

Whereas

Central University of Karnataka (CUK) was established by an Act of the Parliament (No.3 of 2009) at Kalaburagi, Karnataka. It is one of the 16 Central Universities newly established by the Government of India during the XI Plan Period to address the concerns of equity and access; by providing quality higher education for the people living in educationally under developed districts of the state. The CUK, with its territorial jurisdiction all over Karnataka started its academic and research activities, since its establishment in 2009.

The University campus is spread over 654 acres, near Kadaganchi, a village in the district of Kalaburagi, Karnataka. The main objective of this growing University is to integrate teaching, learning, training, research, innovation, and skill development with an aspiration to excel in under graduate, post graduate and doctoral studies. The University offers programs in six major areas: Arts, Humanities, Social Sciences, Management, Sciences, and Engineering.

Whereas

The Tamil Nadu State Department of Archaeology was established in 1961 with the objectives to explore, excavate, document, decipher, display, analysis, conserve and preserve our cultural heritage found in the form of tangible and intangible evidences such as archaeological sites, epigraphical and numismatic evidences, palm leaf manuscripts, art objects, ancient and historical monuments and many other such artefacts and Eco facts in order to understand our heritage in the backdrop of the science and technology.

In order to full-fill the set objectives, the Department of Archaeology took active part in exploration and brought to light several archaeological, epigraphical, numismatic, art and architectural evidence. The Department regularly conducts excavations of national importance and so far forty-six archaeological sites have been excavated. These explorations and excavations provided an ample scope to understand our cultural heritage. Irrespective of these efforts, the Department firmly believes that the science and technology and other inter and multidisciplinary studies would give new dimensions to our understanding of the past and it paves a way for new openings in the field of active research.

In this endeavor, the Department has taken up a major initiative in adopting various analysis and technologies with the help of reputed institutions and having recognised the valuable contribution of specialized disciplines into deeper analysis of archaeological finding. Archaeological investigations have no meaning unless the chronological sequences of the events are reconstructed faithfully. The scientific dating principles are to be regularly analysed for the unearthed artefacts to position India on the global map.

The scope of the Memorandum of Understanding (MoU) is to establish a framework for academic and research co-operation with specific roles and responsibilities between TNIAM - TNSDA and CUK in order to provide a platform to work together and for achieving the mutual

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objectives of both parties to highlight the cultural heritage of Tamil Nadu as revealed through archaeological studies and investigations under this MoU. These are defined as follows:

Academic and Research Activities and Public Outreach

- Planning and handling of academic and research activities, organizing seminars, workshops and conferences, museum development and enhancement, and teaching, in the field of archaeology and geology and any other field with their theory and methodology that would enhance the existing knowledge, in areas to be mutually agreed upon prior to commencement of any specific project.
- Internship and training programs for the students in the field of archaeology and museums.
- Utilization of Laboratories, infrastructures and human resource of the respective institutions with mutual agreement.
- Public outreach and education in the above fields and allied sciences through exhibitions and reinterpretation centers and Museums.
- Pedagogical activities in the above fields.

OBJECTIVES

1. To conduct archaeological explorations in Karnataka and Tamil Nadu, including recording and documentation of sites and prepare detailed exploration reports.
2. To conduct archaeological excavations in the select archaeological sites followed by permit from ASI.
3. To collect, document, analyse and evaluate the archaeological samples of the archaeological sites.
4. To collect samples for dating archaeological findings/ sites, and samples shall be provided to test in the concerned laboratories. Radiometric, OSL, Dendrochronology, Fission Track or any other relative and absolute dating methods to place the archaeological sites in proper cultural context.
5. To study geo-archaeology of the study area for mapping landscapes, land use and resource catchments with the use of geo-spatial methods.
6. To analyse and interpret the physical and digital data to reconstruct the cultural past
7. To disseminate the knowledge gained with professional journals and with the civic bodies

DURATION

The duration of this MoU is for 3 (three) years, i.e. from date of signing of MoU and can be extended for a similar/and or an agreed period thereafter through mutual agreement.

Dr. S. Sankar
8/8/22

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NATURE OF FINANCIAL ASSISTANCE

The quantum of and type of assistance and source of funds needed for execution of each item specified or project will be identified and agreed upon by both parties prior to commencement of any work.

MONITORING AND EVALUATION

TNIAM-TNSDA and **CUK** will agree to hold meetings at regular intervals to discuss progress made and resolve issues if any.

The MoU shall not be altered, varied or modified nor any of its provision waived otherwise than in writing signed by both the parties hereto and affixed to this MoU as an amendment to original.

TERMINATION

Either party may terminate the agreement after giving 6 months' notice, and endeavor to settle through mutual discussions any issue arising from same during that period.

The parties will discuss and agree on the terms of such dissolution prior to commencing work on any project to avoid any financial or similar distress to the party concerned.

On the aspects where the Articles of this MoU are silent or for cases relating to deviation from these articles, efforts would be made to resolve the issues through mutual dialogues and consultations between **TNIAM-TNSDA** and **CUK**.

If such resolution is not possible then the unresolved disputes and differences shall be referred to the Sole Arbitrator jointly appointed by **TNIAM-TNSDA** and **CUK**, whose decision will be final and binding on both the parties.

FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide the future course of action.

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CONFIDENTIALITY OF DATA GENERATED, COPYRIGHTS, MEDIA AND PUBLICATIONS

The intellectual property, viz. know-how/designs/techniques /patents/copyrights generated in the PROJECT shall be jointly owned by CUK and TNIAM-TNSDA. The extent of ownership shall be by default equal or otherwise decided mutually depending upon the relative inputs, viz. intellectual/technical/financial/physical made by the parties hereto to the PROJECT.

CUK and TNIAM-TNSDA shall have the joint rights to license the intellectual property generated in the PROJECT to others and the terms and conditions for licensing to others shall be settled mutually between CUK and TNIAM-TNSDA.

Media: Both TNIAM-TNSDA and CUK agree that they will, before releasing any information into the electronic media/print media/public domain/press, discuss and reach a consensus on the preferred media and contents of same, to avoid misuse by third parties.

Joint Co-ownership of any research or publication or any other by-product of this MoU shall be shared equally by both parties and shall be governed under the intellectual property laws of India and more especially the Copyrights Act, 1957, Trademarks Act 1999 and Geographical Indications of Goods (Registration and Protection) Act, 1999.

Publications in print, online, conference/workshop presentations: Both TNIAM-TNSDA and CUK will mutually agree to the sequence of authorship of any publications based on international protocols prior to submitting any research material for consideration of publication in print/online or any other format.

Both TNIAM-TNSDA and CUK will mutually agree to the sequence of authorship and nature and structure of presentations to be made on the research results that may need to be presented at conferences, workshops, seminars or meetings be they academic or for public interest/outreach.

Presentations and material to be reported will be jointly finalized by both TNIAM-TNSDA and CUK before selecting the venue for presentation and person/persons who will present the same.

Confidentiality: Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties. Each party shall keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential.

Storage: Archaeological antiquities obtained during the course of the project, and other samples (fossils, sediments, etc.) will finally be housed at the TNIAM-TNSDA and CUK, and will be their

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responsibility. These, however, will be made available to either party for conducting analysis, research, writing reports, etc., at any time during and after the project by mutual agreement.

COLLABORATORS

Both TNIAM-TNSDA and CUK will mutually agree to the choice of other collaborating agencies (Institutes, scholars, or other like) prior to involving them in the project.

GENERAL CLAUSE

Each project agreed under this MoU by a separate written communication shall be read as part and parcel of this MoU and terms and conditions agreed there under shall be read together without any deviation / departure from this MoU.

MISCELLANEOUS CLAUSE

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.

All activities conducted under this Memorandum of Understanding will be in accordance with all applicable rules and regulations of the Union and State Government.

SUMMARY

Neither party shall subcontract nor assign this MoU in whole or in part or make without the prior written consent of the other party. Any purported subcontract or assignment is null and void.

This MoU represents the entire agreement between the parties with respect to the subject matter hereof and will be independent of and have no effect upon any other contracts.

The purpose of this MoU is to express the intentions of the parties, specifically for the research and public outreach activities.

The terms of co-operation for other specific activities contemplated under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such activity agreed upon will be recorded and governed by a separate document executed by both parties.

Activities to be organized under this agreement will be the responsibility of the Heads of both institutions or of persons designated by them.

8/17/22 *[Signature]*
8/18/22

[Signature] 8/18/22

This MoU imposes no financial obligations on either party. Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds that will determine whether the said activity is possible to be conducted or not.

Each party recognizes that the other party has, may have, or will have arrangements of a similar or different nature with other institutions whether in each party's areas of activity, during the currency of this MoU.

This MoU is for the purpose of advancement of knowledge and it is not for any commercial interest.

For using the institution's name (Institute of Archaeology Tamil Nadu State Department of Archaeology or Central University of Karnataka) in any activity clear communication and discussion need to be undertaken, beforehand.

Signed and Delivered by


Principal Secretary and Commissioner
For and on behalf of
Government of Tamil Nadu Institute of
Archaeology, Department of Archaeology
Tamil Nadu, Chennai - 600 008.

In presence of


Witness (1) 8/8/2022
B. RAJAN

Signed and Delivered by

 8-8-2022
Registrar, Central University of Karnataka
Kadaganchi, Kolar District - 585367
Karnataka. Central University of Karnataka
गुलबर्गा / GULBARGA.

In Presence of

Witness (1)