



V.V. GIRI NATIONAL LABOUR INSTITUTE

NATIONAL LAW UNIVERSITY DELHI

MEMORANDUM OF UNDERSTANDING BETWEEN V.V. GIRI NATIONAL LABOUR INSTITUTE, NOIDA AND NATIONAL LAW UNIVERSITY DELHI

In order to facilitate academic exchange and student mobility, to develop academic relationships, and in support of collaborative research related to labour and employment issues, V.V. Giri National Labour Institute, Noida and National Law University Delhi (NLUD) hereinafter collectively referred to as "The Parties" agree to establish this Memorandum of Understanding (MOU) as a framework for cooperative programs.

This MOU is strictly for internal management purposes for each of the parties. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private right, benefit, or cause of action for or by any person or entity enforceable by law or equity against VVGNLI or NLUD, their officers, or employees, or any other person.

ARTICLE 1 Collaborative Activities

The cooperation may concern any areas related to labour and employment, that the parties agree. It will include various activities, such as:

1. Collaborative research projects

It is recognized that significant opportunities will exist for cooperative social research at the collaborating institutions. Research activities require specific arrangements. In view of the importance of cooperative research, collaborating institutions agree to give a high priority to this within their overall relationship.

2. Collaborative seminars and workshops

It is felt that the collaborating institutions need to highlight and disseminate the prospects and challenges of various labour and employment issues in the country in general and the northeast in particular. For this, collaborative seminars and workshops will be organized.

3. Co-supervisor for research scholars

The collaborating institutions recognize that there are considerable benefits when students are provided with opportunities for conducting their research with the guidance and supervision of faculties specialised in that field. Arrangements for this kind of co-supervision facility for research scholars of one party by the faculties of the other party can be considered on a case-to-case basis. However, this will be subject to UGC Regulations and institutional regulations/guidelines relating to PhD and Research in the partnering institutions.

4. Internship for Students

The collaborating institutions agree mutually to send students for internship, to the other party. On mutual basis, some concrete operational details, such as the number of exchange students recognizing the internship or study by the parent institution for earning the degree, the period of staying with the other party and treatment etc., will be agreed on by the two parties before the exchange is conducted in the future.

5. Exchange of faculty

It is agreed that linkages will be strengthened by personnel visits and exchange between the collaborating institutions. The purpose is to exchange information and develop specific cooperative projects and programs. Arrangements for each such visit will be made under the aegis of the institutions. The purpose, timing and other details concerning exchanges and short visits shall be mutually acceptable to the institutions. It is agreed that information concerning the purpose and duration of faculty and research visits, the research backgrounds of personnel and further details, as required, will be provided to the host institutions at least two months prior to the proposed visits.

6. Collaborative educational programmes

The collaborating institutions recognize the importance of expanding the horizon of labour education. In view of this, it is agreed to start collaborative educational courses/programmes both ONLINE and OFFLINE. The modalities can be worked out by the two parties.

7. Sharing of library resources

The collaborating institutions recognize the importance of library resources. In view of this, it is agreed to share the library resources subject to the availability of resources and prior approval of the partnering institutions. The modalities can be worked out by the two parties.

8. Creation of research resources

The collaborating institutions would engage in identified research activities to create research monographs, course materials, research digests and readers on labour and employment matters subject to the availability of resources and in prior discussion with the partnering institutions. The scheme and design of the research can be discussed and planned between the parties.

ARTICLE 2

Scheduling Governing Activities

Specific mechanisms for the implementation of particular co-operative activities shall be established. Under normal circumstances, all expenses such as salary, travel, living and allied costs will be the responsibility of the exchangee's home institution.

ARTICLE 3

Financing Collaboration

The collaborating institutions shall endeavour to seek finance for joint activities from sources available to them. Both parties shall approach funding agencies for financing the joint collaborative activities.

ARTICLE 4

Regulations Governing Activities

All activities developed under the auspices of this MOU will respect and uphold the corresponding norms, traditions and regulations of the collaborating parties.

ARTICLE 5

Modification and Termination of the MOU

This MOU may be modified at any time if circumstances arise which call for any alteration, subject to the approval of both parties. In case of any proposal to modify the MOU, three months' written notice shall be given to the other party. This MOU may be terminated by either party on six months written notice without prejudice to the persons already engaged in a current program of exchange.

ARTICLE 6

Duration and Renewal of the MOU

This MOU shall take effect for a period of ten years upon the date of the signatures appended and will remain valid until one party notifies the other of its wish to terminate the MOU, the minimum notice for such termination being six months. Further continuance of this MOU will be subject to a joint agreement and review by both parties to be undertaken prior to the expiry of this MOU.

ARTICLE 7

Clarification/Dispute if any

In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Director General of VVGNLI and the Vice Chancellor of the National Law University Delhi or their duly authorized representatives. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.

ARTICLE 8 Miscellaneous Provisions

No costs may be incurred by either Party without providing prior written intimation of the same to the other Party. In the event that either Party incurs any costs without the prior approval of the other Party, such Party agrees to wholly bear all such costs incurred by it.

Neither Party is authorised to utilise the name, insignia, symbol, trademark or logo of the other Party without prior approval, and neither Party shall, at any time disclose to any third Party, or use, or authorise

any third Party to use or disclose any confidential information received from the other Party, except as authorised in writing.

All Materials created, collated and identified pursuant to this MoU shall be owned jointly by the Parties, including intellectual property rights, and may not be used independently by either Party, for any purpose and in any manner that it deems fit, without prior approval of the other Party.

Explanation: "Materials", for the purposes of the above-mentioned clause, is defined as any reading material, course material, training material, text, research, video graphic material, concepts, data, databases and data collections, works of authorship, and other forms of written material or any other materials in any medium or format created pursuant to the objectives of this MoU.

ARTICLE 9 Signature of the Memorandum of Understanding

The parties hereby agree to execute the objectives of the MOU within the framework of the Terms of Reference of this agreement.

This MOU is written in English, in two identical originals, both of equal validity.

For V.V. Giri National Labour Institute(VVGNLI), Noida, Uttar Pradesh	For the National Law University Delhi
Name: Dr Arvind	Name: Prof. G.S. Bajpai
Designation: DG, VVG NLI, NOIDA	Designation: Vice Chancellor & Professor, National Law University Delhi
Seal:	Seal:
Date:	Seal: 27.03.2514
Witness: Rumahhosh	Witness 27/3/2024
Name: Dr. Ruma Ghogh	Name: Dr. Sophy K.J.
Designation: Serior Fellow,	Designation: Associate Professor, National Law University Delhi
Designation: Serios Fellow, V.V. Giri National Laborn Date: Sudjitute	Date: