

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
University of Chittagong, Bangladesh  
AND  
BHARATI VIDYAPEETH DEEMED UNIVERSITY, New Law College,  
PUNE, INDIA**

This MEMORANDUM OF UNDERSTANDING ("MOU"), is made by and between  
**Bharti Vidyapeeth Deemed University ("BVU")**  
and,  
**University of Chittagong, Bangladesh**

WHEREAS, BVU is an important institution of higher education in India that has conducted prestigious programs in law for many years with alumni prominent in Indian government, law and business, and;

WHEREAS,  
**University of Chittagong, Bangladesh**  
Conducts prestigious programs in law with alumni prominent in law, government, and business.

NOW THEREFORE, the parties agree to pursue the possibility of developing programs and exchanges related to teaching, research, and exchange of students and faculty that will be collaborative and mutually beneficial to each institution (hereinafter "Programs & Exchanges").

This MOU memorializes the terms that the parties have agreed shall govern their working relationship.

1. **Term.** The Term of this MOU shall begin on 21/3/2016 and shall remain in force for five (5) years, unless the MOU (i) is mutually extended by written agreement of the parties or (ii) sooner terminated as provided herein. Each party may terminate this MOU for any reason upon ninety (90) days written notice to the other party. However, in the event that this MOU is terminated, the consequences of that termination on any Programs & Exchanges already underway shall be governed by the terms of the Operational Agreements contemplated by Section 4.
2. **Institutional Representatives.** Each institution will appoint one or more representatives who are responsible for planning and coordinating Programs & Exchanges. At least one of these representatives will also be designated to communicate with the other institution in matters relating to this MOU. The institutional representative designated to communicate in matters relating to this MOU for **University of Chittagong, Bangladesh** is the Md Abdullah Al Mamun, Assistant Professor of Law -The institutional representative designated to communicate in matters related to this MOU for BVU is Dean of BVU Law College
3. **Exchanges and Collaborative Programming.** In an effort to support Programs & Exchanges, each institution will endeavor to provide logistical support as available and appropriate, including facilities and assistance that will facilitate and nurture relevant interests and objectives of the Programs & Exchanges.
4. **Operational Agreements.** The establishment and administration of Programs & Exchanges will be outlined in separate written agreements that the parties negotiate and execute ("Operational Agreements.") *Under no circumstances shall this MOU be interpreted as establishing any Programs & Exchanges in the absence of another specific written agreement detailing the rights and responsibilities of the parties.*
5. **Relationship of the Parties.** The parties understand that this MOU does not create any joint venture, partnership or other agency relationship. Neither party shall not have the authority to enter into any contract or agreement to bind the other and shall not represent to anyone that it has such authority.
6. **Legal Compliance.** The parties agree to comply with all applicable laws, ordinances, codes, regulations, and University of Chittagong, Bangladesh and BVU policies and procedures in the performance of this MOU, including the Family Educational Rights and Privacy Act (FERPA) and its regulations and any laws applicable in India..

7. **Confidentiality.** Each party recognizes that the other has certain proprietary and/or non-public information which it has designated as confidential or which, under the circumstances surrounding its disclosure, ought to be treated as confidential ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to: (i) compensation information and practices, employee and student data, salary information, price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, trade secrets and know-how, research, program or degree offering plans, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, procedures, policies, technology, designs, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information; and (ii) information received from others that the party is obligated to treat as confidential. Confidential Information shall cease to be Confidential Information only if such information or material becomes available to the general public through an intentional and authorized disclosure. Each party recognizes that as a result of this Agreement, it may be provided with Confidential Information. Neither the party receiving Confidential Information nor its employees or agents will disclose any Confidential Information obtained without the prior written permission of Bharati Vidyapeeth New Law College. At the conclusion of this MOU, each party will return all of the other party's proprietary and confidential information in its possession or control as promptly as is reasonably possible.
8. **Use of Trademarks & Logos.** Neither party shall use the other's trademarks or logos (which, with respect to New Law College, BVDU includes the name "Bharati Vidyapeeth University" in any language/character set) without the prior written permission of the party whose trademark or logo is being used.
9. **Miscellaneous.** This MOU embodies the entire understanding between and among the parties. It supersedes any prior agreement, whether written or oral, and is the final and complete expression of the parties' intent on the matters in this MOU. Any changes, additions, revisions, or modifications shall only be effective if accomplished via a written instrument signed by the parties. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby. If a court of competent jurisdiction holds any part, term or provision of this MOU to be illegal or invalid (in whole or in part), the validity of the remaining MOU provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the MOU did not have the particular provision held to be illegal or invalid. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this MOU without the written consent of the other party.
10. **Dual Languages.** If this MOU is executed in or contains provisions in multiple languages, the English language version or provisions shall be the operative terms of the MOU. In the event of inconsistency between the English version or provisions and any translation thereof or non-English terms, the English language MOU or provisions shall control.
11. **Legal Authority.** Each party represents and warrants that it has the legal authority to enter into this MOU and that it has taken all actions required by any applicable procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind the party to its terms. The person executing this MOU on behalf of each party warrants that he or she has full authorization to execute this MOU.
12. **Form of Signature.** This MOU may be executed by the parties manually or by facsimile/PDF and in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this MOU bearing a signature of a party to this MOU and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original of this MOU and is sufficient to bind such signing party.
13. **Notice.** Except as provided elsewhere in this MOU, each party giving or making any notice, request, demand or other official communication (each, a "Notice") pursuant to this MOU shall give the Notice in writing and use one of the following methods of delivery: (i) personal delivery, (ii) Registered or Certified Mail (with return receipt requested and postage prepaid), (iii) nationally recognized overnight courier (with all fees prepaid), or (iv) facsimile. A party giving a Notice shall send it to the other party at the addresses listed below.

AGREED TO AND ACCEPTED:

FOR BVU, New Law College, Pune

FOR University of Chittagong, Bangladesh

*M.W.*  
PRINCIPAL

Signature: Bharati Vidyapeeth Deemed University  
NEW LAW COLLEGE  
Erandwane, Pune - 411 038.

*A.A.H. a*

Signature

Print or type name

Md. Abdullah Al Mamun

Print or type name

Title

Assistant Professor

Title

Date

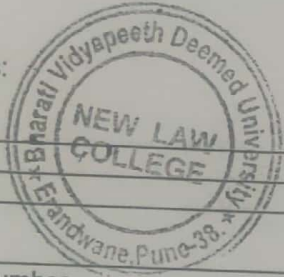
21 March 2016

Date

Address:

Department of Law  
University of Chittagong, Bangladesh

Address:



Attention: \_\_\_\_\_

( )  
Phone number

with a copy to:

( )  
Fax number