

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL JUDICIAL ACADEMY, INDIA AT BHOPAL

and

**SARDAR VALLABHBHAI PATEL NATIONAL POLICE
ACADEMY, HYDERABAD**

1. Preamble

1.1 The National Judicial Academy, India at Bhopal (herein after referred to as NJA) is an independent society established in the year 1993 and registered under the Societies Registration Act 1860. NJA is fully funded by the Government of India and the Honourable Chief Justice of India is the Chairman of the General Body, Governing Council, the Executive Committee and the Academic Council of the NJA. The mission of NJA is to enhance timely justice focussing on delay and arrears reduction and enhancing the quality and responsiveness of justice. The legal mandate of the NJA is to strengthen the administration of justice through legal education, research and policy development. Being the pioneer in judicial education in India, it provides a platform for the judges across country giving them an opportunity to jointly identify the major obstacles facing the administration of the justice and develop appropriate solutions. Its mandate includes implementation of National Judicial Education Strategy and Research in the field of law and justice related areas.

1.2 The Sardar Vallabhbhai Patel National Police Academy, Hyderabad (herein after referred to as NPA) is the premier police training institute of India. The primary purpose of NPA is to prepare leaders for the Indian Police, who will lead and command the force with courage, uprightness, dedication and a strong sense of service to the people. NPA conducts basic training course for the Indian Police Service (IPS) recruits, Mid-Career Training Programmes for senior IPS officers; and short term specialized thematic courses, seminars and workshops, catering to a wide range of industry in the field of policing and security. NPA is a focal point for providing training of the trainers and consultancy services to sister training

institutions for improving their management of training. NPA is also a centre for research studies on police subjects with a mandate to expand its resource base through tie-ups with similar institutions in the country.

2. Whereas both NJA and NPA (herein referred to as the Parties) as agreeable to establish collaboration for the purpose of mutual benefit in the areas of mutual interest and have reached the following understanding:

- a) The Parties will explore and work upon the development and promotion of research collaboration in the areas of mutual interest, and in particular in the area of Criminal Justice Administration.
- b) The Parties will facilitate exchange of faculty and resource persons for academic and research purpose.
- c) The Parties will jointly develop and organize thematic short-term training programs, seminars, conferences, workshops in the areas of mutual interest and in association with relevant national/ international partners.
- d) The Parties will provide each other access to their academic publications and library resources.
- e) The Parties will assist each other to progress on any matter of mutual interest.

3. Now, therefore, the parties herein above mutually agree to enter into a Memorandum of Understanding (MoU) on the following terms and conditions, namely:

- a) The Parties shall jointly plan calendar of events for holding Seminars, workshops and short term courses to be conducted at the campus of either of the Parties, depending upon the availability of the participants.
- b) Joint research projects in various related subjects will be undertaken. The terms and conditions of which will be decided on mutual agreement between the parties.
- c) Based on the need of NPA, NJA will ensure the participation of its faculty and scholars in training activities organized by NPA at its campus. Similarly, on the requirement of NJA, NPA will provide faculty for training activities organized by NJA at its campus.

- d) The travelling allowance and daily allowance in respect of participants from the NPA, who will visit NJA, will be borne by NPA. Similarly, travelling allowance and daily allowance in respect of participants from NJA visiting NPA will be borne by NJA. In case of an international guest faculty of eminence visiting the campus of one party for lecture/presentation, the said guest faculty can be invited by the other party for lecture/presentation at its campus subject to sharing of expenditure involved in travel/accommodation of such guest faculty.
- e) This MoU shall not be a legally binding contract, and under no circumstance, this MoU will subject either of the parties to breach of contract, whether material or minor, or to any liability under national or international laws or to any other applicable law.
- f) The Parties hereby agree that they are not bound exclusively by this Memorandum and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party. However, each party will disclose similar arrangements they enter into with any third party.
- g) All conditions, changes erasures, amendments, waivers etc. shall only be in writing, duly executed by both the parties.
- h) There shall be a steering committee to resolve the differences and disputes arising in implementation of the MoU. The members of the Steering Committee would consist of equal number of Members from both Parties.
- i) This MoU and any amendment thereof, are limited to the purpose of this MoU.
- j) The Parties shall make best efforts to resolve all differences and disputes arising in connection with implementation of this MoU amicably. In case the differences are not resolved amicably, the matter shall be referred to the Steering Committee. Failure of the Steering Committee to resolve the differences could lead to termination of this MoU.
- k) **This MoU shall remain valid from 23.03.2020 for a period of three years**, unless terminated earlier by serving written notice at least 30 days in advance by either Party and may be renewed for another

3 years by mutual agreement of the Parties at least 60 days prior to expiry of this MoU.

4. This MoU does not involve any financial implications on either of the Parties.

5. Maintenance of Confidentiality

The material/data supplied by the one Party to the other Party for research or training purposes would be kept confidential and neither the data nor any report based on such data shall be published without the consent of the concerned Party.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed.

Signed for and on behalf of
National Judicial Academy,
India, Bhopal

Signed for and on behalf of
Sardar Vallabhbhai Patel
National Police Academy
Hyderabad



Justice Goda Raghuram

Director

Director
National Judicial Academy
Bhopal - 462 044



Shri Atul Karwal

Director

अतुल करवल / ATUL KARWAL, I.R.S.
निदेशक / DIRECTOR
स.व.प.रा.पु. अ. / S.V.P. National Police Academy, Shivrampally
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Witnesses :

Signature :



Name :

SHANKAR PRASAD
SRIVASTAVA

Designation :

Professor

Organisation :

National Judicial
Academy, Bhopal.

Signature :



Name :

BHUSHAN G. BORASE

Designation :

Assistant Director

Organisation :

S.V.P.N.P.A.,
Hyderabad.

भूषण गुलाबराव बोरसे, आई.पी.एस.
Bhushan Gulabrao Borase, IPS
सहायक निदेशक/Asst. Director
सरदार वल्लभभाई पटेल राष्ट्रीय पुलिस अकादमी
Sardar Vallabhbhai Patel National Police Academy
शिवरामपल्ली (५०० ०५२), हैदराबाद