

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**Chanakya National Law University, Patna, India**

**AND**

**Vistula University, Warsaw, Poland**

This Memorandum of Understanding outlines the wish of Chanakya National Law University, Patna, India, and Vistula University to establish long-term cooperation envisaged in the following areas:

- 1. Student Exchanges & Study Abroad Students**
- 2. Students visit to Poland under historical studies and global program**
- 3. Faculty Exchange**
- 4. Direct Students Admission for Partner University/Vistula University**
- 5. Joint Research Studies, Conferences and Projects**

The implementation of this Understanding is contingent upon full satisfaction of the requirements and expectations of the appropriate faculty governance; upon the approval of the proposal by the executive officers of both institutions; and, where appropriate, by the institutions' Board of Trustees.

Any suggestions for changes in the substance or scope of this Memorandum of Understanding should be presented, in writing, by the signatories making the proposal at least 6 (six) months prior to the end of the academic year in progress.

**Legal and Financial Status of Memorandum of Agreement**

- Neither this Memorandum nor any following agreement is a contract to create legal and/or financial obligation outside those financial and logistical arrangements specifically listed in the General Conditions of this memorandum. This Memorandum and its subsequent agreements are designed solely to facilitate the development of mutually beneficial and collaborative initiatives.
- Notwithstanding any other provisions of this Memorandum of Understanding or any agreement concluded in pursuance thereof, no agency is created between the parties.
- Parties using their existing resources shall share all costs associated with the implementation of this Memorandum of Understanding.
- Chanakya National Law University, Patna, India, and Vistula University, Warsaw may refer to this program in their catalogs and other appropriate publications.
- This Memorandum of Understanding is to be in effect with the 2012-2013 academic year and will be valid for duration of five (5) years.

## **1. Student Exchanges & Study Abroad Students**

- 1.1. Each institution is responsible to verify that the students it recommends to the exchange program or full-fee paying programs are in good standing and have the necessary skills and abilities to do well in the exchange experience. To enroll, students must contact the Official Exchange Program Advisors at each institution and follow the established application guidelines, policies, and procedures required of all participants. The home institution will verify that the student selected meets the criteria for study abroad students of the partner institution. Students will complete all application procedures at the study abroad institution.
- 1.2. It has been agreed that 25 exchange students for per academic calendar year may be sent from either institution, unless other arrangements are made with the appropriate administrators or university officers at both Chanakya National Law University, Patna and Vistula University.
- 1.3. For university exchange students, full tuition fees are collected by and paid to the home institution at the home institution rate. No tuition money will be exchanged between Chanakya National Law University, Patna, India and Vistula University, Warsaw.
- 1.4. All housing costs, book expenses, and other costs will be paid out of pocket by students at the site where they study.
- 1.5. Students participating in this program will remain registered at their own institution during their period of attendance in the study abroad program. During this time students will also have all the rights and privileges of regular students at their home institution and will be subject to the home institution's regulations and policies. Students will also have the rights and privileges of regular students at the partner institution and will be subject to the regulations and policies of the partner institution.
- 1.6. An exchange may be for minimum 30 days to Maximum 180 days during any academic year.
- 1.7. Both partners will send official transcripts for each student participating in this program. Each partner will accept the credits of students earned at the other institution during their study abroad programs. Students will receive certificate by the host school/institution and Indo-European Center.

### **Study Abroad Students**

Study Abroad students are full fee-paying students. Once the maximum number of exchanges has been reached in any given year or students will directly apply for full study program through Chanakya National Law University, Patna or, Vistula University, Warsaw, students will become Study Abroad students and will pay tuition and all fees that apply to international students at the host campus. All other academic and non-academic rules and regulations that govern exchange students will also apply to Study Abroad students.

Home Universities may publish admission form for partner University with their mutual understanding and permit maximum 30 admissions for full term study abroad to Vistula

University, Poland. In that case students suppose to pay tuition fee directly to the Vistula University or through Chanakya National Law University, Patna.

## **2. Students visit to Poland under historical studies and global program**

It is hereby stipulated that students from Chanakya National Law University, Patna, suppose to take part under student visit to Poland and other European Countries under historical studies and global program. Student participants in such programs must study at Chanakya National Law University, Patna. Students can visit to European Union countries (27 countries including Poland) and take part under workshops, International Conferences, International Moot Court Competitions, and historical visit to European Courts (European Court of Human Rights) under global program supported by Indo-European Center. Indo-European Center will be organizing all the activities in Europe and Poland during student's visit to the EU countries. This program will be put into action after the interested departments work on the curricula and syllabi of their programs and agree on it mutually.

## **3. Faculty Exchange**

Both institutions agree on the following forms of cooperation:

3.1. Joint Research Projects.

3.2. Mutual invitations of up to 3 months duration for faculty members to teach; to present lectures; to conduct seminars, symposiums, and conferences; and to share experiences with colleagues at the partner institution.

3.3. Exchange of information and scholarships in fields of interest to both partners for periods of research or training in designated fields of cooperation.

3.4. The travel expenses are paid by the sending institution whereas the "Room & Board" expenses are covered by the hosting institution in all above-mentioned cooperation under faculty exchanges suppose to be paid by Chanakya National Law University, Patna.

3.5. Compensation may be provided for teaching a class as appropriate.

## **4. Direct Students Admission for Partner University/Vistula University**

To bring more effectiveness for long-term cooperation and faculty exchange program, Chanakya National Law University, Patna is obliged to fulfill maximum 30 seats of Vistula University by permitting Indian students to get direct admission for 3years Bachelor program. Student can join BA, 3years program under different faculties (e.g. Computer science, Arts, International Relations, etc) and continue Master program under same university or partner university. Students suppose to be selected by Chanakya National Law University, Patna through their own selection process based on International standard. Under direct student for Partner University student is obliged to pay full tuition fee to the host university. By selecting students Chanakya National Law University suppose to maintain transparent selection process and keep all students registered under their records for the continuation of courses or job records offer by EU countries under European Laws. Chanakya National Law University can publish this information and Vistula University's application form under admission

prospectus published by the university to choose abroad study as an option for students. If any students admitted under LLB 5years program under Chanakya National Law University and finishing his/her BA/BIR/BCA/ all first 3 years Vistula university then it depends on Indian law to allow that students' for further continuation of his/her two more years to get LLB Degree (BA, LL.B 5years).

### 5. Joint Research Studies, Conferences and Projects

To the end of enhancing global competitiveness and of accelerating the knowledge-based economy, the two partners agree to cooperate in the organization of timely joint forums, conferences, seminars, research studies, workshops, joint projects, etc. in the broad area of economic development. These symposia will aim to bring together selected individuals and scholars representing the industrial, commercial, government and academic scholars, *inter alias*, to the end of identifying and promoting initiatives leading to improved socio-economic well being of our changing global society and to develop students and scholars experiences.

### 5. Mutual Liaison Offices

5.1. Both Parties must try their best to establish mutual Liaison Offices to effectively manage all the mentioned cooperation activities in the home institution.

5.2. Both Parties must be in duty bound to offer the effective management and integrant assist to the mutual Liaison Offices.

5.3. This item must be set down the detail agreement item and be carried out after getting the permission from the educational law in India and Poland.

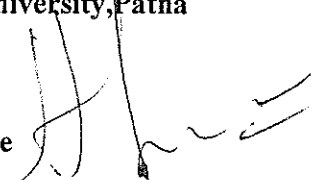
This Memorandum will become effective upon its ratification by the heads of the two institutions and after it has obtained any necessary confirmation by the internal curricular bodies of the partner institutions and by the appropriate higher authorities of the respective countries. Either institution may terminate this Memorandum at any time. In so doing, the duty authorized representative of the Institution initiating such action shall give written notice to the other party at least six (6) months prior to the end of the academic year then in progress, unless the parties mutually agree upon an earlier termination date. Nothing in this clause, however, shall be interpreted to the detriment of any student already matriculated in a concurrent degree program; such individual will be allowed to complete their programs.

Vistula University, Warsaw

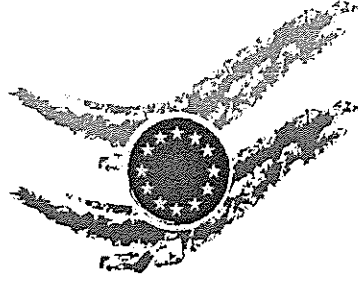
  
Signature

Date 30/01/2012

Chanakya National Law University, Patna

  
Signature

Date 30-1-2012



**INDO EUROPEAN CENTER**  
Vistula University



Agreement for Educational Research Cooperation

Indo-European Centre, Vistula University, Warsaw, Poland

And

Chanakya National Law University, Patna, India

**Between:**

**Indo-European Center**

**Vistula University**

With office in Warsaw, ul. Stoklosy 3, Poland

Represented by:

Pradeep Kumar – Director for, Indo- European Center, Vistula University

Herein after referred to as **“Partnership Leader”**

**And**

**Chankya National Law University, Patna, India**

With office in Patna at the address

Chankya National Law University, Patna

Represented by

prof. (Dr.) A. Lakshminath, Vice- Chancellor, Chanakya National Law University, Patna

Herein after referred to as **“Partner”**

## **§1.**

### **Scope of Agreement**

1. Partnership for implementation of new project 'educational research cooperation' with **Indo-European Center** at Vistula University, herein after referred to as "Project".
2. Parties to the agreement jointly declare that the Partnership referred to in Section 1 was formed for the purpose of implementing the project, the description of which constitutes the application for funding to European Commission, European Union and themselves.
3. On Behalf of Vistula University will be carried out by Mr. Pradeep Kumar as a Director of Indo-European Center and head of the Project.
4. The agreement defines the rules of financing the partnership, the rules for working together by Partnership Leader and Partner as well as co-operation between other Partners in implementing the Project referred to in Section 1.
5. The duration of agreement is concerns implementation of tasks within the project.

## **§2.**

Parties to the Agreement are responsible for proper implementation of the Project co-financing contract to be concluded by Partnership Leader, Vistula University, Chanakya National Law University, Patna with the European Union, and other Parties.

## **§3.**

1. Parties declare jointly that the Indo-European Center performs the function of Partnership Leader responsible for:
  - a) Representing the partners to the European Union and Management Council of Vistula University;
  - b) Coordinating (monitoring and supervising) correctness of Partner activities contained in the Project;
  - c) Ensuring participation of Partners in taking decisions and implementing tasks, under the rules set out in this Agreement by Indo-European Center for Chanakya National Law University, Patna, India and Vistula University, Warsaw, Poland;
  - d) Supporting the Partners in carrying out the assigned tasks;
  - e) Ensuring an efficient system of communicating with the Partner and with the University's commission.
  - f) Ensuring integrity of financial operations, in particular through implemented Project financial management and control system, after signing an Agreement with Chanakya National Law University, Patna, IEC (Indo-European Center) prepares a proposal concerning management and financial control system of the Project;

- g) Procuring, compiling and archiving the documentation connected with implementation of Partnership tasks, which will be in conformity with the Agreement between the IEC and Vistula University. After signing an Agreement with Chanakya National Law University, Patna, IEC (Vistula University) prepares a proposal concerning a proper system of gaining, storing and filing documents of the Project to the European Commission.
  - h) Filing payment request with the Intermediating Institution to allow for settling Project expenditures and to receive the funds for supplementary financing of the tasks carried out by Partnership Leader and the Partner.
  - i) Ensuring dissemination of information about the Partnership and its purpose.
2. Partners empower the Partnership Leader to represent the Partnership in contacts with third parties connected with project implementation, including conclusion on their behalf and their benefit of the contract with the European Commission for co- financing of the project.

#### **§4.**

##### **Scope of Tasks of the Partners**

1. Signatories of the Agreement indicated below serve in the function of Project Partners. This means that all Partners are jointly carrying out the Project responsible for implementing one or several of the tasks specified in the Project.
2. The Parties agree on the following distribution of tasks between the Partners:
  1. IEC at Vistula University  
Shall be responsible for carrying out the following tasks specified in the Project:
    - a) Project management;
    - b) Organizing meetings in Warsaw;
    - c) Supporting Chanakya National Law University, Patna, in organizing meeting in India;
    - d) Coordination of the preparation of the model system of studies programs;
    - e) Publishing the publication concerning above-mentioned subject;
    - f) Promotional activities (internet website, roll-up, brochures, contacts with media and ministries)
    - g) Organizing meetings and seminars concerning essential matters (designing program concepts) as well as organizational ones: preparation of guest's lists, food, and accommodation.



- h) Quarterly substantial reports as well as annual financial reports,
- i) Co-preparation and distribution of media and substantial reports,
- j) Cooperation with creation of news letter (every half year),
- k) Organization of Partner's meeting (Vistula University, and Chanakya National Law University, Patna) compilation of notes and minutes from the meetings,
- l) Accounts service and financial management.
- m) Students and Scholars arrival from India

2. Chanakya National Law University, Patna, India;

Shall be responsible for carrying out the following tasks specified in the Project:

- a) Support and cooperation in Project implementation;
- b) In cooperation with IEC at Vistula University organizing meetings in India;
- c) Supporting IEC in Organizing meetings in Warsaw, Poland;
- d) Supporting Vistula University in the preparation of model system of Studies program;
- e) Supporting IEC in publishing the publication concerning above mentioned subject;
- f) Supporting IEC in promotional activities;
- g) Cooperation in preparation substantial and financial reports;
- h) Cooperation for newsletters;
- i) Help and consultation with solving problems connected with accountancy and finance.
- j) Cooperation for recruitments of Students and Scholars from India.
- k) Providing number of students for Bachelor and Master program Interested to go study abroad program through common selection process organized by IEC and Chanakya National Law University, Patna.
- l) Every year select at least 20-30 students for bachelor and Master program for the Vistula University and other EU Universities with the support of IEC by International Selection process.
- m) Incoming students to Vistula University for full time Bachelor or Master program, suppose to pay full tuition fee (3400Eur for Bachelor and 3700EUR for Master program) to the Vistula University through selection process conducted by CNLU, Patna.
- n) Both the Universities may publish application forms and logos with their admission Boucher as international cooperation under partnership agreement.

- o) Students selected by CNLU for the LL.B 5years program can continue their study either from first year at Vistula University or can be exchanged from 2<sup>nd</sup> year under bachelor program.
  - p) Support to IEC for students and scholars visit to the European Universities.
3. Partnership leader and the Partner shall on their own perform the tasks, which they pledged to carry out. Subcontracting a portion of the tasks to entities, which are not parties to the Agreement, herein- after referred to as "subcontractors", may concern only a portion of the task entrusted to the Partner as per Section 2, which cannot be performed by the Partner directly or in co-operation between Partners.
  4. Execution of a portion of a task by a subcontractor requires prior consent of the Partnership Leader expressed in writing consistently with the rules set out in the Project.
  5. Partner ensures that subcontractors will observe provisions of this Agreement and shall be liable to the Partnership Leader for all actions or neglect of the subcontractor as though they were their own actions or neglect.
  6. Changes in allocation of tasks to be performed or in the scope and manner of performing the task entrusted to a Partner require the Partner's consent expressed in writing.

## **§5.**

### **Responsibilities of Partners**

1. Parties to the Agreement are required to:
  - 1) Actively take part and co-operate in Partnership actions aimed at implementing the Project 'educational research cooperation';
  - 2) Inform, for the purpose of securing endorsement of the Partnership Leader, of planned changes in the Partner's tasks implemented as part of the project.
  - 3) Apply the adopted system of informing and communicating between Partners;
  - 4) Provide, on request of the research and studies Council, information and explanations as to the tasks in implementation as part of the Project, on time and in a form allowing the Partnership Leader and discharge his information obligations to the Director of the Indo-European Center;
  - 5) Inform the Research and Studies Council without delay about obstacles encountered in carrying out the tasks, including about the risk of desisting from implementation of tasks;
  - 6) Utilize the financial resources exclusively for implementation of the tasks entrusted under this Agreement;
  - 7) Inform Project participants about the source of funds allocated for implementation of the tasks entrusted under this Agreement;

- 8) Place the Partner's logo on promotional, educational, information and training literature connected with implementation of the task I entrusted under this Agreement, consistently with the principles set out in this Agreement;
- 9) Keep separate records of Project-relating expenditures, in a transparent manner, consistently with the principles set out in the program, so as to enable identifying specific operations connected with the Project;
- 10) Spend the funds consistently with regulations of the law on public procurement or the rule of competition set out in the contract for Project co-financing, provided the said rule is applicable to the Partners and Partnership Leader.
- 11) Present to the Leader the financial and report information within time limits and in a form enabling preparation of requests for payment required under the contract for Project co-financing;
- 12) Compiling and achieving Project documentation within the time limits specified in the Agreement;
- 13) Each of the Project Partners is obligated to inform Indo-European Center and get its permission (Director of Indo-European Centre and the Rector of Vistula University) to refer to the Centre or to the Project in official documents.

## **§6.**

### **Internal Organization of Partnership**

1. In order to ensure proper management of Partnership and ensure a partner-like approach to implementation of the Project at hand, the Parties define the following system of internal organization of the Project:
  - 1.1. Authorities of the Project are: Research and Studies Council, Steering Committee, Director and Research group and Advisory Board.
  - 1.2. Chankya National Law University, Patna, appoints representative in Research and Studies Council and Steering Committee.
  - 1.3. Each Partner shall designate a task Coordinator. Coordinators are responsible for the activities realization of §4, Section 2 of this Agreement. Coordinators shall be responsible for efficient implementation of the entrusted tasks and shall designate the manner of implementing given phase of the Project.
  - 1.4. Coordinators shall meet a Strategic Meetings of Partners organized by project Coordinator. Project Coordinator will be responsible for logistic, administrative and technical support of the Project, exchange of information between Partners and substantial project implementation.
  - 1.5. Transmission of information and communication between the leader and Partner and between Partners will be with the use of electronic mail, telephones and facsimile messages, Project web page and the postal services.

2. In order to provide for efficient management of partnership, the Parties define the following ways of addressing the questions relating to decision-making:

Tasks to be carried out in evaluating the Project concern assessment of Project impact and level of attainment of the planned Project outcomes, consistently with the outcomes stipulated in the Project application. The evaluation of the Project will be performing according to Agreement stipulated between Vistula University and IEC.

3. Parties adopt the following system ensuring equal opportunity, in that gender equality and employment of handicapped people under the Partnership:
  - 1) Personnel for the Project will be recruited in an open process; each recruitment procedure will specify the necessary qualifications and responsibilities of the given post as in Partners internal regulations, and also the clause "Partnership encourages everyone regardless to age or sex".
  - 2) System of remuneration and promotions in the Project will be based on internal rules of the Partners.

## **§7.**

### **Financial Issues**

1. Financial resources released to the Partner by Partnership Leader represent financing of the costs incurred by Partners in connection with performance of the tasks defined in this Agreement, and not the provision of services to the Partnership Leader.
2. Parties agree the following conditions for release of successive tranches of the funds referred to in Section 4 & 5.
3. In the event when funds are provided to a Partner in the form of Payment, the funds are transferred to the following dedicated bank account:

Partner Leader, **Vistula University's** Account and Chankya National Law University's account;

## **§8.**

### **Personal Data Protection and Intellectual Property**

1. Personal data and processing is permitted, when the person whose data this concern express consent to such processing.
2. Partner may entrust personal data processing to entities carrying out evaluation surveys, and also the tasks relating to monitoring and reporting involved in the Project.
3. Partner may empower the entities referred to in Section 3, to issue authorizations to their employees for processing personal data.

## **§9.**

### **Information Requirements**

1. Partnership Leader shall make available to Partner the official logotypes for designating the Project.
2. Partner undertakes to place the official logotypes on documents relating to the Project, including on promotional, information, training and educational materials relating to the tasks implemented under the Project and on the equipment financed under the Project.

#### **§10.**

##### **Requirements Regarding Storage of Documents**

1. Beneficiary undertakes to store the documentation relating to implementation of the Project until 31<sup>st</sup> December 2021, in a manner ensuring accessibility, confidentiality and security, with reservation of Section 4 & 5.

#### **§11.**

##### **Civil Liability of the Parties**

1. Parties to the Agreement express agreement that they will not claim rights to compensation for damages incurred by the Parties or their personnel arising due to actions connected with implementation of the Agreement, except for the damages arising out of willful actions.
2. Parties to the Agreement bear exclusive third part liability for all actions connected with implementation of the entrusted task/ tasks, including liability for the losses incurred by such third parties in connection with implementation of a task/ tasks or in connection with Parties resigning from Agreement.

#### **§12.**

##### **Changes to the Agreement**

1. Parties to the Agreement may propose changes to the Agreement.
2. Changes to the Agreement, including the Exhibits to the Agreement, may take place only in according to the procedures of the Agreement stipulated between Vistula University and Chankya National Law University, Patna only after their prior endorsement by Director - Indo-European Centre, and Research Council, herein to be made in writing, otherwise they will be null and void.

#### **§13.**

##### **Term of Agreement Execution**

Agreement shall come into force on the day of its signature and is valid till the end of implementation of the Project.

#### **§14.**

##### **Termination of Agreement**

1. Agreement may be terminated before the date stipulated in the co-financing contract in the following cases:
  - 1) On the basis of agreement between the Parties in the event of circumstances preventing continued performance of the obligations stipulated in the Agreement;
  - 2) In the event of failure to ensure co-financing for the Project
2. Partners acting unanimously may serve notice of the Agreement to the Partnership Leader in the event of flagrant violation by the Partnership Leader of the obligations stipulated in the Agreement or in the Project co-financing contract.

**§15.**

**Final Provisions**

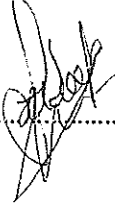
This Agreement was drawn up in three identical copies in English language, one for each of the Parties.

**Signatures:**

**On behalf of Leader:**

**Pradeep Kumar PhD**

**Director for Indo- European Centre**

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**Prof. Dr Hab. Krzysztof Rybiński**

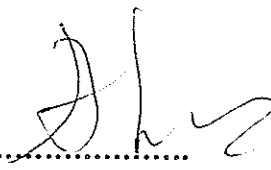
**Rector of Vistula University, Warsaw**

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**On behalf of Partner:**

**Prof. Dr. A. Lakshminath**

**Pro-Chancellor/ Vice-Chancellor, Chanakya National Law University, Patna, India**

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 30/1/2012