

MEMORANDUM OF UNDERSTANDING

Between



International Institute of Information Technology, Hyderabad

And



Central Sanskrit University, New Delhi



Considering the importance of establishing cooperation in the scientific fields of education and research, this Memorandum of understanding (“MoU”) is made on March 01st 2024 (hereinafter referred to as “Effective Date”) by and between

International Institute of Information Technology, Hyderabad an autonomous University, founded as a not-for-profit public private partnership (N-PPP) in 1998, having its registered office currently at Prof. C. R. Rao Road, Gachibowli, Hyderabad, Telangana, India, represented by its Registrar Prof K S Rajan (hereinafter referred to as “IIT-H”), which expression shall, unless excluded by or repugnant to the context, thereof be deemed to mean and include its successor/representatives) of the **FIRST PART** ;

And

Central Sanskrit University, New Delhi, having its head quarter as 56-57, Institutional Area, Janakpuri, New Delhi, India represented herein by its Registrar Prof R G Murali Krishna (hereinafter referred to as “CSU”)), which expression shall, unless excluded by or repugnant to the context, thereof be deemed to mean and include its successor/representatives) of the **SECOND PART**

“IIT-H” and CSU,” may hereinafter be individually referred to as “Party” and collectively as “Parties”.

WHEREAS:

- International Institute of Information Technology, Hyderabad (IIT-H), founded in 1998, is a premier Deemed University renowned for its exceptional academic pursuits, research endeavors, and advancements in the fields of Information Technology and its diverse applications across other domains and has the distinction of being the pioneering autonomous institute in INDIA, actively involved in extensive research and development activities.



- Central Sanskrit University (CSU) is Established on 30th April, 2020 by an Act of Parliament as per the Government of India Gazette No. CG-DL-A-17042020-219068 dated 17th April 2020. Earlier Rashtriya Sanskrit Sansthan was established on 15th October 1970 as an autonomous organization registered under the Societies Registration Act (XXI of 1860) under the control of MHRD which got transformed as Deemed University in 2002. It is the biggest Sanskrit University in the world today which is also the only Multi-Campus Sanskrit University. All-round development of all the branches of Sanskrit learning and availability of Sanskrit resources through modern systems are the main objectives of the University. The University is meant for the upliftment of linguistic diversity and cultural plurality while arranging for teaching and research in Sanskrit, Pali and Prakrit in the context of their mutual cultural inter- relationship. It is also committed for the preservation and upliftment of the philosophical and scientific elements in the knowledge systems of these languages and ensuring their availability through the equipment of information and communication technology while establishing the relationship of these knowledge systems with cultural legacy.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. Purpose
2. Scope of the MoU
3. Activities and Specific Requirements
4. Confidential Information
5. Term and Termination
6. Intellectual Property
7. Publication Rights
8. Rights in Data and Reports
9. Financials
10. Personnel and Point of Contact
11. Settlement of Dispute
12. Miscellaneous

1. Purpose:

To discover new insights in Panini's Ashtadhyayi connecting it to Computer Technology, Mathematics, Chemistry and Physics. Research would be conducted to establish new links and strengthen the existing links among these fields.



2. Scope of the MoU:

Following topics give the flavor of the research:

1. To design an Expert System to resolve rule conflicts in Panini's Ashtadhyayi.
2. Shiva-Sutra (शिव-सूत्र) and Periodic-Table (Chemistry).
3. Laaghav (लाघव) in Panini and the Principle of Least Action in Physics.
4. Are there seeds of Category Theory in Panini's Ashtadyaayii (अष्टाध्यायी).

3. Activities and Specific Requirements:

Participate in projects/ initiatives/ programs detailed along with the specification and the time period, as defined in the respective SOWs, whose template is in Annexure 1 to this MoU ("Project SOW/Details").

It is hereby clarified that by way of entering into this MoU, the parties are not making any commitment other than to work together in an endeavor to promote research and education. The Parties agree that the Activities would be identified based on the mutual discussion of the Parties. Nothing in this MoU binds the Institution to perform any Activities unless the Parties in writing execute a binding agreement ("SOW"). Until the Project Agreement is in place, the parties may choose in good faith to carry out the necessary activities based on a mutually agreed Statement of Work (SOW).

The parties may use resources, assistance or support provided by the other party only in accordance with the terms outlined and for the purposes expressly stated in the SoW or as per the Project Agreement.

4. Confidential Information

Both the parties acknowledge that all information, data, materials, records, notes, drafts, and any other documents or materials disclosed, or which come to attention during the course of performing its obligations hereunder, regardless of whether such information is owned by IIIT-H or CSU, its clients, employees or agents or other third parties who have provided their information to IIIT-H or CSU, including, without limitation, information gathered or compiled by IIIT-H or CSU (collectively "Confidential Information"), constitute a valuable asset of, a trade secret of and are proprietary to IIIT-H and CSU. Both parties agree not to use or to disclose, either directly or indirectly, to any third parties for any purpose except to fulfil its obligations hereunder, any such information, data, materials, records and documents of any kind, nature or description concerning the matters affecting or relating to the business of IIIT-H and CSU. This provision shall survive the expiration or termination of this MoU. Upon request by either party, the parties shall promptly destroy all Confidential Information or return such information to the party concerned.



5. Term and Termination

Term of MoU

This MoU will commence on the Effective Date for three (03) years and remain in effect unless terminated in accordance with the terms of this MOU ("Term"). The MoU will continue to govern SOWs entered from time to time, till their stated operational period.

Termination for Convenience

Each Party shall have the right to terminate this Memorandum of Understanding upon giving of thirty (30) days prior written notice to the other if either party determines, in its discretion, that (i) Assignment or Technical task is no longer academically, technically, or commercially feasible, (ii) if either party fails to meet any of its material obligations under any of the Project Assignment or under this MoU and fails to remedy such failures within thirty (30) days after receipt of the notice to that effect. If this MoU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in process.

Continued Performance

To the extent that any portion of this MoU or any SOW is terminated, the rest of the MoU/SOW will continue be operational for the rest of the period.

Termination Survival

Sections of this MoU with respect to Confidential Information and IIIT-Hs rights to all intellectual property described herein or in the SOW will survive any termination or expiration of this MoU for a period of 03 years thereon.

6. Intellectual Property

Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by all the entities. The expenses involved in protecting the IPR shall be shared equally. However, if one of the entities decides not to share the expenses for protecting IPR, then it should assign its rights to the other entity to enable the other entity to file for IPR protection. Assignment of rights to the other entity should be completed within a period of 30 days.



Original IP:

Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.

Any returns arising from commercialization of the Intellectual Property generated out of the programs undertaken under this MoU, will be shared in proportion to be decided mutually by all the parties, on case-to-case basis and through exchange of letters or as stated clearly in the SOW.

Both parties shall abide by the Government of India rules as applicable from time-to-time.

7. Publication Rights

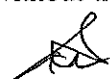
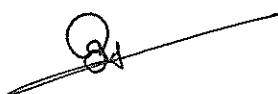
Important research findings arising out of the activities covered under this MoU may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborators. Notwithstanding the above, both parties have the right to publish research papers by their faculty/students/employees based on the results generated from the MoU. The Party intending to publish will give the other party thirty (30) days' notice prior to publication. For the sake of clarity, the Parties will not refer to or include under any circumstances results directly from the IIIT-H in any publication whatsoever as the same will be considered confidential information of the IIIT-H. The research publications shall be scrutinized by the Parties for protection of their confidential information within thirty (30) days or such mutually agreed extended period from the date of receiving the manuscript for potential publication.

8. Rights in Data and Reports

Both parties shall own the technical reports, data and information jointly and/or separately developed under this MoU and shall have the right to copyright, publish, disclose, disseminate and use, in whole or in part, any data and information received, collected, or developed under this MoU.

Both parties shall have the right to use the technical reports, data and information delivered hereunder by either party for research or evaluation purposes.

Both agree that it will not use the name of either faculty or its employees or students in any advertisement, press release or publicity with reference to this MoU without the written approval of either party.



9. Financials

CSU will assign one (01) individual to IIIT-H for this project, and all associated costs, including salary and expenses, will be covered by CSU. The other expenses, if applicable, will be decided from time to time mutual understanding along with associated taxes from time to time.

10. Personnel and Point of Contact

Both parties agrees that in order to prepare and execute the MoU, SOW and subsequently achieve efficient working of the Activities, a representative(s) of CSU ("CSU Personnel") may work in close collaboration with the faculty/ student/staff and/or administrative body of the IIIT-H ("IIIT-H Personnel") and each party shall designate a point of contact responsible for coordinating communication matters related to this MoU. The designated Point of Contact for each party will serve as the primary liaison for all communications.

CSU:

Prof. Lalit Kumar Tripathi

Dean (Research)/Research Development Center

Central Sanskrit University

GANGANATH JHA CAMPUS

Prayagraj, Uttar Pradesh - 211001

India Tel:05322460957,05322460956

Email: director-prayagraj@csu.co.in,

Mob No. 8528319951

IIIT-H:

Prof. Vineet Chaitanya

Distinguished Professor,

International Institute of Information Technology,

Prof. C R Rao Road, Gachibowli,

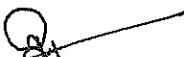
Hyderabad 500 032, Telangana,

India Tel: 040 6653 1335

Email: chaitanyavineet@gmail.com

11.Settlement of Dispute

The Parties will use their best efforts to settle any disputes, controversies or differences arising out of this MoU ("Disputes"). Before a Party initiates arbitration or litigation concerning any Dispute, other



than injunctive relief, that Party will request in writing an executive conference, to be held in person or via video conference no later than 15 days from receipt of the request. The conference will be attended by at least one executive from each Party. At the conference, each Party will present its view of the Dispute and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the Dispute is not resolved by the earlier of 30 calendar days after the date that the conference commenced or 45 days after the written request, then either Party may pursue resolution of the Dispute by referring to arbitration. The arbitration tribunal shall comprise of three arbitrators, one to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators so appointed. Such arbitration shall be governed by the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be in the English language. The venue of arbitration shall be Hyderabad, India. The arbitral award shall be final and binding upon the Parties, and each Party agrees to bear its own costs of arbitration and to equally share the fees of the arbitration tribunal, unless the arbitration tribunal decides otherwise.

12. Miscellaneous

a) Entire MoU and Modifications

This MoU along with Annexure, SoW, and any other documents referred under this MoU, contains the entire MoU between the Parties and supersedes and replaces any prior or inconsistent MoUs. The Parties acknowledge and expressly agree that in the event of any conflict between this MoU and SOW, the provisions of SOW shall prevail.

b) Variation

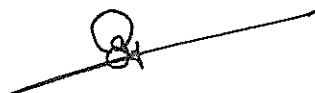
No modification of this MoU will be binding on either Party unless set forth in a writing and signed by an authorized representative of both Parties specifically stating it is amending this MoU or any part thereof.

c) Limitation of Liability and Indemnity

The Parties mutually agree that to the extent permitted by law neither Party will be liable to the other for any direct, consequential, indirect or special damages arising out of or related to the performance of Services under this MoU, except with respect to Material Breaches of this MoU.

d) Force Majeure

Neither Party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence ("Force Majeure Event"), but any delay or failure to perform caused by the default of CSU will be excused only if (a) it is beyond the control of CSU and without the fault or



negligence of them, and (b) the Engineering Work to be furnished cannot be obtained from other sources in sufficient time to permit CSU to meet the Delivery Schedule. The Party affected by a Force Majeure Event will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure Event, and will use its best efforts to remedy the delay if it can be remedied, If CSU's delivery is delayed, institute may, at institute's sole option, cancel deliveries scheduled during the Force Majeure Event or elect to extend the period of performance by an amount equivalent to the length of the Force Majeure Event. If a Force Majeure Event occurs that affects delivery of Deliverables or Engineering Work to IIIT-H, CSU will allocate its available supply of Deliverables and Engineering Work in a manner that assures IIIT-H of at least the same proportion of CSU's total output of Deliverables and Engineering Work as was allocated to IIIT-H before the Force Majeure Event. If delivery of any Deliverables or Engineering Work is delayed for more than 30 days, then IIIT-H may, without liability, cancel all or any part of this MoU.

f) No Assignment

Neither parties may sell, assign, encumber, license or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, provided that CSU may assign or otherwise transfer any of its rights, duties or obligations hereunder, in whole or in part, to its subsidiaries without the prior written consent of IIIT-H.

h) Representations and Warranties

Both parties represent and warrant that they will fulfil their obligations as set out under this MoU with integrity and good faith and are capable enough to fulfil the same in their individual capacity as well.

i) Waiver

The failure of either Party to enforce at any time any of the provisions of this MoU will not be construed to be a continuing waiver of any provisions in the MoU, nor will any such failure prejudice the right of the Party to take any action in the future to enforce any provisions in this MoU.

k) Severability

If any provision of this MoU is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this MoU continue in full force and effect in so far as it remains a workable instrument to accomplish the intents and purposes of the Parties. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.



The Parties hereby represent and warrant that they are not subject to/party to, any covenants, agreements or restrictions including without limitation any covenants, agreement or restrictions arising out of his prior engagements or independent contractor relationships, which would be breached or violated by them because of execution of this Agreement or by their performance of their duties hereunder.

The Parties have executed and delivered this Agreement as it's free and voluntary act, after having determined that the provisions contained herein are of benefit to them, and that the duties and obligations imposed on them under this Agreement are fair and reasonable.

13. Jurisdiction

This MOU shall be governed, construed, interpreted in accordance with the Laws of India, IIIT-H and CSU rules and other disciplinary rules and procedures as applicable to the respective parties and will be settled as per clause 8 over any disputes that arises out of this MoU or SOW.

In witness where of the parties hereto have executed this MoU/Deed on this day of the month and this year above written and has caused the same and the said duplicate to be executed as hereinafter appearing.

Central Sanskrit University Janakpuri, New Delhi – 110058, (CSU)	International Institute of Information Technology (IIIT), Hyderabad
<p style="text-align: center;">  19/03/2024 (Prof. R.G. Murali Krishna) Registrar Central Sanskrit University 56-57, Institutional Area Janakpuri, New Delhi –110058 (CSU) Tel:+231(Ext), 011-28520979 Email: registrar@csu.co.in </p> <p>Witnesses</p> <ol style="list-style-type: none">  Prof. RATNA MOHAN JHA.  (Prof. Madhukeshwar Bhat) 	<p style="text-align: center;">  (Prof. K. S. Rajan) Registrar and Professor, REGISTRAR International Institute of Information Technology Prof. C.R. Rao Road, Gachibowli, Telangana, India 500 032, (IIIT), Hyderabad . Tel: 040-6653 1121 Email: registrar@iiit.ac.in </p> <p>Witnesses</p> <ol style="list-style-type: none">  K. Praveen Kumar Goid. Project co-ordinator, LTRC, IIITH  S. Pavani, RIC, IIIT-H

