

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the National Law School of India University, Bangalore (hereinafter referred to as the NLSU), the National Academy of Legal Studies And Research University, Hyderabad (hereinafter referred to as NALSAR), the National Law Institute University, Bhopal (hereinafter referred to as NLIU), the National University of Juridical Sciences, Kolkata (hereinafter referred to as NUJS), the National Law University, Jodhpur (hereinafter referred to as NLU), the Hidayatullah National Law University, Raipur (hereinafter referred to as HNLU) and the Gujarat National Law University, Gandhi Nagar (hereinafter referred to as GNLU) have been incorporated by the State Legislatures of Karnataka, Andhra Pradesh, Madhya Pradesh, West Bengal, Rajasthan, Chhattisgarh and Gujarat respectively;

AND WHEREAS, the aforesaid universities, which have been established for the purpose of teaching, extension, research, and for grant of Degrees and other awards in the discipline of Law, are commonly referred to as the National Law Universities;

AND FURTHER WHEREAS, the National Law Universities admit students to Five Year Integrated law programmes leading to the award of Bachelor's Degree in Law on the basis of All India entrance tests conducted by each university, thereby requiring candidates seeking admission in them to appear in multiple entrance tests;

AND WHEREAS, more National Law Universities are likely to be established, which may lead to unavoidable overlap of dates of entrance tests and also require candidates to purchase several admission forms and other documents;

\*National Law University, Jodhpur will be governed by the MoU subject to grant of recognition under Section 12 (b) of the UGC.

A. Tarnowski

for NLU

for HNLU

for GNLU

for NLSU



And Whereas, the aforesaid seven National Law Universities, with the approval of the appropriate authority competent to so decide under the provisions of the respective Act of Legislature under which each university has been incorporated, have decided to enter in to a Memorandum of Understanding for conducting a common entrance test for admission to the Five Year Integrated law Degree programme being conducted by each university, and for matters allied thereto.

NOW THEREFORE, this Memorandum of Understanding (hereinafter referred to as MOU) between the aforesaid seven National Law Universities, hereinafter referred to as the participating universities, represented by their Vice Chancellors (or Directors as the case may be), whose signatures are appended hereunder, do hereby solemnly agree to the following actions in order to support and achieve the objective of conducting a common law entrance test :-

- 1) The common law entrance test shall be known as the "Common Law Admission Test" (CLAT), for admission to the participating universities in their Five Year Integrated programmes of study in law, known variously as B.A.;LL.B. (Hons.), B.Sc.; LL.B. (Hons.), B.Com.;LL.B (Hons.) or any other nomenclature recognized by the Bar Council of India and the University Grants Commission (UGC) as being equivalent to a Bachelors degree in law.
- 2) The CLAT shall be conducted every year by rotation by each of the seven National Law Universities beginning with the oldest among them.
- 3) CLAT 2008 which would be the test for the first year under this MOU shall be conducted by the NLSU; and in the second year by the NALSAR, in the third year by the NLIU, in the fourth year by the NUJS, in the fifth year by the NLU, in the sixth year by the HNLU and in the seventh year by the GNLU, and so on.

\*\*If for any reason NLSU, Bangalore is unable to hold the test for 2008, then NALSAR, Hyderabad will hold it.

92

A. V. ...

...

...

2 ... for HNLU

...



- 4) The University conducting the CLAT in any year shall be known as the Organizing University for that year.
- 5) There shall be a committee, to be known as the Core Committee for CLAT (CC\_CLAT), for the purpose of deciding and prescribing all policies in respect of the CLAT. The CC\_CLAT shall also monitor, at such intervals as may be decided by it, the implementation of its decisions. The functions of the CC\_CLAT shall, without prejudice to any other matter(s) that the Committee may decide to include in its functions, the following:
- a. Distribution of Income and Expenditure (including transfer of funds) incurred in conducting the CLAT for the year;
  - b. Decide the date of the CLAT;
  - c. Format of the CLAT;
  - d. Approve the syllabus for CLAT;
  - e. Prescribe the qualifying marks (score) for the different categories of candidates such as the Scheduled Castes, the Scheduled Tribes, the Other Socially and Educationally Backward Classes (OBCs), Candidates with disabilities, and others;
  - f. Demarcate geographical boundaries among the participating universities for the purpose of logistics and other arrangements of CLAT;
  - g. Approving the quantum of honoraria to be paid for various CLAT related activities;
  - h. Prepare a Report on behalf of the outgoing Convener for the incoming Convener;
  - i. Prescribe statistical reports on the various aspects of CLAT;
  - j. Oversee the functioning of the committee;

*[Signature]*

A. J. ...

*[Signature]*  
Prakash

*[Signature]*

3 *[Signature]*  
for HNW

*[Signature]*  
324

10



- 6) The Vice Chancellors of the seven participating National Law Universities shall constitute the membership of the CC\_CLAT; and, the Vice Chancellor of the Organizing University shall be its Convener and shall chair its meetings. More than half the membership of Vice Chancellors, present personally, shall constitute the quorum for the meetings of the Committee. The CC-CLAT shall be competent to invite not more than two persons to each meeting of the Committee, who in its opinion may make useful contribution to the transaction of its business. Provided that, the invited persons shall not have the power to vote on any decision or resolution of the Committee.
- 7) The CC\_CLAT shall meet as many times as may be required at the venue(s) as may be decided by the Convener, and shall prescribe the rules of business, procedure and manner of conducting its own meetings, other than the quorum referred to in the clause above.
- 8) There shall be a committee to implement the decisions of the CC\_CLAT, which shall be known as the Implementation Committee for CLAT (IC\_CLAT).
- 9) The Convener of CC\_CLAT in any year shall be the Chairperson of IC\_CLAT for that year, and a nominee each of the seven Vice Chancellors shall be its members. In addition, the Chairperson may nominate one person from the Organizing University to serve as a convener, who shall however not be a member of the IC-CLAT.
- 10) The IC\_CLAT shall be competent to decide on prescribing the rules of conduct of its business and procedures for its meetings. The IC-CLAT shall meet as often as may be required to implement all aspects of conducting the CLAT.
- 11) Without prejudice to the powers of the CC\_CLAT to assign to the Implementation Committee any function in respect of the

A. Jagannathan

Prakash

O.O. Ojha

for HNW

33

CLAT, the IC\_CLAT shall be responsible for the following functions:

- a. Preparing the agenda for the meetings of the CC\_CLAT;
- b. Taking all steps in regard to the non-confidential operations, namely:
  - i. Advertisements in regard to the CLAT in the print media and through press releases
  - ii. Designing, printing and publishing information brochure
  - iii. Selection of vendors for printing and scanning of applications
  - iv. Preparing agreements with banks for the sale of application forms and other documents
  - v. Fixing test centres in accordance with capacity and demand
  - vi. Liaison with participating institutions and other institutions in respect of geographical distribution of logistics related work
  - vii. Elimination of duplicate applications, if any
  - viii. Allotment of Registration Numbers and printing of Admit Cards
  - ix. Preparing guidelines and instructions to be observed by candidates at the test centres
  - x. Preparing guidelines and instructions for representatives, presiding officers and invigilators
  - xi. Declaration of results of CLAT
  - xii. Preparing brochures for counselling, admission forms, option forms, health certificates
  - xiii. Offers of admission and counselling (if required)
  - xiv. Forwarding of all relevant documents to the academic office of each participating institution

A. Ta Ta b - ind

Prakash

0.07914

5 Long  
for HNW

12







- xii. Evaluation once or double as the case may be
- xiii. Tabulation of results and preparation of merit list in coded form

xiv. Chairperson hands over keys and solutions/answers

- 12) The pricing of the brochure/application form for CLAT shall be as may be decided by the CC\_CLAT each year, taking in to consideration the fact that in any given year six of the participating universities shall be foregoing revenues accruing to them on the sale of the respective application form. Further, at present every candidate has to buy more than one application form for admission to the programmes of study in the participating universities and therefore the CLAT would result in saving on purchase of multiple application forms. In the first year, the application form for CLAT 2008, shall be priced at Rs. 2000 (two thousand only). The proceeds(revenues) from the sale of application forms and brochures shall be shared in the following manner:
- a. 50% of the proceeds shall be retained by the Organizing University for meeting the expenditure on conducting CLAT
  - b. the remaining 50% of the proceeds shall be divided equally among the participating universities.
- 13) Each participating university shall be entitled to an equal share from out of revenue accruing on account of the release of CLAT score to institutions and universities other than the participating universities. For CLAT 2008, a fee of Rs. 1000 (One thousand only) shall be levied. The CC\_CLAT shall be competent to revise the fee for release of score-card from time to time.
- 14) National Law Universities, other than the participating universities, may be invited by the CC\_CLAT to avail the score cards of CLAT or to assist in the logistics and management of

A. T. V. V. V. V. V.

Prinas

O. O. O. O. O.

7

for HNW

38

test centres on such terms and conditions as may be mutually decided between each such National Law University and the CC\_CLAT. Convener, CC\_CLAT shall be empowered to negotiate on behalf of the participating universities with such other National Law Universities.

This Memorandum of Understanding has been entered into this on this 23<sup>rd</sup> November of 2007 by each of the participating universities acting through their Vice Chancellors (Directors) whose signatures Are affixed below.

A. Venkatesh  
1. (For and On Behalf of the NLSIU)

2. (For and On Behalf of the NALSA)

3. (For and On Behalf of the NLIU)

4. (For and On Behalf of the NUJS)

5. (For and On Behalf of the NLU)

6. (For and On Behalf of the HNLU)

7. (For and On Behalf of the GNLU)

In witness thereof:

(For and On Behalf of the University Grants Commission)

(For and On Behalf of the Ministry of H.R.D. Govt. of India)

(For and On Behalf of the Bar Council of India)