### **MEMORANDUM OF UNDERSTANDING (MOU)**

#### **BETWEEN**



# SYMBIOSIS LAW SCHOOL, NAGPUR A CONSTITUENT OF SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY), PUNE

#### **AND**



## NATIONAL ACADEMY OF DIRECT TAXES (CENTRAL BOARD OF DIRECT TAXES,

MINISTRY OF FINANCE, GOVT. OF INDIA)

**FOR** 

ACADEMIC AND TRAINING INTERACTION/COOPERATION

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This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the Twenty-Eighth day of June 2023 (hereinafter "Effective Date") by and between.

Symbiosis International (Deemed University) an Institution deemed to be a University established under Section 3 of the University Grants Commission Act 1956 and having its main campus at: Symbiosis Knowledge Village, Gram: Lavale, Taluka: Mulshi, District: Pune 411042 (India) (hereinafter referred to as "SIU"), for and on behalf of its constituent, Symbiosis Law School, Nagpur, having its address at Gat. No.167,168,169, Village Mauje-Wathoda /Bhandewadi, Nagpur, Maharashtra, hereinafter referred to as "SIU/SLS-N".

#### And

**National Academy of Direct Taxes, Nagpur,** (hereinafter referred to as **NADT**) the apex training institution for the officers of the Indian Revenue Service and the Income Tax Department of the Government of India having its office at Chindwara Road, Byramji Town, Nagpur, Maharashtra 440029 hereinafter referred to as "**NADT**", represented herein by the Principal Director General (Training), Shri Sanjay Puri

Both the institutes distinctly acknowledge that this agreement is being executed by SIU on behalf of SLS-N, one of its constituents which shall be the performing Party. Therefore, all the rights and obligations provided in this agreement shall be performed/ exercised by SLS-N, unless the context requires otherwise.

#### WHEREAS

1. National Academy of Direct Taxes (NADT) is the apex training Institution of the Officers of the Direct Taxes Administration in India. Apart from conducting the Induction training for the Officer Trainees of the Indian Revenue Service 'IRS', NADT also conducts a number of in-service courses for the middle to senior management level officials of the Income Tax Department. The frontiers of training at NADT travel beyond the Department and NADT imparts training on varied topics including taxation, management and finance to Group A officers of other Services of Government of India and also to the tax administrators of various other countries. It performs the critical and overarching goal of developing, enhancing, monitoring and modelling the human capital, fortunes of the nation's Direct Taxes strategies and administration. Over the years, it has enhanced and embellished national interest by moulding human capital aspirations and functioning as a 'best-interest' think-tank in tax policy and administration. The Academy imparts proficiency in core competency areas, disseminates information about the best of academics and practices and provides an international perspective, high quality professional capabilities and cultural sensitivities to officers.

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- 2. Symbiosis International (Deemed University) or SIU is a multi-disciplinary university offering its students and faculty a vibrant learning ecosystem designed around its multi-cultural and innovative ethos. It imparts the education needed for leadership in a rapidly changing world. Its faculties transform individuals, preparing and empowering them to make a positive impact on the world;
- 3. Symbiosis Law School, Nagpur, a constituent of Symbiosis International (Deemed University) Pune, is a premier institution known for its academic excellence, holistic development, and vibrant learning environment. With distinguished faculty members, a comprehensive curriculum, and a focus on experiential learning, the law school nurtures legal professionals equipped with ethical values, critical thinking skills, and a global perspective. Through co-curricular activities, including legal aid initiatives and moot court competitions, students gain practical skills and social responsibility. The institution also emphasizes research, industry collaborations, and placement support, making it a preferred destination for aspiring law students seeking to excel in Central India and beyond.;
- 4. Both the institutes i.e. SIU and the NADT desire to promote academic and training interaction/cooperation.

NOW THIS AGREEMENT WITNESSTH THAT SIU AND THE NADT HAVE AGREED TO THE TERMS AND CONDITIONS HERE AS UNDER:

#### 1. Scope

The main purpose of this MOU is to promote an institutional linkage between SLS, Nagpur and NADT and to explore avenues for possible collaboration in academic and training of stakeholders broadly in the area of Engineering and Technology, Soft skills, Taxation & Finance and Functional and Behavioural competencies in which expertise exists and can be mentored by either or both of the Parties herein.

The projects mentioned herein shall be governed by separate agreements, that shall include but not limited to details such as project objectives, deliverables, timelines, resource allocation and reporting requirements.

#### 2. Term

- I. This MoU shall be valid for a period of three years, commencing from the effective date mentioned herein.
- II. Either party may renew the agreement on written mutual consent.

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#### 3. Joint Research and Collaboration Projects

- I. SLS, Nagpur Faculty and NADT Faculty may collaborate on user-oriented joint academic projects under the following conditions:
  - The Parties herein respective faculties will collaborate to develop project proposals.
  - The Parties herein agree that the Projects would need to be approved by parties in writing.
- II. Both Parties shall regularly communicate and provide updates on the progress of research projects, including sharing interim results, research findings, and any challenges encountered.

#### 4. Exchange of Faculty

- I. Both SLS, Nagpur and NADT have agreed to exchange faculties for various endeavours and programmes on a part-time basis.
- II. The duration and frequency of staff exchanges shall be determined by mutual agreement between the Parties, taking into consideration the availability of staff and organizational needs.
- III. Provide necessary support to the selected staff members, including arranging travel.
- IV. Provide a conducive work environment, necessary resources, and support to the exchanged staff members.
- V. Ensure the safety, welfare, and professional development of the exchanged staff members during their stay.

#### 5. Sharing of Important Facility

- I. The parties herein agree to share their academic and research facilities.
- II. The Parties herein may contribute research expertise, laboratory facilities, and academic resources, while the other party may provide domain-specific knowledge, data, and complementary research capabilities.
- III. Both Parties shall appoint research project coordinators to facilitate communication, coordinate activities, and ensure the successful execution of the research projects.

#### 6. Joint Conference/Workshop/Courses

Both the Parties agree to hold/conduct upon mutual discussion may conduct, joint conferences/ workshops/training courses in the areas of mutual interest.

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#### 7. Roles and Responsibilities:

- I. The Parties shall work together to define the roles and responsibilities for each joint academic project, considering the expertise and resources of both the Parties.
- II. The Parties herein may contribute research expertise, academic knowledge, and facilities, while the other Party may provide domain-specific knowledge, end-user insights, and practical implementation capabilities.
- III. Both Parties shall appoint project coordinators to facilitate communication, coordinate activities, and ensure the successful execution of the joint academic projects.

#### 8. Intellectual Property Rights

The intellectual property rights that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the Parties herein.

#### 9. Confidentiality

Both the parties may receive information proprietary to the other party (the "Confidential Information") during performance of their obligations under this MOU.

Confidential Information is not meant to include any information which-

- I. is publicly available
- II. is rightfully received by the parties from third parties without accompanying secrecy obligations;
- III. is already in either party's possession and was lawfully received from sources other than the Parties or
- IV. is independently developed by the Parties.

The Parties understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will always be kept in trust, to be disclosed only to such persons on a "need to know basis" the same and only for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

#### 10. Termination

- I. Either Party may terminate this MOU by providing a written notice of one month in advance.
- II. Upon termination, the Parties shall cooperate to ensure the termination shall not affect the on-going projects or the projects that are approved prior the termination.

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11. In the event of any dispute, controversy, or claim arising out of or in connection with this Memorandum of Understanding (MOU), both parties agree to make reasonable efforts to resolve the dispute amicably through mutual discussions and negotiations. Any such discussions and negotiations shall be conducted promptly and in a professional manner.

In witness where of the parties here to have signed this Memorandum of Understanding by the hand of Dr.M.S.Shejul, Symbiosis Law School, Nagpur and by the hand of Shri. Saniay Puri, Pr. DGIT (Trg), National Academy of Direct Taxes on date, month and year referred to above.

For National Academy of Direct Taxes, Nagpur

Shri Sanjay Puri Pr. DGIT (Trg)

Authorized Signatory

मंजय पूरी

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Email - prdg@nadt.gov.in

For Symbiosis Law School, Nagpur

Dr. Sukhvinder Singh Dari

Director

Authorized Signatory

Symbiosis Law School, Nagpur

Mouza - Wathoda,

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Witness:

Name: Shri Mayank Mishra

Designation: Addl. Director (I&CT)
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Witness:

Name: Dr. Aarti Kalnawat

Designation: Assistant Professor

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