



MANIPAL

ACADEMY of HIGHER EDUCATION

(Institution of Eminence Deemed to be University)

Ref: MAHE/CDS/PHD/MOU/2022
December 26, 2022

Brig Jai Singh Yadav
Senior Instructor, PROMEX
Officer In-charge University Cell
CLAWS, Delhi Cantt

Dear Sir,

Please find enclosed the Memorandum of Understanding entered between Manipal Academy of Higher Education (MAHE) and Centre for Land Warfare Studies (CLAWS), Delhi, duly signed, from MAHE.

Please initiate the renewal process of MoU atleast four months before the date of expiry by emailing the intention to continue the MoU to CDS.

Kindly acknowledge the receipt.

Regards,

Dr. Vasudha Devi
Deputy Director
Centre for Doctoral Studies



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 06th day of December, 2022.

Between

Manipal Academy of Higher Education (formerly known as Manipal University), a Deemed University set up vide **notification number F.9-8/89-U.3 dated 01 June, 1993 issued by the Ministry of Human Resource Development, Government of India** represented by its Registrar and having their Registered Office at "manipal.edu" Building, Madhav Nagar Manipal- 576104, Karnataka, herein after referred to as "MAHE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns as party of the FIRST PART.

And

Centre for Land Warfare Studies (CLAWS), represented by Director General CLAWS, Registrar of Society, New Delhi, **Registration No S-54210 of 2005 dated 18 Nov 2005, having its Office at RPSO Complex, Army Parade Road, Delhi Cantt - 110010**, herein after referred to as "CLAWS" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns as party of the SECOND PART.

WHEREAS,

MAHE provides education, healthcare and conducts research in the field of Medicine, Pharmacy, Dentistry, Allied Health, Engineering, Information Sciences, Nursing, Media & Communication, Management, Life Sciences, Hotel Management, Regenerative Medicine etc.

AND WHEREAS,

A. At **CLAWS**, the primary mandate is to conduct research in all areas of **Global and Regional Security, National Security, Military Strategy & Doctrine, Military Technology & Defence Acquisition, Economy and Security Studies** under the ambit of **International Relations, Geopolitics and Geostrategy**.



B. Faculty of Humanities, Liberal Arts & Social Sciences is a recognised center of **MAHE** for conducting the research in all areas of **International Relations, Geopolitics and Geostrategy**.

C. The PhD research scholars of **MAHE** with Master's degree in the subject drawn from Humanities, Liberal Arts & Social Sciences can conduct their research at **CLAWS**. **MAHE** will award PhD degree to the successful candidates in accordance with the procedures set out in this memorandum of understanding.

For and in consideration of the mutual promises and covenants contained herein after, the sufficiency and adequacy are hereby acknowledged by both the Parties, intending to be legally bound, **MAHE** and **CLAWS** agree as follows:

- 1) The students applying for PhD have to forward their application to **MAHE** through the **CLAWS Research Centre**.
- 2) **MAHE** will admit the students for PhD as per policy and collect the prescribed fee as per MAHE fee structure from **CLAWS**.
- 3) The PhD degree certificate to be issued by **MAHE** shall not indicate the subject or specialty. The title of the thesis shall be indicated in such certificate.
- 4) The research supervisor/s for the students admitted to the PhD program will be the PhD guides approved by **MAHE**, identified by the **Director General, CLAWS** and intimated to **MAHE** when the candidates register for the degree.
- 5) The PhD guides of **CLAWS** will be appointed as **Adjunct Faculties of MAHE**.
- 6) The PhD candidates registered with **MAHE** through **CLAWS** have to make a presentation of the PhD protocol at **CLAWS** with online representation of **MAHE**. Exceptional cases arising out of unavoidable operational circumstances could be considered for candidate's online presentation if approved by **Director General, CLAWS** under intimation to **MAHE**.
- 7) Approved guides of **MAHE** shall have;
 - a) Not more than **eight (8)** PhD candidates under his/her guideship at any given time (including candidates registered in other Universities) for the purpose of guidance of their thesis as a Chief Supervisor and;
 - b) Not more than two students per academic year.



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- 8) After completion of the minimum prescribed term, **CLAWS** will submit a list of examiners, if requested by **MAHE** for evaluation of the thesis. However, **MAHE** may send the thesis to any examiner whom **MAHE** feels appropriate as per the situation and expertise. This is followed by the submission of the Synopsis and the Thesis, thereafter. The Registrar - Evaluation of **MAHE** shall in all confidentiality deal with all these matters as follows and will thereon award the PhD degree.
- 9) When a PhD thesis is forwarded to **MAHE**, **MAHE** will process the thesis after submission (dispatch to examiners, correspondence with reference to the reports and arranging viva-voce) as expeditiously as possible.
- 10) The presentation (Defence) of the thesis has to be made either at **MAHE** or at **CLAWS** where a representative of **MAHE** has to be present whose TA/DA must be borne by the **CLAWS**. The travel cost and remuneration payable to examiners will have to be met by the **CLAWS** as per the prescribed norms by **MAHE**.
- 11) **CLAWS** will not request any grant from the **MAHE** for conducting and administering the PhD research. Accordingly, **MAHE** will not require **CLAWS** to contribute financially except for the purpose that have been specifically been referred herein above.
- 12) **MAHE** and/or its affiliates and/or its associates/partners shall hold all the Confidential Information and/or portion thereof in strict confidence, as a trustee thereof, without disclosing the same to any unauthorized persons or entity or third party(ies), whatsoever and howsoever, save and except as provided under this MoU.
- 13) This **MAHE-CLAWS PhD Programme** is devised to cater for **Indian Army Officers** and such PhD candidates will present non-confidential work clearable by the Indian Army. The suggestion, ideas, modifications, correction and criticisms for the proper project/ thesis proposal will be provided by the **MAHE Protocol Approval Committee** and **CLAWS** when the PhD candidates of **CLAWS** present their research work.
- 14) **CLAWS** and **MAHE** will keep a record of PhD protocol, course works, progress reports, synopsis, and thesis copies of PhD candidates.
- 15) If presentations in conferences, workshops, symposia or publications include the work or part of the work of candidates' thesis, the candidates' co guide/experts should be duly acknowledged as co-authors and affiliation of the PhD candidate should read **PhD Research Scholar, Manipal Academy of Higher Education**.



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16) **MAHE** will not claim any part of the **IPR** resulting from this collaboration if the invention originates from the work done at **CLAWS**.

17) Both parties will use their best efforts to settle all matters of dispute amicably. All disputes and differences of any kind related to the study, which cannot be solved amicably by the parties, shall be referred to Arbitration. The arbitration proceedings are carried out in accordance to laws encompassed under the Arbitration and Conciliation Act 1996.

18) **CLAWS** acknowledges and agrees that any of the laws and rules laid down by **MAHE**, State Government, Central Government, UGC and appropriate regulatory authorities will be strictly adhered to and its change that may occur time to time in future are followed.

19) The terms of this **MoU** shall be interpreted as per the laws of India and this MoU shall be subject to the jurisdiction of the courts at Udupi only.

20) This **MoU** may be terminated by either party on **giving at least 3 months prior notice to the other** at the addresses mentioned above. Such termination when coming into effect **shall not** in any circumstances, adversely impact PhD research work of already registered candidates.

21) This MoU shall be valid for a period of three years from the date first mentioned above and may be further renewed on such terms as the parties may mutually agree.

Signed for and on behalf of
Manipal Academy of Higher
Education (MAHE)

Signed for and on behalf of
Centre for Land Warfare Studies
(CLAWS)

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REGISTRAR
MANIPAL ACADEMY OF HIGHER EDUCATION
MANIPAL
Registrar

Date: December 2022

[Signature]
Lt Gen (Dr) Ranbir Singh, PVSM,
AVSM**, YSM, SM (Retd)
Director General, CLAWS

Date: 06 December 2022

