



MEMORANDUM OF UNDERSTANDING

Between

BITS Law School, under BITS Pilani

And

Maharashtra State Human Rights Commission

1st February 2024

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding (“MOU”) is made in Mumbai on the 1st day of February 2024

BETWEEN

BITS Law School, established in 2023 in Mumbai under the aegis of BITS Pilani (recognized as an ‘Institution of Eminence’ by the Government of India), with a permanent residential campus in Kalyan, Mumbai Metropolitan Area in Maharashtra 421301, India acting through its Dean, Prof. (Dr.) Ashish Bharadwaj (hereinafter referred to as “BITSLAW” or “the First Party”),

AND

The Maharashtra State Human Rights Commission (MSHRC), established in 2001 under Section 21(1) of Protection of Human Rights Acts, 1993, a commission established for the promotion of respect for human rights in the state of Maharashtra, having its office at 9, Hajarimal Somani Marg, Mumbai - 400001, acting through its In Charge Secretary, Dr. Swarupa Dholam, (hereinafter referred to as “MSHRC” or “the Second Party”), which expression shall include its affiliates, and others acting in similar capacity.

A. AREAS OF COLLABORATION

To further the objective of promoting holistic legal education, advancing the quality of the legal profession in India and professional development of academicians/practitioners, and promoting and strengthening awareness and research in the field of human rights, BITSLAW and MSHRC desire to establish a relationship of mutual benefit involving cooperation in the following areas:

a. Academic Seminars, Training Workshops/Programs, and Practice-Based Conferences

- i. Both parties shall endeavour to jointly organize co-branded Academic Seminars, Training Workshops/Programs, and Practice-Based Conferences from time to

time on various themes including but not limited to promoting, protecting, and enforcing human rights through education, information and publicity, Human Rights under the Indian Constitution and International Covenants, and legal education relating to Human Rights. The parties shall jointly decide on the themes and the speakers to be invited.

- ii. Both parties shall contribute resources, expertise, and support to ensure the success of these events, which will seek to bring together experts, scholars, activists, and stakeholders to discuss and address human rights concerns.
- iii. The financial arrangements relating to the costs of the event will be determined on a case-to-case basis by mutual consultation.

b. Joint Research and Awareness Programs

- i. Both parties may from time to time collaborate on publishing scholarly works, student textbooks and practitioner's treatises. The themes for such joint publications shall be decided by BITS LAW in consultation with MSHRC. Expenses for such publication shall be jointly borne by both parties and the intellectual property rights shall equally vest in both parties.
- ii. Both parties may jointly work towards publishing a theme-based and peer-reviewed Law Review with editors nominated by both parties.
- iii. Both parties may from time to time jointly conceptualize, plan, and execute research projects on topics of mutual interest within the human rights domain in the form of Collaborative Research Programs or Projects.
- iv. Both parties may from time to time collaborate on planning and conducting awareness programs on various human rights issues at locations not limited to the BITS LAW or MSHRC offices.

c. Exchange of Scholarly Publications and Information

- i. Both parties agree to exchange scholarly publications, research findings, reports, and information related to human rights. This exchange is aimed at promoting a culture of knowledge sharing, fostering learning, and keeping each other informed about the latest developments in the field of human rights.

d. Internships and Recruitment

- i. MSHRC shall, subject to applicable laws, rules, regulations and its selection procedures and criteria, endeavor to provide internships, traineeship, and

recruitment/placement opportunities to the students of BITS LAW in its office in Maharashtra.

- ii. The details of this arrangement (including the number of students in the internship program, length of the internship, location, stipend, if any) will be worked out on mutually acceptable terms and conditions.
- iii. In the coming years, BITS LAW shall invite MSHRC to participate in the annual on-campus recruitment process for final-year students and alumni.

e. Guest Lectures

- i. MSHRC shall provide expert resource persons to deliver guest lectures at BITS LAW, sharing insights and knowledge on specific subjects related to human rights. These lectures aim to enrich the academic experience of students, faculty, and other interested parties by providing insights, experiences, and expertise on specific topics related to human rights.

The terms of cooperation and any cost involved in collaborative activities mentioned above (a-e) shall be mutually discussed and, where necessary, agreed upon in writing by the parties prior to the initiation of that activity. Certain collaborative activities agreed upon will be recorded and governed by a separate legally binding agreement, executed by the parties. Each party understands that any financial arrangements will have to be negotiated and will depend on the availability of funds.

B. RECOGNITION

BITS LAW and MSHRC shall acknowledge and publicize the nature and scope of their relationship in selected publicity materials and display it on its website subject to regulatory restrictions. MSHRC hereby grants BITS LAW the right to use the logos and trademarks of MSHRC for this MoU.

The names and logos of both the parties can be used whenever any collaborative work is proposed.

C. SCOPE

The arrangements are non-exclusive and in best endeavors in the spirit of good faith. MSHRC may enter into any similar or any arrangement with any other party.

D. DURATION OF THE MOU

This MoU shall become effective upon the date on which it has been signed by both parties. The MOU shall remain in full force and effect for a period of five (5) years and during this period, it may be terminated by either party with 30 days written notice. The termination of the MOU shall not affect ongoing student internships/placements/traineeships/recruitment/teaching assignments.

E. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any non-public information obtained from each other during the term of this MoU and not to disclose such information to any third party without other party's prior written consent.

F. RELATIONSHIP CONTACT PERSONS

The Head of Industry Interface & Career Advancement in the case of BITS LAW and The In-charge Secretary in the case of MSHRC shall be the relationship contact points for any matter relating to this MOU.

G. INTELLECTUAL PROPERTY

Neither party shall have any right(s) in the other party's intellectual property, including without limitation individual branding, trademarks or copyright owned by such party, without prior written permission. Both parties agree that the ownership of any resulting new intellectual property rights will be determined through mutual agreement between the parties and documented in a separate agreement.

H. REPRESENTATION AND WARRANTIES

Each party hereby represents and warrants that it possesses the authority and requisite approvals to execute and perform their obligations under this MoU without violating their constitutional documents, infringing third-party intellectual property rights, breaching other contracts, or contravening applicable laws.

I. GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be construed, interpreted, and governed in accordance with the laws of India. Any disputes, controversy and/or difference which may arise out of, in

relation to, or in connection with this MoU or its interpretation, satisfactory performance or non-performance of obligations, or the breach thereof ("Disputes") shall at the first instance be resolved amicably through mutual discussion between the parties. In the event the parties fail to amicably resolve the Dispute(s) within 30 (thirty) days period such dispute shall be referred to the arbitration of a sole arbitration to be jointly appointed by the parties. All proceedings in any such arbitration shall be conducted in English. The venue of such arbitration shall be Mumbai, India and shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as applicable from time to time. Each party shall bear its own costs. The award of the arbitrator shall be in writing and shall be final and conclusive and binding upon the parties.

J. NON-BINDING

The purpose of this MoU is only to express the intentions of the parties and is not intended to be legally binding on any party. Nothing in this MOU shall be construed as creating any contract, partnership, agency, or any other legal relationship between the parties.

K. NOTICE

All notices or other communications between the parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if (i) delivered in person, or (ii) sent by a reputed courier service or (iii) sent by registered post or (iv) sent by confirmed electronic or facsimile transmission followed by courier service or by registered post to the Party receiving such communication at the addresses specified below.

BITSLAW

Name: BITS Law School

Address: 7th Floor Hiranandani Knowledge Park, Powai, Mumbai -400076

Email: deansoffice@bitsslawschool.edu.in, Chetana.Lal@bitsslawschool.edu.in

MSHRC

Name: Maharashtra State Human Rights Commission

Address: 9, Hajarimal Somani Marg, Near Chhatrapati Shivaji Terminus, Mumbai, Maharashtra 400001

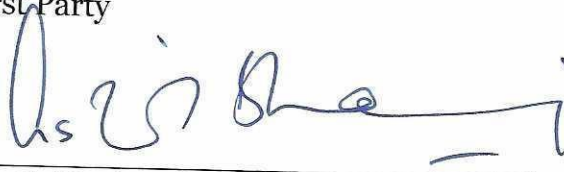
Email: secretary-mshrc@mah.gov.in, registrar-mshrc@mah.gov.in

L. ENTIRE UNDERSTANDING

This MoU constitutes the entire understanding of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF this MOU has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

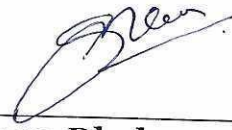
For and on behalf of the
First Party



Prof. (Dr.) Ashish Bharadwaj
Founding Dean,
BITS Law School
Interim Campus: 7th Floor, Hiranandani
Knowledge Park, Powai, Mumbai
400076, Maharashtra, India

Date: 1st February 2024

For and on behalf of the
Second Party



Dr. Swarupa Dholam
In Charge Secretary
Maharashtra State Human Rights
Commission
9, Hajarimal Somani Marg, Near CST,
Mumbai - 400001

Date: 1st February, 2024

