Purpose:

The Parties of this Memorandum of Understanding indicate their willingness in principle to cooperate in furthering the cause of legal awareness and empowerment in rural areas of Rajasthan.

Activities:

1) Village Adoption

ICFAI proposes to adopt five villages around the ICFAI University Jaipur Campus in Jandoli, Jaipur, Rajasthan.

Objectives:

- To inspire and bring awareness to the rural communities about their legal rights and duties.
- To render Legal- service to the larger community of the villages by creating and sustaining a culture of cooperative living for inclusive and sustainable development.
- To empower marginalized and vulnerable groups, in the village particularly the Women and Children to seek positive transformation and to engender progressive changes in the village communities through alternative development models that are participatory, sustainable and inclusive.
- To build partnerships and networking/tie ups with various agencies (NSS units, NGOs, industries, Public and Private sector, NRI) and industries working in and around the village/district for development of the selected/adopted village/s.
- To establish convergence models of legal resources and Government schemes and policies, to achieve community based development.

Implementation process:

- ICFAI to identify the economically backward villages in the said area.
- To conduct survey in order to identify and generate awareness on socio, economic and legal issues in these villages through various modes like data collection etc.
- To ensure availability and accessibility of basic amenities and services for achieving Sustainable Development Goals.
- ICFAI to establish Clinical Legal Aid Cell in its campus.
- Build the adopted village into a "knowledge hub" which can attract resources for the development of other villages in its vicinity.
- Provide Educational empowerment to the Adopted Villages by free counseling and implementation of scholarship and training program through ICFAI's CSR policies.
- To conduct mock test for CLAT and other law entrance exams at the PG Level and judicial services exam to achieve socio economic and legal empowerment and also help in providing scholarships /fee concession to

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the meritorious candidates who are interested to pursue any law course in ICFAI.

- ICFAI to conduct Legal aid camps and awareness programs in the villages.
- Aid ICFAI in imparting legal help and assistance to the needful of the deprived class in the villages.

2) Know thy Constitution

Objectives:

- Conduct expert session/ lecture series based on RET supported publications related to the Constitution for student/staff.
- Distribute videos and e-content on electronic medium.

Implementation process:

- i. RET to render its support to ICFAI for arranging the subject matter Experts/Judges/Advocates/other eminent personalities and conducting expert session/ lecture series which may be based on RET supported publications related to the Constitution.
- ii. RET shall render requisite support to ICFAI in creating awareness through slides and videos demonstrating the different stages of framing of the Constitution of India to its students/staff and others.
- iii. RET shall support the Legal Aid Cell of ICFAI for conduct of awareness programs through Nukkad natak, client counseling and case based approaches etc.

3) National Debate Competition

The Parties agreed to conduct annually "**Justice S. C. Agrawal Legal Debate Competition**" named in honor of Late Honorable Justice S. C. Agrawal, Retired Justice Supreme Court of India and of Rajasthan High Court, who also served as President RET.

Implementation process:

- The debate competition will cover current trending topics, and will be conducted by ICFAI annually in collaboration with RET.
- RET shall sponsor the award to the winner(s) of the Justice S. C. Agrawal Legal Debate Competition. Amount of such an award shall be agreed to by the Parties.
- ICFAI shall incur the expenses for conduct of the annual Debate Competition.

4) Duration and Termination:

- This MOU will be effective for a term of Three years (3 years) based on the effective date of this MOU. It can be renewed for an additional term of 2 years if both Parties are agreeable.
- The Parties shall be at full liberty to terminate the MOU by issuing prior notice of 60 days (2 months) to the other party.
- The termination of this MOU shall not affect the validity and duration of any arrangements, programs, activities or projects made under this MOU until

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the completion of such arrangements, programs, activities, or projects, unless otherwise agreed upon by the Parties.

5) Financial and Other Obligations:

- RET will not be responsible for incurring expenses related to conduct of activities under this MOU other than those specified.
- However, funding of any extended activity related to this MOU may be determined at the time the specific activity is approved by both parties to this MOU. Both parties understand that all financial arrangements that are negotiated will depend on the availability of funds and other resources.

6) Effective Date:

This MOU will become effective upon the date of signature by the below named representatives of both institutions.

7) Legal Effect of this MOU:

This MOU is legally non-binding in nature, except for the provisions relating to intellectual property and confidentiality, which is binding upon the Parties.

8) Confidentiality:

Each party shall keep confidential all information or material acquired or produced in connection with this MOU and shall not without prior written consent use or disclose or otherwise make available this information or material in any form to any person. This provision shall survive the termination or expiry of this MOU upto a six month period after the termination of this MoU.

9) Intellectual Property:

The Parties shall not use the trade name, trade mark, symbol or designation belonging to the other party without prior approval and permission. This provision shall survive the termination or expiry of this MOU upto a six month period after the termination of this MoU.

10) Non-exclusivity:

This MOU is non-exclusive and the Parties are not precluded from having similar collaboration with others.

11) Miscellaneous:

- The Parties shall endeavor to take adequate steps to ensure the successful performance of the deeds agreed and co-operate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with service motive and there is no monetary obligation/consideration involved herein between the Parties.
- The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
- No party shall claim itself as an agent or representative of the other party or create any liability for the other party.
- Any dispute arising from the implementation of the provisions of this MOU shall be settled amicably by consultations or negotiations.
- The parties may review and agree for amendment of this MOU, which shall be in writing and signed by both the parties.

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IN WITNESS WHEREOF, the undersigned have executed this MOU, in duplicate, as of the date set forth above through their authorized representatives.

For ICFPAI University Jaipur
(ICFAI)

FOR Rajasthan Education
Trust (RET)

(Dt) 26/01/2023

Shri D.C. Agrawal

Dr. Pramod Kumar Arora
Registrar (officiating)

Shri D.C. Agrawal
President

RAJASTHAN EDUCATION TRUST

FOR OUTREACH ACADEMIC ACTIVITIES AT ICFPAI LAW SCHOOL

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