



Memorandum of Understanding

Between

Himachal Pradesh National Law University, Shimla

And

Himachal Pradesh Police, Shimla

Introduction

This Memorandum of Understanding (MoU) is made and signed on *16th Day of June, 2021*, signed at the **Himachal Pradesh National Law University, Shimla**, and shall come into force from the date of signing;

BETWEEN

Himachal Pradesh National Law University, Shimla having its registered office at 16 Miles, Shimla-Mandi National Highway Ghandal, District Shimla, HP – 171014 (hereinafter referred to as *HPNLU, Shimla*) of the First Party;

And

Himachal Pradesh Police (hereinafter referred to as the *HP Police*) of the Second Party;

Collectively referred to as the *Parties* and individually referred to as the *Party*.

The Parties agree to the following terms of this MoU:

1. Title

The Agreement and the terms therein along with the activities shall be called the *Police-Law Interaction Forum* (hereinafter referred to as the *PoLIF*).

2. Purpose

The MoU is signed with a purpose to set up an institutional mechanism for interaction between faculties, researchers & students of HPNLU, Shimla with the Police personnel of the HP Police on legal issues to pursue the objectives set out hereinafter.

3. Nature of Interaction

This MoU is based on Research, Training, and Development (RT&D) which shall be carried out as per the objectives set out in the succeeding section of the MoU.



4. Objectives

The objectives of the MoU establishing PoLIF includes, but is not limited to, the following –

- a. Setting up an institutionalised mechanism for interaction of faculties, researchers & students of HPNLU, Shimla with Police Officers & Personnel of the HP Police.
- b. Developing a collaborative working relationship between faculties, researchers & students of HPNLU, Shimla and Police Officers & Personnel of the HP Police.
- c. Collaborating for activities fostering Research, Training & Development for mutual benefit of faculties, researchers & students of HPNLU, Shimla and the Police Officers & Personnel of the HP Police.
- d. Contributing towards enhanced learning of HP Police about the judgments pronounced by Courts, its implication on the Executive, and the interpretation of various laws associated with the Criminal Justice System.
- e. Enhancing the awareness of the students in understanding the difficulties of the Executive in the course of maintenance of law and order and investigation.
- f. Undertaking academic research projects related to police administration, reforms, and allied areas in the State of Himachal Pradesh.
- g. Undertaking various activities in fostering the objectives set out hereinabove.

5. Activities

The parties shall undertake and carry out the following activities to foster the objectives of this MoU –

- a. **Internship spanning up to two-months throughout the year for the students of HPNLU, Shimla consisting of two parts** – one called the *Summer Internship* to be conducted in the month of July-August, and another called the *Winter*



Internship to be conducted in the month of December-February, annually.

- b. For the purpose of internship, each student will be attached with officers in police stations. For the purpose of effectively carrying out this part of the MoU, a Nodal Officer for each Police Station shall be appointed by the HP Police.
- c. During the internship, the HP Police shall organize visit of the students to Police Training Institutes, State Forensic Science Laboratories, Prisons, State Legal Service Authority and any other Specialized Units of HP Police.
- d. **Annual Police Conference, by whatever name agreed** – The Parties agree to conduct one yearly event in collaboration, in the nature of a conference, workshop, or seminar to pursue the objectives of the MoU. The nature of this annual event will be academic and focus will be on providing enhanced learning for members of both the Parties.
- e. **Training for Police Personnel** – Training for the Police Personnel in the State of HP shall be conducted annually where special emphasis will be given on constitutional rights of the victims & offenders/ accused, penal laws, procedure of investigation, prosecution, treatment of witnesses, etc. and emotional intelligence of the police personnel, among other topics of relevance as may be suggested by the HP Police and agreed between the Parties.
- f. **Any other activity as agreed between the Parties.**

6. *The PoLIF*

i. Constitution

The PoLIF shall consist of the following –

- a. Registrar, HPNLU, Shimla – Chairperson.
- b. Director General of Police, Himachal Pradesh – Member.
- c. Two Members (from amongst the faculty of HPNLU, Shimla) nominated by the Registrar, HPNLU, Shimla – Member.
- d. Principal, Police Training College – Member.



- e. Director, State Forensic Laboratory – Member.

Note –

- I. One of the Members appointed as Member under Clause (c) above shall be designated as the Convener-cum-Secretary of the PoLIF.
- II. PoLIF shall function and take decisions on the principle of consensus. If there is absence of consensus on any issue(s) amongst the members, the decision taken by the Chairperson in consultation with the Vice-Chancellor, HPNLU, Shimla and the DGP shall be final and binding.

ii. Powers, Functions, and Responsibilities

- a. The PoLIF shall be responsible for conceptualising and Planning the activities of PoLIF to fulfill the objectives of the MoU.
- b. PoLIF shall be responsible for executing the planned activities as per the terms of this MoU and any other activity agreed between the Parties.
- c. The PoLIF shall be responsible for timely finalization and approval of the budget estimates.
- d. PoLIF shall be responsible for finalizing and publishing Annual Report of PoLIF Activities.
- e. PoLIF shall be responsible for forwarding, concrete suggestions and measures for reforms (including administrative and legislative) to the Government of State of Himachal Pradesh.
- f. PoLIF shall be responsible for ensuring compliance of ethics in RT&D activities.
- g. PoLIF shall be vested with any other power and responsibility as may be necessary and expedient for pursuing the objectives of this MoU.

7. Finances & Financial Contribution

The financial obligation shall be borne as per the following terms –

- a. The entire Financial Expenses based on the Budget Estimate for the Activities under this MoU, as approved by the PoLIF, in a Financial Year, shall be borne by the HP Police; and in particular:



- b. The Internship shall not be based on any remuneration but where the student has to travel, the costs in the nature of Travel and Daily Allowance (TA & DA) shall be borne by the HP Police as per the Budget Estimates.
- c. Expenses for the Activities, including food, venue, travel of experts as set out in Part – 5 of this MoU shall be borne by the HP Police.
- d. For the purpose of Deliverables, set out in Clause 8, any expenses on the designing of the report shall be borne by the HP Police.
- e. The HP Police shall sanction and release 80% of the Budget Estimate in favour of HPNLU, Shimla within the first quarter of the financial year.
- f. At the end of the Financial Year, a Utilisation Certificate shall be issued by the Accounts Department of HPNLU, Shimla.
- g. Where the venue for any Activity chosen is the University, no cost shall be payable by the HP Police to HPNLU, Shimla.
- h. The HPNLU, Shimla shall maintain appropriate office with the necessary logistics, equipment; and secretarial staff (on needs basis) to facilitate and carry effectively the objectives of this MoU.

8. Deliverables

The Parties shall ensure the following deliverables –

- a. Each student attached to the Investigation Officer/ Police Officer, as the case maybe, shall review 3 cases after such attachment of NLU students.
- b. Each student attached to the Investigation Officer/ Police Officer, as the case maybe, shall produce an analysis report of crime scene, after attachment with an Investigation Officer / Police Officer.
- c. **Development & Distribution of Training Material for State Police Department and Personnel.**



9. Intellectual Property Rights

Intellectual Property Right in any deliverable produced or any material developed as a consequence of this MoU shall be held jointly by the Parties.

10. Duration

This MoU shall remain in force up to **Three Years (03 yrs.)** from the date of coming into force.

11. Removal of Difficulties

The PoLIF shall have the power to remove difficulties after deliberation on any part of this MoU.

12. Jurisdiction

Any dispute arising from this MoU shall be exclusively subject to the jurisdiction of appropriate judicial forum at Shimla.



IN WITNESS WHEREOF, the Parties hereto have executed this MoU as on the date first above written.

Witness –

1.	3.
2.	4.

HPNLU, Shimla

Registrar

HPNLU, Shimla

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