

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on 28 / 10 / 2024, by and between

**Tashkent State University of Law (TSUL)**, located at Sayilgokh 35 str., Tashkent 100047, Uzbekistan Address, represented by Prof. Dr. Islambek Rustambekov, Acting Rector;

and

**National Forensic Sciences University (NFSU)** having its Headquarter located at Sector 9, Gandhinagar-382007, represented by Prof. (Dr.) Purvi Pokhariyal, Campus Director, Delhi Campus.

Collectively referred to as the "Parties" and individually as a "Party".

- **1. Purpose**
- The purpose of this MoU is to explore the possibilities to establish an Indian-Uzbek Law and Language Research Center (the "Center") at TSUL, aimed at promoting legal research, language studies, and academic collaboration between the Parties.
- This general agreement of cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties.
- **2. Scope of Collaboration**
- 2.1. The nature of proposed collaboration aims to focus on the lines of work, such as Legal Research, Language Studies, and Student Exchange Programs. These activities are detailed further in Clauses 2.2., 2.3., and 2.4., and may include other relevant activities not restricted by the laws and regulations of the Republic of Uzbekistan.
- **2.2. Line 1: Legal Research Services**
- The Center will be established with an aim to provide specialized legal research services focusing on comparative law between India and Uzbekistan. These services will include:
  - a) Comparative Legal Research:
    - Organize research on legal systems of both countries
    - Analyze legislative frameworks and judicial decisions
    - Study legal reforms and their implementation

- Conduct comparative analysis of legal institutions
- b) Legal Documentation and Translation:
  - Develop bilingual legal resources
  - Translate important legal documents
  - Create legal glossaries and reference materials
  - Maintain databases of comparative legal materials
- c) Policy Analysis:
  - Study legal policy developments in both countries
  - Analyze impact of international law on domestic legislation
  - Research regulatory frameworks and their effectiveness
  - Provide policy recommendations
- d) Academic Support:
  - Assist in legal research methodology
  - Support academic publications
  - Organize legal research workshops
  - Facilitate research collaboration between institutions
- **2.3. Line 2: Language Studies**
  - a) Language Programs:
    - Develop language courses for legal professionals
    - Create specialized legal language training modules
    - Organize language immersion programs
    - Provide translation and interpretation services
  - b) Cultural Exchange:
    - Promote understanding of legal cultures
    - Organize cultural awareness workshops
    - Facilitate cross-cultural communication
    - Support bilateral cultural initiatives
- **2.4. Line 3: Student Involvement**
  - a) Exchange Programs:
    - Facilitate student exchange between institutions
    - Organize joint academic programs
    - Provide internship opportunities
    - Support collaborative research projects
  - b) Academic Development:

- Organize joint seminars and workshops
- Support student research initiatives
- Provide mentorship opportunities
- Facilitate academic publishing

### **3. Responsibilities of the Parties**

For the proposed collaboration, the Parties may have the following responsibilities. It is desired by the parties that in case of any issues in fulfilling these responsibilities, the Parties would further agree to assist each other to ensure successful implementation of the Center's objectives.

#### **3.1. Responsibilities of TSUL**

##### ***a) Academic and Research Support:***

Provide Expertise: Offer academic and research expertise in forensic criminalistics, contributing to the development and implementation of research projects.

Involve Staff and Students: Facilitate the involvement of TSUL's academic staff and students in research activities, ensuring their participation and contribution to the center's research initiatives.

##### ***b) Administrative and Operational Management:***

Assign Representatives: Designate one representative to manage the administration and day-to-day operations of the center.

Coordinate with NFSU: Work closely with NFSU's representative to ensure effective collaboration and coordination.

##### ***c) Facilities and Infrastructure:***

Provide Space: Allocate necessary space and/or facilities for the operations of the center.

Support Services: Offer administrative support, including IT and logistical services required for the center's functioning.

***d) Financial Contributions:***

Funding: Contribute to the financial resources required for the establishment and maintenance of the center, including shared costs for equipment, staff, and operations.

Budget Management: Participate in the development and management of the center's budget, including financial planning and reporting.

***e) Collaboration and Networking:***

Foster Partnerships: Develop and maintain relationships with other forensic institutions and organizations to support the center's objectives and enhance its capabilities.

Organize Events: Assist in organizing and hosting seminars, workshops, and conferences related to forensic criminalistics.

**3.2. Responsibilities of NFSU**

***a) Technical and Equipment Support:***

Provide Equipment: Supply the necessary forensic equipment and technologies required for the center's operations.

Technical Expertise: Offer technical support and training on the use of forensic equipment and methodologies.

***b) Research and Development:***

Lead Research Initiatives: Lead and coordinate forensic research projects, leveraging NFSU's expertise and resources.

Support TSUL: Assist TSUL in integrating forensic research findings into academic curricula and practical applications.

***c) Administrative and Operational Management:***

Assign Representatives: Appoint a representative to collaborate with TSUL's representative in managing the center and ensuring smooth operations.

Operational Oversight: Oversee the operational aspects of the center, including compliance with relevant regulations and standards.

***d) Training and Capacity Building:***

Professional Development: Provide training programs and workshops for TSUL's staff and students to enhance their forensic skills and knowledge, upon mutually agreed terms and conditions including that of financial responsibilities.

Capacity Building: Support the development of skills and competencies required for effective forensic research and practice.

***e) Financial and Resource Contributions:***

Funding: Contribute to the financial resources required for the center, including equipment costs, research funding, and operational expenses.

Resource Management: Assist in managing and allocating resources effectively, ensuring the center's sustainability and growth.

***f) International Collaboration:***

Facilitate Networks: Leverage international connections and partnerships to enhance the center's research capabilities and reputation.

Share Knowledge: Facilitate the exchange of knowledge and best practices with international forensic institutions and researchers.

**3.3. Shared Responsibilities**

***a) Strategic Planning:***

- **Develop Strategic Goals:** Collaboratively establish the center's strategic goals, objectives, and research priorities.
- **Create a Governance Structure:** Develop a governance structure for the center, including decision-making processes and operational guidelines.

*b) Monitoring and Evaluation:*

- **Assess Performance:** Regularly assess the center's performance and impact, including research outcomes, operational efficiency, and financial management.
- **Implement Improvements:** Make necessary adjustments and improvements based on performance evaluations and feedback.

*c) Reporting and Accountability:*

- **Provide Reports:** Regularly provide reports on the center's activities, research findings, and financial status to stakeholders and governing bodies.
- **Ensure Compliance:** Ensure compliance with relevant regulations, standards, and agreements.

#### **4. Financial Obligations**

##### **4.1. Equipment Provision Expenses by NFSU**

1. **Equipment Supply:** Subject to approval of the competent authority, NFSU may provide all necessary forensic equipment and technologies required for the operation of the Center. This includes, but is not limited to, laboratory instruments, forensic analysis tools, and related technologies.
2. **Technical Support:** Subject to approval of the competent authority, NFSU may also provide expenses related to the technical support and training necessary for the proper use and maintenance of the equipment provided. This may include costs associated with training workshops, technical assistance, and any required upgrades or replacements of equipment.

##### **4.2. Expenses Related to Operation of the Center by TSUL**

1. **Operational Costs:** TSUL intend to cover operational expenses related to the day-to-day management of the Center. This includes administrative costs, utilities, facility

maintenance, and other general operational expenses necessary for the Center's functioning.

2. **Space and Facilities:** TSUL will also take care of the costs associated with providing and maintaining the space and facilities allocated for the Center. This includes expenses related to facility upkeep, security, and any modifications required to accommodate the Center's operations.
3. **Administrative Support:** TSUL will also cover the costs associated with providing administrative support services, including IT support, logistical services, and any other necessary support functions required for the Center's smooth operation.
4. **Financial Planning:** Both Parties intend to collaborate on financial planning and budgeting for the Center, with TSUL participating in the development and management of the Center's budget, including financial reporting and oversight.
5. **Additional Contributions:** Both Parties may agree to share additional financial contributions for specific projects or needs as they arise, based on mutual consent and the requirements of the Center.

#### **5. Governance and Administration**

- The Center will be jointly managed by one representative from TSUL and one from NFSU.
- Decisions regarding strategic direction, budget allocations, and major initiatives will be made collaboratively.

#### **6. Intellectual Property**

- Any intellectual property developed through this partnership will be jointly owned by TSUL and NFSU. Specific terms of ownership, use, and commercialization will be detailed in a separate Intellectual Property Agreement.

#### **7. Confidentiality**

- Both Parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of this partnership.

#### **8. Term and Termination**

- This Agreement shall commence on \_\_. \_\_. \_\_ and remain in effect for a period of 5 (years). It may be renewed or amended by mutual agreement of the Parties.
- Either Party may terminate this Agreement with 6 (six) months' written notice, provided that ongoing projects are concluded or appropriately transitioned.

**9. Dispute Resolution**

- Any disputes arising under this Agreement shall be resolved through mutual consultation.

**10. Collaborative Understanding**

- This agreement outlines the broad understanding between the parties regarding their collaboration. The specific financial responsibilities and the revenue-sharing ratio shall be determined and documented in a separate agreement to be negotiated and executed by the parties at a later date.
- Any amendments to this MoU must be made in writing and signed by authorized representatives of both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**For Partnership Agreement**

in its final version dated DD/MM/YYYY

For and on behalf of the Tashkent State University of Law

Date: 28-10-2024

Signature:



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Name: Prof. Dr. Islambek Rustambekov

Title: Acting Rector

Address and postal code: Sayilgokh 35 str., Tashkent 100047, Uzbekistan

E-mail address: info@tsul.uz

**For Partnership Agreement**

in its final version dated DD/MM/YYYY

For and on behalf of the National Forensic Science University

Date: 28-10-2024

Signature:

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Name: Prof. (Dr.) Purvi Pokhariyal

Title: Campus Director, Delhi, NFSU

Address and Postal code: Sector-9, Gandhinagar, Gujarat India 382007

E-mail address: director\_dc@nfsu.ac.in