

**AGREEMENT OF ACADEMIC COOPERATION**

**BETWEEN**

**NATIONAL LAW SCHOOL OF INDIA UNIVERSITY (BANGALORE, INDIA)**

**AND**

**FACULTY OF LAW, UNIVERSITY OF CAPE TOWN (SOUTH AFRICA)**

**AGREEMENT OF ACADEMIC COOPERATION BETWEEN NATIONAL LAW SCHOOL OF INDIA UNIVERSITY (BANGALORE, INDIA) AND FACULTY OF LAW, UNIVERSITY OF CAPE TOWN (SOUTH AFRICA)**

**PREAMBLE**

National Law School of India University (NLSIU) and the Faculty of Law, University of Cape Town, South Africa (UCT),

**RECOGNISING** their shared missions and visions and their common goal of academic excellence

**RECOGNISING** the mutual interests in the fields of research, development, education, transfer of technology and dissemination of knowledge on a long-term basis

**CONSIDERING** the desire to establish networks between the National Law School of India University (NLSIU) and the Faculty of Law (UCT) expressing the idea of partnership

**NOW, THEREFORE**, the National Law School of India University (NLSIU) and the Faculty of Law, UCT:

**HEREBY AGREE** to enter into this memorandum of understanding on cooperation between the two institutions to enhance cooperation at both law schools according to the terms and conditions set out in the following articles:

**ARTICLE 1: AREAS OF COOPERATION**

The Cooperation will take the form of:

- a) Research, including joint research projects
- b) Exchange of undergraduate and post-graduate students
- c) Exchange of staff, sabbaticals

- d) Mutual assistance in the establishment and development of programmes
- e) Exchange of information and publications
- f) Organisation of Conferences and Workshops

## **ARTICLE 2: ACADEMIC COOPERATION**

Within the fields designated under Article 1, the Parties agree to, and shall endeavor, in as far as their financial means allow, to facilitate the achievement of the following forms of academic cooperation:

- a) Exchange of publications and other information for scientific scholarly and educational purposes
- b) The exchange of academic staff for a short or medium period of time to promote scientific and scholarly cooperation.
- c) Organisation of joint conferences, seminars and symposia
- d) Organisation of joint research projects and joint publications
- e) Joint efforts to secure funds from national, regional and international donors; and
- f) Joint efforts to solicit the cooperation of other relevant centers.

## **ARTICLE 3: STAFF DEVELOPMENT**

- a) To facilitate curriculum development and research work, each party to this agreement shall nominate a faculty member to participate in the exchange within a time frame to be mutually agreed. The sending and the hosting faculty will agree in advance on the acceptability of each exchange candidate in the framework of this agreement.
- b) The Parties agree to initiate mechanisms for implementation of staff exchanges during sabbaticals.
- c) The Parties agree to take all measures necessary to ensure that the staff exchange program is adequately implemented through joint efforts to obtain funding and assistance in finding appropriate accommodation.

- d) Each Party to this agreement may subject to agreement, impose such reasonable conditions for hosting of a Faculty member from the other Party for a fixed duration as may be necessary to ensure the success of the program.

#### **ARTICLE 4: STUDENT EXCHANGES**

- a) Post-graduate student exchange shall generally take place for the duration of one semester (or the equivalent) per student
- b) Study credits obtained at the host university shall be recognised by the home university
- c) Both parties agree to guarantee the academic supervision of visiting students by teachers qualified to supervise students at the relevant level of study
- d) Both parties shall assist exchange students in finding appropriate accommodation
- e) The Parties may support outgoing or incoming students financially in order to maximise accessibility for all students, including the possibility of waiving academic fees in whole or in part
- f) Both parties shall cooperate and endeavor to obtain funding to award scholarships to students.
- g) This agreement covers up to two such students per semester in each direction. Any extension on the number of students shall be subject to negotiation.

#### **ARTICLE 5: ADMINISTRATION**

- a) The activities and exchanges in the framework of this agreement shall be coordinated by the Vice Chancellor and the Dean of both law schools or delegated to appropriate members of the respective law schools and in cooperation with the offices for international relations/links of the two universities.
- b) Each institution shall designate one individual to fulfill the responsibilities of coordinator of activities under this agreement

**ARTICLE 6: DURATION OF AGREEMENT**

This agreement shall take effect 30 days upon ratification by signature of the Vice Chancellor and the Dean of both institutions respectively and shall be valid for a period of five (5) years.

**ARTICLE 7: REVIEW AND MODIFICATION**

- a) Both institutions may review this agreement at any time and the actions taken under it.
- b) This agreement may be modified by mutual agreement and confirmed through an exchange of letters and subject to further approvals as may be required under the statutes and regulations of each institution. Such letters of modification shall form part of this agreement as addenda.

**ARTICLE 8: WITHDRAWAL**

Either Party may withdraw from the agreement by giving written notice of its intention before 1<sup>st</sup> of January of any year of its currency to withdraw with effect from the beginning of the next calendar year.

**ARTICLE 9: EXECUTION**

The Vice Chancellor and the Dean of the two institutions respectively hereby execute this agreement on behalf of their respective faculties.



PROFESSOR R. VENKATA RAO  
VICE CHANCELLOR, NLSIU

DATE: 14 April 2011



PROFESSOR PAMELA J. SCHWIKKARD  
DEAN, UCT FACULTY OF LAW

DATE: 14 April 2011

