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MEMORANDUM OF UNDERSTANDING BETWEEN ICFAI Law School, The ICFAI University, Dehradun AND CONVENER, CORE COMMITTEE

COMMON LAW ADMISSION TEST (CLAT)-2017 ORGANIZING UNIVERSITY CHANAKYA UNIVERSITY OF LAW,

PATNA

Statutory Alert:

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# FOR UTILIZATION OF CLAT-2017 UNDER GRADUATE EXAMINATION RESULT FOR

ADMISSION BY

ICFAI Law School, The ICFAI University, Dehradun

This memorandum of Understanding (hereinafter referred as "MoU") made at Dehradun on 29/06/2017 Between ICFAI Law School, The ICFAI University, Central Hope Town, Selaqui, Dehradun on the ONE PART

#### AND

Convener, core Committee, CLAT-2017 on behalf of CLAT Core Committee, which comprises of Vice-Chancellor/Directors of the seventeen participating National Law Universities, a sole authority for regulation and declaring the result for CLAT (Common Law Admission Test), an all India Examination administered and conducted jointly by the Member National Law University.

#### WHEREAS:

- 1. CLAT stand for common Law Admission test.
- 2. ICFAI Law School, The ICFAI University, Central Hope Town, Selaqui, Dehradun.
- 3. ICFAI Law School, The ICFAI University, Dehradun, desire to utilize the CLAT under graduation examination scours for the purpose of admission during the Academic year 2017-18.
- 4. Pursuant thereto ICFAI Law School, The ICFAI University, Dehradun and Convener, Core Committee CLAT-2017 have worked out certain arrangement as noted in this MoU with view to utilize the CLAT 2017 under Graduate Examination score for the admissions in ICFAI Law School, The ICFAI University, Dehradun.
- 5. The parties to record the terms and conditions and objectives of the utilization of said CLAT-2017 score incidental thereto agreed between them.

#### **DEFINITIONS:**

The following expressions used herein shall, unless repugnant to the subject or context thereof carry of the meanings hereunder respectively assigned to them, namely:

- "CLAT\_2017" shall mean the common Law Admission Test conducted by Chanakya National University of Law, Patna during 2017.
- "Actual CLAT Marks" shall mean the marks (Out of 200) secured by candidates who have appeared for CLAT-2017 under Graduation Examination.

#### NOW THEREFORE, THIS MOU WITNESSETH as follows:

- 1. The Convener, Core Committee, CLAT-2017 will provided Login Account from wherein Actual CLAT-2017 Marks, Qualifying Marks all India Rank (AIR) and contact detail of candidates appearing in CLAT-2017 can be accessed by ICFAI Law School, The ICFAI University, Dehradun.
- 2. The database access from LOGIN ACCOUNT shall be used by ICFAI Law School, The ICFAI University, Dehradun and it will not be shared by ICFAI Law School, The ICFAI University, Dehradun with any other University/Institute/College/Agency. This does not in any way preclude the Convener, Core.
- Committee, CLAT-2017 from sharing the actual CLAT marks with agencies other than ICFAI Law School, The ICFAI University, Dehradun.
- The LOGIN ACCOUNT and database only for the purpose of admission in ICFAI Law School,
   The ICFAI University, Deliradun.
- 5. ICFAI Law School, The ICFAI University, Dehradun shall take prior permission from the Convener, Core Committee, CLAT-2017. If ICFAI Law School, The ICFAI University, Dehradun desires to use the database accessed from the LOGIN ACCOUNT for the purpose other than that stated above.
- 6. The MoU does not allow the "ICFAI Law School, The ICFAI University, Dehradun" to have a say in the policies for conduct of CLAT-2017, such as syllabi, format, pattern of examination, etc.

- 7. It will be responsibility of ICFAI Law School, The ICFAI University, Dehradun to verify the authenticity of the information provided by the candidate applying for admission to ICFAI Law School, The ICFAI University, Dehradun. If any dispute arises with regard to the details of a candidate, the CLAT Office will share the detail of the candidate available with it, such as particulars, address, photographs and other details with ICFAI Law School, The ICFAI University, Dehradun.
- The Core Committee CLAT-2017 will not be concerned with the admission process of ICFAI
   Law School, The ICFAI University, Dehradun.
- 9. It will be the responsibly of ICFAI Law School, The ICFAI University, Dehradun. To advertise/inform respective candidates that the ICFAI Law School, The ICFAI University, Dehradun will use the CLAT-2017 candidate score for the admission purpose. This information will not be included in the CLAT poster/advertisement/brochure. ICFAI Law School, The ICFAI University, Dehradun shall pay Rs. 10,000/- to upload the name of Institution of CLAT-2017 website as institution having MoU with CLAT-2017.
- 10. ICFAI Law School, The ICFAI University, Dehradun shall pay onetime fee for Rs. 50,000/(INR Fifty Thousand Only) and shall pay annual 1,10,000/- (INR One Lakh Ten Thousand Only).
- 11. The CLAT-2017 office will provide the above mentioned LOGIN ACCOUNT to access the details within 30 days of declaration of CLAT-2017 result subject to payment in advance with MoU from ICFAI Law School, The ICFAI University, Dehradun.

All the matters of dispute shall be subject to the jurisdictions of Patna Courts only. The parties shall use their best endeavors to settle any dispute or claim arising out of or relating to the MoU in supplemental agreements and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim arising such dispute of claim shall be decided by a sole arbitrator to be appointed by the mutual consent of the parties in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. The parties agree that the

decisions of the arbitrator so appointed shall be final and binding upon the parties. The venue for Arbitration shall be Patna.

IN WITNESS WHEREOF, the parties hereto have signed this MoU by the hand of Col. Ashish Kumar Dutta (Retd.), Registrar, The ICFAI University, Dehradun and by the hand of Prof (Dr.) A Lakshminath, Convener, CLAT-2017 on the day, month and year referred to above.

Signed & delivered on behavegistrar of the above named The GEALI University Dehradunty,

Dehradun, by

Col. Ashish Kumar Dutta (Retd.),

Registrar

Signed & delivered on behalf

of the above named

**CLAT Core Committee By** Prof. (Dr.) A Lakshminath

Convener

IN THE PRESENCE OF: -

IN THE PRESENCE OF:

Prof-Dr. S. P. Singl, Registrar Convenor, Implementation Commits

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Bileash Chandra Singh P.S. to Vice-chancellor. CMLV, Patha.