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TRIPURA TIMES AND HONBLE MR JUSTICE ARINDAM LODH

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TRIPURA TIMES AND HONBLE MR JUSTICE ARINDAM LODH

NATIONAL LAW UNIVERSITY TRIPURA

TRIPURA TIMES AND HONBLE MR JUSTICE ARINDAM LODH

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(Two Hundred only)







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THIS MEMORANDUM OF UNDERSTANDING ("MoU")

is made this the 5th day of February, 2025

BETWEEN

Tripura Times & Hon'ble Mr. Justice Arindam Lodh jointly, [care of Justice Arindam Lodh, Tripura Times Office building at 40, Akhaura Road, Agartala, Tripura Pin: 799001], hereinafter jointly referred to as the "DONOR", which expression shall, unless repugnant to the context, mean and include his/her heirs, legal representatives, administrators, successors, and permitted assigns;

AND

National Law University Tripura (a University established by the National Law University Tripura Act 2022) [Narsingarh, Agartala, Tripura-799015], hereinafter referred to as "NLU Tripura" or the "University"or the "DONEE", which expression shall, unless repugnant to the context, mean and include its administrators, successors, and permitted assigns.

The **Donor** and **NLU Tripura** shall hereinafter collectively be referred to as "**Parties**" and individually as "**Party**."

PURPOSE:

The purpose of this "MoU" is to create an endowment, funded by the Donor, to establish an "Apanshu Mohan Lodh Memorial Public Lecture" to be organized annually at NLU Tripura. This public lecture series aims to promote academic excellence, discourse on contemporary legal and societal issues and honour the memory of Late Shri Apanshu Mohan Lodh.

Late Shri Apanshu Mohan Lodh was a brilliant legal luminary and a designated Sr. Advocate whose legal career spannedclose to six decades.

de was the founder editor of Tripura Times, the premier English

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spaper in Tripura which was started in 1960. Shri Lodh contributed immensely to the upliftment of the tragic plight of innumerable refugees from East Pakistan during the liberation war of Bangladesh. Shri Apanshu Mohan Lodh was one of the architects in establishment of permanent Bench of Gauhati High Court at Agartala in the early 1990s and subsequent formation of High Court of Tripura in 2013. He led the Bar in Tripura on innumerable occasions as President or Secretary. Shri Lodh made his mark as a distinguished philanthropist and his contribution for different social causes remain vibrant reminder of his legacy which this Endowment endeavours to perpetuate.

TERMS AND CONDITIONS:

Endowment Fund

0 5 FEB 20251. 1.1 The Donor shall contribute an amount of ₹ [Eight Lakhs Only] (₹ [8,00,000/-]) as SEED MONEY to create an endowment fund (the "EndowmentFund") for the organization of the "Apanshu Mohan Lodh Memorial Public Lecture."

- 1.2 The Endowment Fund shall be deposited into a separate account under the management of NLU Tripura and shall be dedicated exclusively to organizing the annual lecture.
- 1.3 The principal amount of the Endowment Fund shall remain intact, and only the interest or income generated from the fund shall be used to cover expenses related to the public lecture. Any surplus, if any shall be added to SEED MONEY.
- 1.4 The DONOR may add additional money to the Endowment Fund for the purposes mutually agreed between the DONOR and the DONEE.
- 1.5 No amount can be used for purposes that are prohibited under any law or which will adversely affect the purpose for which the

OWMENT FUND has been created.



Organization of the Memorial Lecture

- **2.1** NLU Tripura shall be responsible for organizing the annual **Apanshu Mohan Lodh Memorial Public Lecture**, hereinafter referred to as the "**Memorial Lecture**", and ensuring its effective administration and management.
- 2.2 The Lecture shall be scheduled annually, preferably on 31st January (death anniversary of *Shri Apanshu Mohan Lodh*) or on 6th March (birth anniversary of *Shri Apanshu Mohan Lodh*) as mutually agreed upon by the Parties, with topics aligned with law, access to justice, administration of justice, governance, institutions of governance and issues concerning women, children, Specially abled, tribal and marginalized and their interface with law in honour of Late Shri Apanshu Mohan Lodh's contributions and values.
 - 2.3 The University shall in consultation with Donor select a distinguished speaker, preferably with expertise in law, more particularly concerning issues of access to justice, administration of justice, governance, institutions of governance and issues concerning women, children, Specially abled, tribal and marginalized and their interface with law to deliver the Lecture. The Donor shall be informed about the selected speaker and the topic in advance of the event. The name of the speaker shall be finalized after consultation with the Donor. Donor may also suggest distinguished speaker who may be invited for this lecture. In the event of any disagreement regarding the choice of topic and/or Speaker, the opinion/ suggestion/ choice of Donor shall prevail.
 - **2.4** The expenses for holding the first "Apanshu Mohan Lodh Memorial Public Lecture" at National Law University Tripura shall be done by the DONOR separately.

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Utilization of Funds

- **3.1** The income generated from the Endowment Fund shall be used exclusively for expenses related to the Lecture which shall include honorarium for speaker, his/her travel, accommodation and food. However, the expenses in connection with the post event High Tea for VVIPs and VIP guests, as the case may be, shall be borne by the University. Any other logistical expenses such as sound system, photography/ videography will be borne by the University.
- 3.2. University shall ensure that expenses of Memorial Lecture are meted out from the interest generated from the Endowment fund every year. In case of any excess expenditure, University shall seek sponsorship so that SEED MONEY remains intact and Memorial Lecture continues without any problem.
 - **3.3** Any surplus income generated in a given year shall be retained in the Endowment Fund and used to cover future expenses associated with the Lecture.

4. Recognition and Publicity

- **4.1** NLU Tripura shall ensure appropriate recognition of the Donor and honor the memory of Late Shri Apanshu Mohan Lodh in all materials and publications related to the Lecture, including invitations, press releases, and University website posting including creation of a separate tab in the official website of the University highlighting the memorial lecture.
- **4.2** The University agrees to prominently feature the name "Apanshu Mohan Lodh Memorial Public Lecture" on all associated branding and marketing materials.

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Reporting and Accountability

- **5.1** NLU Tripura shall maintain accurate and transparent records of the funds received and utilized, including an annual statement of the Endowment Fund's income and expenditures.
- **5.2** The University shall provide the Donor with an annual report detailing the use of the funds, the status of the Endowment Fund, and feedback on the Lecture's impact.

6. **Duration and Continuity**

- **6.1** This "MoU" shall remain in effect in perpetuity unless mutually terminated by the Parties in writing.
- 6.2 In the event that NLU Tripura is unable to continue organizing the 2025 Lecture or for any other reason which in the opinion of the Donor frustrates the objective and purpose of this endowment, the Endowment Fund along with any accumulated interest, shall be transferred back to the donor by the University without undue delay.

7. Modification and Termination

- **7.1** Any modification to this "MoU" shall be made in writing and mutually agreed upon by both Parties.
- **7.2** Either Party may terminate this "MoU" by providing six months' written notice.

8. <u>Dispute Resolution</u>

- **8.1** Any disputes arising under this "MoU" shall be resolved through mutual discussion and negotiation in good faith as far as practicable.
- **8.2** If a resolution cannot be reached through negotiation, the decision of the Donor shall be final.

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Governing Law

This "MoU" shall be governed by and construed in accordance with the laws of India.

10. Record

This MEMORANMOUM OF UNDERSTANDING shall form part of the records of the National Law University of Tripura, Agartala and shall be referred to and relied upon as a guide to those who shall administer the Fund in future.

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

> vishikta Lodh (Ms. Avishikta Lodh)

(for Tripura Times)

0 5 FEB 2025

2. (Hon'ble Mr. Justice Arindam Lodh) (for Tripura Times)

For and on behalf of the Donor

Prof. (Dr.) Yogesh Pratap Singh Vice-Chancellor, National Law University, Tripura.

(Prof.(Dr.) Yogesh Pratap Singh)

Vice-Chancellor

For and on behalf of National Law University Tripura

Witnesses:

1. Nikar Kanti Dm

2. Dahler Debboreng

3. Puspita Sinha

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