

Memorandum of Understanding

Between

Archaeological Survey of India

Ministry of Culture, Government of India, New Delhi



And

Anthropological Survey of India

Ministry of Culture, Government of India, Kolkata



On

Cooperation for safe keeping of human skeletal remains and
advanced research in the field of Archaeological
Anthropology and Biological Anthropology

This Memorandum of Understanding (“MoU”) is dated 12.11.25 and is made between:

1. **Archaeological Survey of India**, a premiere research organisation under the Ministry of Culture, a statutory body established by the Government of India, having its registered office at Dharohar Bhawan, 24, Tilak Marg, New Delhi – 110001, (hereinafter referred to as ‘**ASI**’, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the First Part; and.
2. **Anthropological Survey of India**, under the Ministry of Culture, Government of India, having its registered office at EN-79, Salt Lake City, Sector-V, Kolkata – 700091, West Bengal, India, acting through its Director, hereinafter referred to as ‘**AnSI**’, which expression shall unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors in interest and permitted assigns) of the Second Part.

For this MoU, ASI and AnSI will be referred to individually as a “**party**” and collectively as “**parties**”.

Whereas:

- A. The ASI is India’s premier government organization focused on preserving and studying the nation's archaeological and cultural heritage. Established in 1871, ASI oversees the conservation of ancient monuments, archaeological sites, and heritage structures, including several UNESCO World Heritage Sites. ASI implements the provisions of Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Antiquities and Art Treasures Act 1972. Its primary activity is undertaking of excavations to establish the chronology of India and also to fill in the gaps in the Indian History.
- B. AnSI is an apex Indian government organization and the only one of its kind in the world. It undertakes comprehensive studies in the fields of Archaeological Anthropology, Biological Anthropology, and Cultural Anthropology. It focusses on the biological and cultural markers of ethnic groups of India as well as on the research with implications for policy and programme in the field of bio-social development.
- C. Both organizations are governed under the Ministry of Culture, Government of India.
- D. The ASI and the AnSI had earlier associated for joint excavations, and research initiatives leading to transfer and safe custody of human skeletal remains for research. The human skeletal remains of various archaeological sites across India thus transferred by ASI has yielded significant research and continues to be most significant source material for ancient DNA research by AnSI.
- E. The parties keeping in view the significance, scope and current relevance of comprehensive research in the field of palaeoanthropology have come to some broad understanding and intends to enter into a collaborative relationship for the general

purposes of research, potential archaeological explorations in the future, dissemination of research findings, and certain extension activities.

- F. Accordingly, pending execution of the formal agreement to affect the transaction contemplated herein, the parties have agreed to enter into this MoU, which broadly sets out the general principles under which the parties intend to co-operate and the steps necessary to implement and complete the transaction contemplated herein.

Now, it is hereby agreed as follows:

1. Purpose

1.1 The parties may collaborate to enhance the study and understanding of the human skeletal remains curated by ASI, utilizing advanced methods in bioarchaeology, including molecular analysis, human osteology, skeletal and dental histology, and stable isotope analysis. ASI shall involve research personnel of the AnSI wherever relevant and possible in the excavation curated by the ASI individually or in collaboration with other organizations as opportunities arise.

1.2 The ASI will arrange to transfer curated human skeletal remains to the AnSI for advanced research purposes, allowing AnSI to conduct studies independently or in collaboration with premier research organizations with which it has established, or may establish in the future, a Memorandum of Understanding (MoU) with due permissions of the competent authority i.e., Director General, ASI.

1.3 This partnership will enhance academic research and appropriate understanding of Indian history, culture, and ancient populations. This access to human skeletal remains will facilitate molecular, osteological, histological, and stable isotope analyses, generating new data to advance knowledge of past populations in India.

1.4 Areas of common interest for collaboration purposes are outlined in **Schedule 1**.

2. Management and Oversight

2.1 Once the MoU has come into operation, the parties must agree on a strategy for its management and oversight. The agreed strategy must be jointly and equitably developed and include the following elements:

2.1.1 (a) Regular communication between representatives of both parties shall be maintained to support the objectives outlined in the MoU. ASI will provide written notification to AnSI regarding any planned excavations deemed relevant to their collaborative interests.

2.1.2 (b) Procedures for reviewing the progress of potential collaborative activities and projects pursuant to this MoU;

2.1.3 (c) Procedures for transferring the human skeletal remains curated or will be curated by the ASI for transferring the same to the AnSI.

3. Confidentiality

3.1 This clause is intended to be legally binding.

3.2 The parties agree and acknowledge that both the terms of this MoU and the discussions relating to the proposed collaborative activities are confidential including any information disclosed (whether in writing, verbally or by any other means) in relation to the purpose of this MoU and neither party will disclose them without the prior written consent of the other party.

3.3 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other party except as permitted below.

3.3.1 Each party may disclose the other party's confidential information:

- a. to its employees, officers or advisers who need to know such information for the purposes of carrying out this MoU. Each party shall ensure that its employees, officers or advisers to whom it discloses the other party's confidential information comply with this clause; and
- b. as may be required by law, court order or any governmental or regulatory authority.

3.3.2 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this MoU.

3.3.3 The restrictions in this clause 3 shall not apply to any information:

3.3.4 (a) which is at the date of this MoU publicly available other than through breach of this MoU by any party;

3.3.5 (b) which was known to the party, as evidenced by its written records, prior to it receiving such confidential information;

3.3.6 (c) which subsequently comes lawfully into the possession of the disclosing party by a third party which did not require any obligation of confidentiality;

3.3.7 (d) The confidentiality obligations under this MoU shall survive the termination or expiry of this MoU.

4. Intellectual Property

4.1 The parties agree that any intellectual property that is developed as a result of the collaborative activity will be dealt with by appropriate written agreements, mutually agreed between the parties, at the relevant time.

5. Brand and Logo

5.1.1 This clause is intended to be legally binding.

5.1.2 Neither party to this MoU shall use or refer to the name, logo or any other designation of the other party without the prior written consent of that other party (such consent not to be unreasonably withheld or delayed). The parties shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property rights of the other party upon termination or expiry of this MoU for any reason.

5.1.3 Contact Persons

5.1.4 Each party will designate a coordinator to manage and monitor the activities relating to the MoU, as follows:

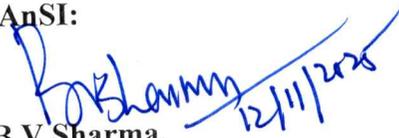
For ASI:


12/11/25

Dr. Arvin Manjul

Joint Director General (EE)
Archaeological Survey of India
Dharohar Bhawan,
24, Tilak Marg,
New Delhi – 110001, India
Tel: +91 11-23075357
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For AnSI:


12/11/2025

Professor B V Sharma,

Director,
Anthropological Survey of India
EN-79, Salt Lake City, Sector-V,
Kolkata – 700091, West Bengal, India
Tel: +91 9475721595
E-mail: director@ansi.gov.in, ansihead@gmail.com

6 Scope of the MoU

6.1 ASI will transfer the excavated human skeletal remains to AnSI for research purposes, while retaining ownership of the materials. AnSI will take all responsibility for transportation and safekeeping of such materials including insurance, if any.

6.2 The AnSI will serve as the primary custodian of all data generated during the research, with the data securely archived at AnSI. However, researchers from both

organizations will have access to the data for analysis purposes. ASI reserves the right to a mirror archive of all raw and analyzed data to be maintained at ASI in a designated repository. This ensures ASI has a permanent, secure copy of the data derived from its excavated material, regardless of the status of the AnSI partnership.

6.3 The AnSI will provide ASI access to its laboratory infrastructure to conduct the research, and ASI will provide excavation training to the AnSI officials.

6.4 The ASI shall permit AnSI officials to participate in ASI's future excavations if nominated by the competent authority of the AnSI. AnSI will cover the expenses for its officials involved in these activities.

6.5 As collaborating institutions, the AnSI and ASI will jointly publish the results of the study. In principle, due consideration shall be given to the ASI in regard to the first authorship. Scholar from outside ASI may be designated as the corresponding author or coauthor based on their actual academic contributions. However, authorship will be assigned in accordance with the ethical guidelines of the respective publishers. AnSI will appropriately acknowledge ASI's contributions whenever opportunities arise. All the publication details will be shared with ASI time to time during the publication process.

7 General Provisions

7.1 The terms of this MoU can be amended by mutual agreement in writing by the parties.

7.2 If any provision embodied in this MoU appears to be legally invalid or null, the parties will replace such provision, considering the nature and contents of this MoU.

7.3 Neither party shall be entitled to assign or transfer or purport to assign or transfer any of its rights or obligations under this MoU except with the prior written consent of the other party concerned.

7.4 It should be noted that by signing this document or by participating in the Memorandum of Understanding, the partners are not committing to legally binding obligations. It is intended that the partners (ASI and AnSI) remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

8 Manpower and Financial contributions

Both collaborating parties shall agree to use the available manpower, infrastructure, materials, and other resources necessary for executing the future research. Further, it is more explicitly clarified that, ASI will not have additional financial implications in terms of manpower engagement/training/transportation of the materials/safekeeping the human skeletal remains and additional equipment or maintenance. If any costs related to organizing workshop/seminar/exhibition to be incurred by both the organization.

9. Financial and Dispute Resolution:

9.1 Financial Arrangements

1. The transfer of excavated human skeletal remains from ASI to AnSI shall be carried out on a non-commercial basis, recognizing the academic, scientific, and heritage value of the material.
 2. Any costs directly related to packing, preservation, documentation, and transportation of the skeletal remains shall be borne by AnSI, as agreed upon in writing.
 3. Costs incurred in the course of scientific study, conservation, storage, or further research shall be borne by the recipient party (AnSI), unless otherwise specified through supplementary arrangements.
 4. In cases where joint research projects are undertaken involving the skeletal remains, financial responsibilities for research, analysis, and publication shall be defined under a separate research agreement signed by both parties.
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9.2. Dispute Resolution

- 1 Both parties agree to resolve any differences or disputes arising from the interpretation, implementation, or execution of this MoU through mutual consultation and dialogue in good faith.
2. If a resolution is not achieved within sixty (60) days, the matter shall be referred to a Joint Review Committee consisting of equal representatives from ASI and AnSI.
3. Decisions of the Joint Review Committee shall be recorded in writing and shall be binding on both parties.
4. If the dispute remains unresolved, the matter shall be escalated to the Ministry of Culture, Government of India, whose decision shall be final and binding on both parties.
5. Both parties agree that disputes shall not be referred to any external legal forum without first exhausting the mechanisms laid out above.

10. Indemnity Clause and Majuere:

10.1 The Anthropological Survey of India (AnSI) shall indemnify, defend, and hold harmless the Archaeological Survey of India (ASI), its officers, and employees against any claims, losses, damages, liabilities, or expenses (including reasonable legal fees) arising out of or connected with:

- any misuse, mishandling, or unauthorized use of the excavated human skeletal remains transferred under this MoU;
- any breach of the provisions of this MoU by AnSI;
- any claims raised by third parties, including descendants, local communities, or other stakeholders, in relation to the possession, custody, or study of such skeletal remains.

10.2 Similarly, the ASI shall indemnify, defend, and hold harmless AnSI, its officers, and employees against any claims, losses, damages, liabilities, or expenses (including reasonable legal fees) arising from:

- any misrepresentation, concealment of information, or breach of this MoU by ASI;
- any claims arising due to defective or incomplete documentation provided during transfer of skeletal remains.

10.3 This indemnity obligation shall survive the termination or expiry of this MoU.

Force Majeure Clause

10.4 Neither ASI nor AnSI shall be held liable for any failure to perform or delay in performance of their obligations under this MoU if such failure or delay is caused by events beyond their reasonable control (“Force Majeure Events”), including but not limited to:

- Natural disasters (floods, earthquakes, cyclones, fires, etc.);
- epidemics, pandemics, or outbreaks of disease;
- war, hostilities, terrorist acts, civil unrest, or sabotage;
- government restrictions, orders of court, or change in applicable law;
- Accidents, strikes, lockouts, or other labor disputes affecting performance.

2.2 In the event of a Force Majeure, the affected Party shall promptly notify the other Party in writing, specifying the nature and expected duration of the delay.

2.3 The obligations of both Parties shall be suspended for the duration of the Force Majeure event, and both Parties shall take all reasonable steps to minimize the impact and resume performance as soon as practicable.

2.4 If the Force Majeure event continues for more than [six months], either Party may, after consultation, terminate this MoU without liability.

11. Validity / Tenure

11.1 The parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organization to the extent necessary for the purposes of the implementation and operation of this MoU.

11.2 This MoU will come into force on the date stated above and will remain in force for a period of 5 years (the “Initial Period”) thereafter, unless terminated in accordance with clause 7.3. It will be subject to a review three years from the date of the signatures.

11.3 This MoU can be terminated by either party on giving at least 12 months’ notice in writing to the other during the Initial Period.

Signed at ASI on 12th day of Nov. 20²⁵ in two originals in the English language.

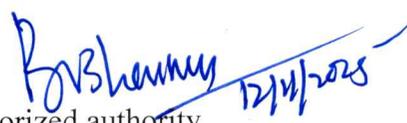
Signed by representatives of the two institutions

Signed on behalf of the Archaeological Survey of India	Signed on behalf of the Anthropological Survey of India
 Shri Yadubir Singh Rawat Director General, Archaeological Survey of India Date: यदुबीर सिंह रावत/YADUBIR SINGH RAWAT महानिदेशक/Director General भारतीय पुरातत्व सर्वेक्षण/Archaeological Survey of India धरोहर भवन/Dharohar Bhawan 24, तिलक मार्ग, नई दिल्ली-110001/24, Tilak Marg, New Delhi-110001	 Professor B V Sharma Director, Anthropological Survey of India Date:

In witness whereof the parties hereto have signed this agreement on the ...12th... in the month ofNov. 2025... year mentioned herein before.

Parties for and on behalf of ASI and the AnSI:

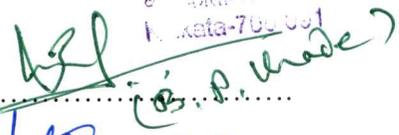
Signature authorized authority... 
 Name.....
श्री. अरविन मंजुल/Dr. ARVIN MANJUL
 Designation... **संयुक्त महानिदेशक/Joint Director General**
 भारतीय पुरातत्व सर्वेक्षण/Archaeological Survey of India
 धरोहर भवन/Dharohar Bhawan
 24, तिलक मार्ग, नई दिल्ली-110001/24, Tilak Marg, New Delhi-110001

Signature of authorized authority 
 Name... **B V SHARMA**
 Designation... **Director, AnSI**
 Seal.....
निदेशक
Director.....
 भारतीय मानवविज्ञान सर्वेक्षण
 Anthropological Survey of India
 भारत सरकार/Govt. of India
 इ एन 79, सेक्टर-IV, लेक सिटी
 EN 79, Sector IV, Lake City
 नई दिल्ली-110001
 New Delhi-110001

Witnesses (Name & Address)

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- 2 

Date .12/11/2025.....

1 
 2 
 Date .12/11/25.....

SCHEDULE 1

The parties wish to establish a cooperative relationship in transferring the human skeletal remains and advance research in the field of paleoanthropology/archaeology and other opportunities in the following areas:

1. Research collaborations in areas of common interest, for example, bio-archaeology, human osteology, stable isotope analysis and skeletal/dental histology.
2. General academic collaboration, including the transfer of resource materials (e.g., samples) and publications that are of mutual interest.
3. Create opportunities for exchange the knowledge among the staffs/ visiting scholars and research fellows.
4. Joint publications.
5. Propose and execute extension programme through organizing exhibitions.
6. Organize workshops and conferences of mutual interest to both parties.
7. Any other collaborative efforts the parties consider to be appropriate and of value from time to time.