



Memorandum of Collaboration (MoC)

This Memorandum of Collaboration is executed on 2nd (day) of DECEMBER (month) of 2021 (year)

BETWEEN

Symbiosis Law School, Pune, ("SLS, P") having address at: Survey No 227, Plot No. 11, Rohan Mithila, Opp. Pune Airport, New VIP Road, Viman Nagar, Pune, Maharashtra 411014, hereafter referred to as SLS, P which expression shall unless it be repugnant to the context shall mean and include its Officers, Authorities, Permitted Assigned etc.

AND

Juris Arena, Bangalore, is a specialised Corporate Law firm with representative offices in Pune, having address at unit #208, level2, prestige centre point, Cunningham Rd, Bengaluru, Karnataka 560052 hereinafter referred as Juris Arena unless it be repugnant to the context shall mean and include its Officers, Authorities, Permitted Assigns etc.

It is clearly and distinctly understood and acknowledged that this MOC has been executed as knowledge partner by SLS, P a Constituent of Symbiosis International (Deemed University). All the rights and obligations as provided in this MOC shall be exercised / performed by SLS, P on behalf of Symbiosis International (Deemed University).

SLS, P, a Constituent of Symbiosis International (Deemed University) and is engaged in providing quality legal education. Symbiosis Law School, Pune has National and International students on its roll pursuing their graduation, post-graduation and research (Ph.D.) from SLS, P, a constituent of Symbiosis International (Deemed University).



SLS P provides a conducive academic ambience to offer a global platform to the students to meet international academic standards and opportunities to the fullest extent. This consists of academic exchanges and exposure to international conferences, seminars, workshops, and other resources.

SLS, P and **Juris Arena** shall collectively be referred to as "Parties" and individually as a "Party".

Whereas, the parties may agree to undertake the task of providing Assessment Internship with, Skill enhancement programmes, Course delivery as a part of our curriculum and conducting Guest Lectures at SLS, P which shall cater to the academic and professional needs and demands of students from SLS, P. In order to conduct such programmes/courses in consultation and meetings between the two parties may be held at SLS, P and Juris Arena to understand the expectations, structure, objectives of the course to be imparted, duration, terms and condition thereof, exact programme/course requirements as a result of which parties will come to an agreement as detailed in the terms and conditions as under this MOC.

Scope

The Scope of this MoC is specifically for academic and research activities as knowledge partnership of following categories; but not limited to:

- Academic collaboration in the areas of mutual interest.
- Provide industry exposure to the students through assessment internships, skill based programmes and conducting guest lectures.
- Exchange of academic information, scholarly information, materials and publications.
- Sponsorship of cooperative seminars, conferences, workshops and other academic meetings.
- Research and capacity building

WHEREAS SLS, P desires to establish academic collaboration with institutions of excellence in the field of Corporate Laws and the Juris Arena being a prominent Law Firm in India concentrating upon Corporate and Securities Law domain, SLS, P seeks to promote institutional collaborations for mutual benefit sharing each other's strength through conduct of



skills trainings, guest lectures, course delivery and assessment internships through this Memorandum of Understanding.

Commencement, renewal, termination and amendment

This MOC will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for three years.

This MOC may be renewed by mutual written agreement by both the parties executed not less than 6 months prior to expiry of this MoC. Both the parties are at liberty to make Modifications to this MoC by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of written communication between the parties. Either of the party may terminate this MoC with a 3-month written notice of termination.

1. Broad Principles of Collaboration

- 1.1. The tasks mentioned shall be customized for the requirement of SLS, P by mutual agreement and discussion by both Parties in writing.
- 1.2. The programme/course delivery/guest lectures shall be conducted at SLS, P while assessment internships shall be conducted at the discretion of Juris Arena. The online or hybrid mode may be considered as required for performing the tasks.
- 1.3. Juris Arena shall provide the academic support comprising of providing resource persons and allied academic support for the programme/course at the mutually agreed designated campus.
- 1.4. The duration of the assessment internship, skill based programme/course delivery/guest lectures will be finalized by both the parties through consultation and mutual agreement in writing.
- 1.5. The programmes/courses in which programme/course examination will be the method of evaluation for the said course, SLS, P shall conduct such an examination. The evaluation the performance of the participants for assessment internship shall be done by Juris Arena wherever applicable and Juris Arena shall communicate the result to offer Pre Placement Offer to SLS, P with in a prescribed time period.
- 1.6. The schedule will be determined by SLS, P and Juris Arena .



- 1.7. The certificates on completion of assessment internship shall be issued by Juris Arena and for any programmes shall be prepared in collaboration of the parties.
- 1.8. SLS, P in addition to support from Juris Arena may appoint regular/expert faculty as resource persons in proposed skill based sessions, guest lectures, course delivery and in coordination.
- 1.9. The programme/course sessions will be held at SLS, P. The financial expenses for the same shall be exclusively borne by SLS, P.
- 1.10. The programme/course fees (if any) for the mutually agreed programme/course will be determined by SLS, P.
- 1.11. An honorarium in the range of Rs. 1500/- to 2500/- per hour will be paid to resource persons from Juris Arena for conducting classes/guest lectures as per SIU policy.
- 1.12. All payments for various programmes agreed upon and successfully conducted will be paid against the payment invoices raised by the Juris Arena on receipt at SLS, P on time as agreed upon.
- 1.13. All payments will be made by SLS, P in the name of Juris Arena /Resource persons through RTGS/NEFT/ECS into the following bank account provided by the Juris Arena
- 1.14. The taxes payable for the programme/course will be deducted by SLS, P unless tax exemption certificate is provided by Juris Arena to SLS, P.
- 1.15. The local transport facilities and local hospitality at Pune to resource persons/faculty will be provided by SLS, P.

2. Confidentiality

- 2.1. Both the Parties agree to maintain secrecy and confidentiality of any and all confidential information exchanged or to be exchanged between them in relation to this MoC or a related matter therein.
- 2.2. SLS, P agrees that any of Juris Arena's technical or business or other information including information given for development of any case studies/development of any programme modules/contents, made available by Juris Arena or Juris Arena's personnel to SLS, P shall be deemed confidential information.



- 2.3. The information shared as part of this agreement shall exclusively be utilized for academic and administrative purposes either mentioned specifically or otherwise. None of the parties will share such material/structure or academic resource for other than the purpose/objective of the agreement.
- 2.4. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient written notice to other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this MoC.

3. Effective Date and Duration of the MoC

- 3.1. The MoC comes into force from the date on which the two Parties have put their signature to it or immediately after the last of the Party signing the MoC, which shall be recognized as the 'effective date of MoC'.
- 3.2. The total duration of MOC shall be ~~--2--~~ 2 years from the effective date unless both the Parties agree in writing to mutually continue the period.
- 3.3. Notwithstanding anything stated earlier or elsewhere in the MoC or otherwise, both the Parties are at liberty to terminate the MoC, by giving advance notice of Three (03) months to the other. There shall be no requirement for specifying any specific reason for the said termination notice of the MoC. In case of such pre-mature termination, the payments are to be settled on pro-rata basis and any outstanding obligations to be executed by the Parties prior to the termination, for the remaining academic year, shall be fulfilled by them.
- 3.4. Any excess payment made by SLS, P shall be refunded to SLS.P by Juris Arena within 30 (Thirty) days of termination of the MoC.

4. Amendment of MoC

- 4.1. The terms of MoC may be amended by mutual agreement between the Parties. However, such move for amendment shall necessarily be in writing.
- 4.2. No such amendments shall be retrospective in nature.



4.3. Neither party may assign or subcontract its rights or obligations under this MOC in whole or in part without the prior written consent of the other party.

5. Rights on Materials and any Information

5.1 Any material or information provided by Juris Arena and/or its staff for the Purposes as under this MoC, including the use of Juris Arena's trade name / logos and other such affiliated marks for providing certifications to students as under this MOC, shall be proprietary to Juris Arena.

5.2 Neither Party grants any rights in its materials and information by implication or otherwise to the other Party, except for the purposes as mentioned herein under this MoC.

6. Intellectual Property

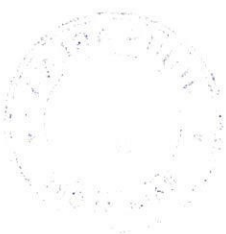
6.1 "Intellectual Property Rights" includes but is not limited to the rights comprised in any patent, copyright, compilation of data or material, industrial design, logo, sign, trademark, undisclosed or disclosed information including test or other data, trade secret or know-how or any other species generally included in and recognized as Intellectual Property Rights.

Both Parties agree to respect each other's rights to Intellectual Property.

6.2 All proprietary information, copyrights, trademarks, trade names, logos and any other intellectual property of each Party shall remain the exclusive property of that Party only.

This MOC does not grant or authorize either Party any ownership rights or interest in the other Party's trade name, trademarks or copyrights, or any intellectual property work.

6.3 The Contents, Design of Courses/programmes, material including case studies shall be deemed to be IPR of SIU/SLS, P.



7. Liability

7.1. To the extent it is lawful to exclude the following heads of loss, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever. This liability clause shall survive the termination of this MOC

8. Force Majeure

8.1 No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOC is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, Government legislations, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and / or shortages of materials, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other不可抗力 force or compulsion.

8.2 The Party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder when such cause is removed.

9. Dispute Resolution

9.1 The activities of this MOC must be carried out in accordance with and shall be governed by the appropriate laws and regulations of India and shall be subjected to jurisdiction of courts with competent jurisdiction.

9.2 The Parties to this MOC agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute amicably by mutual discussion and deliberation failing which the dispute shall be referred to Arbitration.



9.3 The Arbitration proceedings shall be conducted as per the provisions of Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of a sole arbitrator who will be appointed mutually by both the parties. The venue of arbitration shall be Pune. The language of arbitration shall be English. The Award of the Tribunal shall be final and binding on the parties

10. Miscellaneous

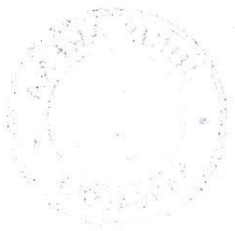
10.1 Nothing contained in this MOC will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties.

10.2 In the event SLS, P proposes to postpone any scheduled session of the Programme/course for any untoward reason whatsoever, it shall give at least 30 (THIRTY) days prior notice in writing to Juris Arena as far as possible; in such case Parties shall in mutual agreement draw-up a contingency/correctional plan in writing, so that the Programme/ course is not entirely or least affected.

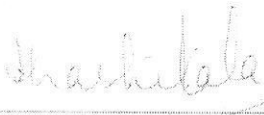

10.3 In the event Juris Arena proposes to postpone any of its scheduled session of the Programme/course for any untoward reason whatsoever, it shall give at least 30 (THIRTY) days prior notice in writing to SLS, P, as far as possible; in such case Parties shall in mutual agreement, draw-up a contingency/correctional plan in writing, so that the Programme/course is not entirely or least affected.

10.4 All notices and other communications under this MoC shall be given by courier or electronic mail or facsimile at the address be notified by each Party within 30 (THIRTY) days of signing of this MoC which will be valid for 3 years and renew thereafter.

10.5 Signatories to this Agreement are assumed to be having the authority to execute this Agreement and bind their respective organizations including successor officer, assignee etc.

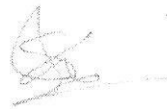


IN WITNESSTH WHEREOF, the Parties hereto have put their hands this day, month and the .year first above-mentioned initially

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| For SLS, P  | For Juris Arena  |
| Name Prof. Dr. Shashikala Gurpur Director SYMBIOSIS LAW SCHOOL, PUNE | Name For JURIS ARENA Mr. Soumitra Banerjee |
| Designation Director, Symbiosis Law School, Pune Dean, Symbiosis International (Deemed University) | Designation Partner Partner and Head Corporate Practice Juris Arena |
| Date | Date 02/12/21 |

Witnesses

1. Mr. Kiran Sonar



2. Dr. GITANJALI SHRIYASTAVA

