

MEMORANDUM OF UNDERSTANDING

Between



Indian Knowledge Systems (IKS) Division

And



Central Sanskrit University, New Delhi.

Considering the importance of establishing cooperation in the Indian Knowledge Systems (IKS) of education and research, this Memorandum of Understanding (“**Agreement**”) is made on 6th March 2024 (hereinafter referred to as “**Effective Date**”)

BY AND AMONG:

Indian Knowledge Systems (IKS) Division of Ministry of Education, Govt. of India represented by its National Coordinator, **Indian Knowledge Systems (IKS)** (Hereafter referred to as “IKS”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors/ representatives) of the **First Party**.

And

Central Sanskrit University (CSU), New Delhi, having its Head quarter at 56-57, Institutional Area, Janakpuri, New Delhi, India. Hereafter referred to as CSU represented herein by its Registrar, Central Sanskrit University, New Delhi successors and permitted substitutes or permitted assigns: **Second Party**.

“IKS” and “CSU,” may herein and after be individually referred to as “Party” and collectively as “Parties”.

WHEREAS

Home to the oldest continuously living civilization of the world, the Indian subcontinent has been a knowledge and manufacturing powerhouse of the world for most of the known history. A Dharmic culture that emphasized the development of all dimensions of humanity with an emphasis on living in harmony with oneself, one’s environment, and the universe at large. It is becoming very apparent from the recent developments around the world that the current models of development are

unsustainable and are in serious conflict with nature. The rising inequalities in the modern world point to a dire need for new paradigms of development. There is an Indian way that is both sustainable and strives for the welfare of all. The grand vision for the IKS Division of Ministry of Education is to initiate a process of training generations of scholars who will show the 'Indian way' to the world. If we want to become the Knowledge Leader in this century and be the 'Vishvaguru', it is imperative that we regain a comprehensive knowledge of our heritage and demonstrate the 'Indian way' of doing things to the entire world. Therefore, the IKS Division of Ministry of Education has been established with a vision to rejuvenate and mainstream Indian knowledge systems for the contemporary world.

The objective of all IKS activities will be to highlight the following:

1. **Parampara:** The continuous knowledge traditions of Bharata since time immemorial.
2. **Drishti:** The unique perspectives provided makes this knowledge system 'Indian' and valuable to the world.
3. **Laukika prayojana:** The practical utility of the Indian knowledge system to solve current and emerging problems of Indian and the world.

Previously Rashtriya Sanskrit Sansthan promulgated as Central Sanskrit University (CSU) 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.

CSU is a Premier University for promoting Sanskrit studies in India and abroad. 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 equipments of information and communication technology while establishing the relationship of these knowledge systems with cultural legacy.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY ALL THE PARTIES, THE PARTIES HEREBY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

1. Goal
2. Organisation, Reporting, Coordination and Contact Persons
3. Validity of the agreement
4. Commitments by the contracted parties
5. Immaterial rights and publication
6. Cancellation of agreement
7. Representations and Warranties
8. Liability
9. Waiver
10. Amendments

1. Goal

The purposes of this MoU are:

- To promote mainstreaming and institutionalizing of the Indian Knowledge Systems in Traditional Gurukul Systems.
- To create the links between traditional gurukul scholars and mainstream academicians.
- To initiate and sustain the research programmes in CSU to effectively facilitate the research scholars of IKS.
- To create and to promote research opportunities in various domains of IKS.
- To promote development of expertise in various domains of Indian knowledge systems in all Indian languages with a special focus on Sanskrit.

Therefore, the broad objectives of collaboration between Parties include conduct of following activities aligned to the IKS supported work in various institutions in India and abroad, including universities, institutions of national importance, government agencies, and private sector entities, among others:

- (i) Collaborative research, teaching and training programs to promote IKS and Sanskrit
- (ii) Capacity building in the domains of IKS and Indian languages with special focus on Sanskrit
- (iii) IKS courses development across various disciplines and academic institutions
- (iv) IKS pedagogy development
- (v) Educational trainings/programs
- (vi) Seminars/Conferences/Exhibitions and Workshops
- (vii) Publications
- (viii) Any other subject with mutual exchange of letters.

2. Organisation, reporting, coordination and contact persons

On behalf of CSU **Prof. Lalit Kumar Tripathi** will be the coordinator responsible for the implementation of this collaboration in accordance with the goals and objectives of the MoU.

On behalf of IKS Division, the National Coordinator of the IKS Division will be the point of contact for the implementation of the MoU. At times, the national coordinator may nominate a person from IKS Division to liaison on specific projects.

Contact persons of CSU and IKS Division:

CSU:

Prof. R.G. Murali Krishna
Registrar
 Central Sanskrit University
 56-57, Institutional Area,

IKS:

Prof. Ganti Suryanarayana Murthy
National Coordinator
IKS Division of MoE, Govt. of India
 AICTE Headquarters, Nelson Mandela Marg,

D-Block, Janakpuri, New Delhi-110058
Tel: +231 (Ext), 011-28520979
Email: registrar@csu.co.in

Vasant Kunj, New Delhi 110070
Tel: 011-2958153/1522/1005
Email: nciks@aicte-india.org

3. Validity of the agreement

This Memorandum of Understanding (MoU) will be valid for a period of five (5) years from the date of signing of this MoU. This MoU shall remain in force unless it is concluded or terminated on the advice of the National Coordinator, IKS Division (or) on mutual consent by both the Parties.

4. Commitments by the contracted parties

4. Commitments by both parties.

All activities conducted in the framework of this agreement shall be done in compliance with all applicable laws, regulations, and guidelines and institutions in which the research is conducted. The Parties agree and understand that CSU is subject to internal policies, hereunder its 'Policy for research integrity, freedom of research and responsible conduct of research at Central Sanskrit University'. For the avoidance of doubt, each party is solely responsible for the planning and conduction of the research work allocated to the said party in the Project in accordance with its own internal rules.

5. Immaterial rights and publication

The parties will follow the applicable rules of their respective organizations with respect to the immaterial rights and publications.

6. Cancellation of agreement

This agreement may be cancelled within 30 days upon mutual written consent by both parties. This agreement will in such a case be replaced by a new partnership agreement signed between CSU and the IKS Division of Ministry of Education.

7. Representations and Warranties

- All the Parties represent and warrant that they would fulfill their obligations asset out under this Agreement with integrity and good faith, to the best of their ability and in accordance with best practices for scientific work.
- The Parties do not provide any guarantee and cannot be held liable if their performance in connection with the completion of the Project does not lead to a specific result.
- 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.

8. Liability

The Parties shall be liable in accordance with the ordinary rules of liability in the applicable law.

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If a Party uses the other Party's results or Background Knowledge under the terms of the Agreement, then such use shall in every respect take place on the receiving Party's own responsibility. The receiving Party may not in any way or in respect of any situation bring a claim against the providing Party based on such use.

The Parties acknowledge that results and Background Knowledge is provided 'as is' and without any representation or warranty, express or implied, as to its accuracy or completeness, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty that the use of results and Background Knowledge will not infringe or violate any patent or other proprietary rights of any Third Party.

None of the Parties shall be liable for a failure to fulfill their obligations under the Agreement if the failure to perform is due to force majeure.

Apart from a breach of confidentiality, no Party is liable to the other for consequential losses such as production interruptions, loss of turnover/profit or other indirect losses.

Neither Party is liable for economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MoU.

9. Waiver

The failure of any party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by any party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

In the event of any dispute or differences between the parties hitherto, such differences shall be resolved amicably by mutual consultation. Where it cannot be resolved so, then it shall be referred to arbitration of three arbitrators, one to be appointed by each of the parties. The two arbitrators shall appoint the Third Arbitrator (Umpire) mutually who shall preside over the proceedings. The decision of the said arbitrators shall be final and binding on both the parties.

10. Amendments

No amendments shall be adequate, unless the same is in writing signed by the parties or their authorized representatives.

IN WITNESS THEREOF, each Party has caused this MoU to be executed on the Effective date as aforementioned.

<p>IKS Division of Ministry of Education AICTE HQ, Nelson Mandela Marg, Vasantkunj, New Delhi-110070</p> <p>(First Party)</p>	<p>Central Sanskrit University Janakpuri, New Delhi - 110058, (CSU)</p> <p>(Second Party)</p>
<p><i>G.S.M.M.</i> (Prof. Ganti Suryanarayana Murthy) National Coordinator, IKS Division, MoE, Govt. of India.</p> <p>(Prof. Ganti Suryanarayana Murthy) National Coordinator, IKS Division of MoE, Govt. of India AICTE HQ, Nelson Mandela Marg, Vasantkunj, New Delhi-110070 Tel: 011-2958153/1522/1005 Email: nciks@aicte-india.org</p> <p>Witnesses</p> <ol style="list-style-type: none"> 1. Sudishna Bhattacharyya 2. Adint (SUMAN DEKHT) 	<p><i>R.G.M.K.</i> (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"> 1. Prof. Madan Mohan Sharma 2. Prof. Ramakant Pandey