

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

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 Odisha 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 VVGNI or NLUO, their officers, or employees, or any other person.

**ARTICLE 1
Collaborative Activities**

The cooperation may concern any areas related to labour and employment upon which 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. Collaborative research work shall emphasize on women work force participation and prevention of child labour.

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 specialized in that field. Arrangements to 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.

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. 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 start sharing of library resources. The modalities can be worked out by the two 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

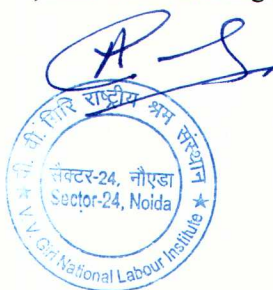
Financing Collaboration

The collaborating institutions shall endeavor to seek finance for joint activities from sources available to them. Both the 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
Confidentiality

Confidential information shall mean and include any information disclosed by the disclosing Party to the other either directly or indirectly, in writing, orally or visual/by inspection (including, without limitation, documents, reports, statistics, data), which is (a) designated as "Confidential," "Proprietary" or a similar designation; or (b) would reasonably be understood to be confidential. This shall include, but not limited to the information regarding projects (actual, proposed or developed as part of the engagement with each other) which is proprietary to the disclosing Party, the existence of discussions and research data prepared (verbal, written or otherwise) etc.

Both the Parties agree to maintain secrecy and confidentiality of any and all confidential information exchanged between them in relation to this MoU or related thereto.

Both the Parties agree to restrict access and disclosure of confidential information to their employees, agents, vendors, and contractors strictly on a 'need to know' basis and take adequate steps to ensure that they maintain confidentiality of the information disclosed to them in accordance with this MoU.

The Parties of this MoU shall provide each other, the access to confidential information necessary to executive the objectives of the MoU. Parties shall not disclose or share this confidential information to any third party.

Confidential information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this MoU and / or as requested by the disclosing Party, confidential information shall be returned to the disclosing Party or destroyed, if incapable of return, within a period of 30 days. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties.

In the event that any of the Parties hereto becomes legally compelled to disclose any confidential information to a third party, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize, to the extent possible damage, caused by such disclosure if any. The obligation of this clause shall be satisfied by handling confidential information with the same degree of care and caution which the receiving Party would apply to its own similar confidential information which in no event shall be less than reasonable care and caution. The obligations of this clause shall survive the expiration, cancellation or termination of this MoU.

ARTICLE 6
Intellectual Property Right

Parties will have a joint Intellectual Property Rights (IPR) on projects, courses, events and published material developed jointly. The revenue generated from such copyrighted materials, if any, shall be shared as per mutual understanding on a case to case basis.

Copyright in any material produced separately by either party will remain with the party producing the document, report, training materials, etc.

Any material/available knowledge products (Reports, Information, Education and Communication material) copyright, logo of either NLUO or VVGNNLI shared under this MOU are the exclusive property of NLUO and VVGNNLI respectively.



Each party shall not use such property of other party in any manner offline (Catalogue, Brochure, Pamphlets etc.) or online (Websites and other advertisements) without prior written consent of the owner thereof.

ARTICLE 7

Non-exclusive Agreement

Nothing in the above sections will prevent either Party to take up similar activities independently or with other partners. The MOU between VVGNI and NLUO is a nonexclusive agreement. Both the parties can independently collaborate with other parties or enter into an MOU / agreement during currency or the extended currency of this MOU.

ARTICLE 8

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 9

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 10

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 VVGNI and the Vice Chancellor/ Registrar of NLUO 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 11


Signature of the Memorandum of Understanding

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

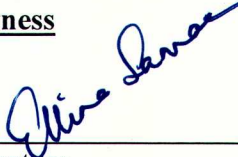


This MOU is written in English, in two identical originals, both of equal validity.


Date:

Signature 
अमित निर्मल / AMIT NIRMAL
प्रधानिदेशक / Director General
वी.वी. गिरि राष्ट्रीय श्रम संस्थान
V.V. Giri National Labour Institute
सेक्टर - 24, नोएडा Sector - 24, Noida
For V.V. Giri National Labour
Institute, Noida

Witness

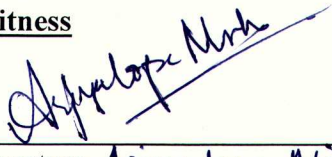

Signature
ELLINA SAMANTROY
FELLOW, VVGNI
[Faculty] 17.10.2022
VVGNI, Noida

Date: 10/10/2022

Signature 

Prof. Dr. Rangin Pallav Tripathy
Registrar
For National Law University, Odisha
Cuttack

Witness


Signature Arjun Kumar Mishra
[Faculty]
NLUO, Cuttack