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: MEMORANDUM OF UNDERSTANDING

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: SRI AUROBINDO SOCIETY

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#### MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL SANSKRIT UNIVERSITY

AND

SRI AUROBINDO SOCIETY

Prof. Ranjit Kumar Barman

Registrar (I/c) **Central Sanskrit University** 

Statutory Alert 56-57, Institutional Area,
1. The author Janakpuri, New Delhis 410058

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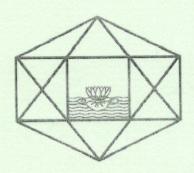
# MEMORANDUM OF UNDERSTANDING BETWEEN



### CENTRAL SANSKRIT UNIVERSITY

56-57, INSTITUTIONAL AREA, JANAKPURI, NEW DELHI-110058

## AND



# SRI AUROBINDO SOCIETY, PUDUCHERRY

THIS MEMORANDUM OF UNDERSTANDING made and executed at Puducherry on day of 19<sup>th</sup> October 2022, BY AND BETWEEN:

MoU between CSU, New Delhi and SAS, Puducherry

Prof. Ranjit Kumar Barman Registrar (I/c)

**Central Sanskrit University** 

56-57, Institutional Area,



CENTRAL SANSKRIT UNIVERSITY (formerly Rashtriya Sanskrit Sansthan) established by an act of Parliament, is a Premier University for promoting Sanskrit studies in India and abroad, hereinafter referred to as, "THE FIRST PARTY/CSU", which expression, shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its past, present and future officers, executors, successors, administrators and assigns, of the FIRST PART.

#### AND

SRI AUROBINDO SOCIETY, registered as a society at Kolkata under the Societies Registration Act, XXI of 1860 (now West Bengal Act XXVI of 1961) and has its main administrative office at Society House, No.11, St. Martin Street, Puducherry-605001, hereinafter referred to as, "THE SECOND PARTY/SAS", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its past, present and future officers, executors, successors, administrators and assigns of the SECOND PART.

Central Sanskrit University and Sri Aurobindo Society may hereinafter be singly referred to as "party" and jointly referred to as "parties" or "institutions."

#### 2. Preamble

Central Sanskrit University (CSU) is established by an Act of Parliament and its objects include for the development and promotion of Sanskrit all over the country. It functions as an apex body for propagation and development of Sanskrit and assists the Ministry of Education in formulating and implementing various plans and schemes for the development of Sanskrit studies, language and education in all its aspects. Its activities encompasses to establish campuses in different states, teaching of Sanskrit on traditional lines at secondary, under-graduate, graduate, postgraduate and doctorate level, assisting Adarsha Sanskrit Mahavidyalayas/ Shodha Sansthanas, Conduct Teacher's Training Programs, co-ordination of research works in various disciplines of Sanskrit learning, implementation of the Schemes of the Ministry of Education for promotion of Sanskrit, publication of rare manuscripts and research works and conducting correspondence Courses/Educations through Distance mode.

Sri Aurobindo Society (SAS) is an international not-for-profit NGO working for individual perfection, social transformation and human unity, based on a spiritual foundation. It invites participation from all who want to work together for a better tomorrow, with no distinction of nationality, religion, caste or gender. SAS is a recognized research institution and institution of importance throughout India. SAS partners and collaborates with national and international research institutions and the work has been greatly appreciated and recognized by experts, several committees and agencies. Its activities encompass research and studies in various areas coming within the purview of Social Sciences, including Indian culture, arts, education, health, rural and urban development, sustainable development, management, science and technology, agriculture, literature, history, and yogic psychology.

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K. K. Roamman Prof. Ranjit Kumar Barman Registrar (I/c)

Central Sanskrit University

56-57, Institutional Area,



3. Collaboration

CSU and SAS have expressed the desire to utilize their respective institutional strengths and expertise in furtherance of their mandates in diverse areas. Both parties see a great convergence in their respective objectives and working and are desirous of collaborating in areas jointly identified by them, including conceptual as well as action research, teaching, education, dissemination and training, in evolving and developing new models of social change, assessment, impact analysis and study, in various fields of leadership, management, culture, social and sustainable development through proper blend of art, culture and heritage with the underlying foundation of values and integrity.

This MoU is intended to express the broad understanding of the Parties and to provide a framework for working together on a specific opportunity as detailed herein subject to entering a definitive agreement. The MoU describes the scope of collaboration, the terms and conditions, intellectual property rights, responsibilities and obligations of CSU and SAS.

#### **Definitions:**

(The words defined will mean the same throughout the MoU unless and otherwise specified)

1. Appropriate Authority: Appropriate Authority refers to the approving or sanctioning body of the institutions concerning this MoU.

2. Mutual consent: Mutual consent refers to consent of both the parties to the MoU, duly approved by the Appropriate Authority.

The broad areas and fields for joint collaboration are listed below:

Research in Sanskrit and associated knowledge system with special emphasis on the promotion of interaction between modern and traditional scholars for mutual enrichment.

Jointly partnering and collaborating in projects and programmes taken up in ii. association with the Central Government, State Governments, National and International Organizations.

Conservation, preservation and restoration of manuscripts & rare books iii.

Preparation of resource materials for various courses with special emphasis iv. on Indian culture and values.

Documentation and Preservation of Shastric Tradition and Interpretation of V. the Shastras in the modern context.

Intensive training in modern as well as Shastraic lore for teachers and to vi. achieve excellence in academics and research.

Publish literature and develop print and non-print materials in and about vii. Sanskrit including original texts, commentaries and translations

Organise Shastra Parishads, seminars conferences and workshops, recognise viii. degrees, diplomas and certificates of other educational bodies and

Cooperate with any other association, society or institution having wholly or ix. partly similar objectives as those of the University and

Undertake all such activities incidental, necessary or conducive to the attainment of all or any of the objectives of both the institutions.

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Karman 1 Ranjit Kumar Barman Registrar (I/c)

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xi. Taking up any activity which leads/contributes to individual and social development and change.

#### Project-based collaboration

Based on this MoU, Sri Aurobindo Society, Union Territory of Puducherry and Central Sanskrit University (including all its campuses) from time to time may discuss and draw up theme-based collaboration in projects with a detailed implementable action plan, specified outputs, roles and responsibilities etc. However, such specific programs would require an exchange of separate letters between the parties duly signed by the Authorized Signatories of the parties and shall be duly approved by the appropriate authorities of the two institutions. Each project undertaken pursuant to the said MOU shall only be undertaken by way of a separate Agreement to be entered into after due negotiations between both the parties including the financial liabilities.

#### 5. Relationship between parties

Neither CSU and SAS is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representatives made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee of franchisee of the other and nor does this MoU create a joint venture or any similar relationship between them unless specifically agreed upon and approved.

#### 6. Areas of Collaboration

The main objective of this MoU is to collaborate in various ways, in line with their respective mandates, and thus contribute towards research, publication, programme, networking and outreach activity in the areas of art, culture and heritage. Broad areas and fields for joint collaboration shall be decided from time to time based on mutual interest and expertise.

#### 7. Responsibilities/Deliverables/Timelines

CSU and SAS shall endeavor to admit and encourage research, publication and multiple programme activities, to facilitate and encourage the exchange between their respective areas and to collaborate with each other in propagating a better knowledge of the culture and ways of life with applicable regulations and subject to conditions to be agreed upon by both CSU and SAS.

#### 8. Financing and joint activities

Efforts shall be made by the Parties to explore the possibilities of obtaining grants from State/Central Government agencies and contributions from corporates, trusts and foundations. However, it is understood that it would be on a non-commercial basis. CSU/SAS may develop projects on a joint collaboration basis in the areas of Sanskrit& Associated knowledge system. Both parties shall enjoy joint ownership of the collaborative work. If there are any financial implications for the above projects, both Central Sanskrit University and Sri Aurobindo Society will discuss the details before starting the project. In future, if both the parties agree to commercialize a particular product, the revenue would be shared equally between the parties hereto i.e. in 50:50 Ratio.

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Central Sanskrit University

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9. Copyright

Copyright of the materials pertaining to the respective institutions will lie with them. In case of joint projects, programs and publications, copy right will lie with both the institutions, i.e. CSU and SAS. All mutual transfers, required if any in future, will be discussed and finalized after mutual discussion and proper documentation. CSU and SAS would retain its joint copyright on the content developed by it with the sole exception that CSU and SAS can take forward its non-profit objectives, including (its) free access through its digital and other platforms.

10. Coordination/Monitoring of Implementation

A monitoring committee shall be formed by and CSU and SAS with two members of each party for planning, coordination and implementation of the various aspects of this MoU. The monitoring committee will also review the progress of the work periodically and identify new areas that will be beneficial to both parties. The monitoring committee can form sub-committees for a greater focus on certain projects or activities. Dr. Kishor Kumar Tripathy (Member Secretary) and Charu Tripathy (Associate Director) shall be the co-coordinators from Auro Bharati, Sri Aurobindo Society and Dr. Madhukeshwar Bhat shall be the coordinators from Central Sanskrit University for coordination.

#### 11. Amendments

The MoU may be amended by mutual consent through exchange of correspondences between the two parties. Any changes, modifications, revisions or amendments to this MoU, which are mutually agreed upon by and between the Parties to this MoU, shall be incorporated by a written instrument, and become effective when executed and signed by both the Parties to the MoU.

12. Validity period of the MoU

The Memorandum of Understanding will come into effect on the date of signature and will remain in force for a period of a 05 years until either side delivers a written notification to the other of its intention to terminate the MoU, in which case it will terminate three months after the receipt of such a notification, on terms mutually agreed upon.

13. Termination

Either Party may terminate the MoU by giving a notice of three months (90 days) in writing. Either party may terminate this MoU if either of the Parties is not satisfied with the arrangement for reason beyond their control for going ahead with the implementation of the provision of this MoU and such reasons beyond control continue for a period of six months.

Their shall be no liability on the part of any Party to the other arising from the termination of this MoU provided that in case of this agreement coming to an end by an earlier termination as aforesaid, the ongoing projects shall be completed as per the plan agreed by CSU and SAS and both Parties shall fulfil their respective obligations as part of this agreement.

This MoU is not binding on either of the Parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the Parties and to provide a framework for working together on a specific opportunity as detailed herein subject to entering a definitive agreement.

MoU between CSU, New Delhi and SAS, Puducherry

Prof. Ranjit Kumar Barman
Registrar (Vc)

Central Sanskrit University

56-57, Institutional Area, Janakouri, New Delhi - 110058 COBINDO SOCIAL DE LA COMPANION DE LA COMPANION

Neither of the parties shall at any time disclose to a third party any confidential information of the other party, which is acquired pursuant to this MoU without prior written consent of the other party.

#### Force Majeure

Neither Party hereto shall be responsible for delays or failures in performance resulting from acts beyond reasonable control and without its fault or negligence.

#### Arbitration

Any dispute that may arise between the parties as regards the rights, obligations and liabilities of the parties amongst each other and/or regarding the interpretation of any of the clauses of the present MoU shall be referred to Arbitration of a Sole Arbitrator to be appointed by the parties hereto. The place of such an Arbitration shall be at Delhi and the proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended upto date or any other Act and/or Law in force at the relevant time.

Now, thereof, the parties have hereunto set and subscribed their respective hands and seals to this Memorandum of Understanding at Delhi in the presence of witness (s) on the day, month and year cited herein above.

Central Sanskrit University Janakpuri, New Delhi – 110058, (CSU) Sri Aurobindo Society, Saint Martin Street, Puducherry-605001, (SAS)

(First Party)

(Second Party)

R. K. Barman. 27.10.2022

Prof. Ranjit Kumar Barman (Registrar)

Central Sanskrit University 56-57, Institutional Area, Janakpuri, New Delhi – 110058

Witnesses

Central Sanskrit University

56-57, Institutional Area, Janakpuri, New Delhi - 110058

1. Prof. Banamali Biswal
CSU, NEW Delni110058

Prof. PAWAN KUMAN COE, CSU, Delli Ms. Gita P Patel,

Member - Executive Committee

Sri Aurobindo Society, Saint Martin

Street, Puducherry-605001,

Witnesses

1. (Kichor Roman Tright)
Monder Secretur, Arrobling
Sin problem Society, purposed
2. (hostil 2012)

Charu Tripothy
Associate Director

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