



Memorandum of Understanding

between

University College London, UK

and

Anthropological Survey of India, Ministry of Culture, Government of the Republic of India

Memorandum of Understanding relating to cooperation in the field of research and education

This Memorandum of Understanding ("MOU") is dated 02nd August, 2024 and is made between:

- (1) **University College London**, acting through the Faculty of Social and Historical Sciences, a body corporate established by Royal Charter with number RC000631 having its registered office at University College London, Gower Street, London, WC1E 6BT, (hereinafter referred to as "**UCL**", 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 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, UCL and AnSI will be referred to individually as a "**party**" and collectively as "**parties**".

Whereas:

- (A) UCL is a public research university located in London, United Kingdom.
- (B) AnSI is an apex Indian government organization involved in anthropological studies and field data research for human and cultural aspects, working primarily in the fields of physical anthropology and cultural anthropology, while maintaining a strong focus on indigenous populations.
- (C) The parties have come to some broad understanding and wish to enter into a collaborative relationship for the general purposes of discussions and explorations of potential future activities between UCL and AnSI relating to the purpose provided in clause 1 herein below.
- (D) Accordingly, pending execution of the formal agreement to effect 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 engage in discussions pertaining to collaboration enhance the study and understanding of the collections of human skeletal remains curated by AnSI through the application of the latest methods in the field of bioarchaeology (including human osteology, skeletal/dental histology, and stable isotope analysis).
- 1.2 This partnership will provide current and future academic staff, doctoral students, and post-doctoral researchers at UCL Institute of Archaeology, which is part of UCL's Faculty of Social and Historical Sciences, and hereinafter referred to as 'IoA', and with access to the human skeletal remains under AnSI's authority in order for osteological, histological and stable isotope analyses to be undertaken to generate new data for the purposes of research that will advance our knowledge of those past populations.
- 1.3 Areas of common interest for collaboration purposes are outlined in **Schedule 1**.

2 Formal Agreement

- 2.1 The terms and conditions of any specific programme or activity shall be recorded in a formal agreement outlining the commitment of both parties and approved by the appropriate authorities within the parties before activity commences.

3 Management and Oversight

3.1 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:

3.1.1 (a) Regular communication between representatives of the parties in relation to the purpose of the MOU;

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

3.1.3 (c) Procedures for identifying and prioritising new opportunities for collaboration, including funding.

4 Confidentiality

4.1 This clause is intended to be legally binding.

4.2 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.

4.3 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.

4.3.1 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.

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

4.3.3 The restrictions in this clause 4 shall not apply to any information:

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

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

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

4.3.4 The confidentiality obligations under this MOU shall survive the termination or expiry of this MOU.

5 Intellectual Property

5.1 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.

6 Brand and Logo

- 6.1 This clause is intended to be legally binding.
- 6.2 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.

7 Contact Persons

- 7.1 Each party will designate a coordinator to manage and monitor the activities relating to the MOU, as follows:

For UCL:	For AnSI:
Dr Katie A. Hemer, Associate Professor of Bioarchaeology and Forensic Anthropology 31-34 Gordon Square London WC1H 0PY Tel: +44 20 3108 4537 Email: k.hemer@ucl.ac.uk	Professor B V Sharma, Director, Anthropological Survey of India EN-79, Salt Lake City, Sector-V, Kolkata – 700091, West Bengal, India, (INDIA). Tel: +91 9475721595 E-mail: director@ansi.gov.in, ansihead@gmail.com

8 Representations and Warranties

- 8.1 Each party hereby represents and warrants to the other party that:
- (a) it has full power and authority to enter this MOU and to perform its obligations under this MOU;
 - (b) the execution and delivery of this MOU and the performance by it of its obligations under this MOU have been duly and validly authorized;
 - (c) the execution, delivery and performance by such party of this MOU and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - (i) any applicable law; or
 - (ii) any order, judgment or decree applicable to it; or
 - (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.

9 General

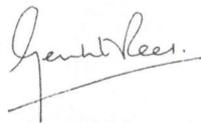
- 9.1 The parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organization to the extent necessary for the purposes of the implementation and operation of this MOU.
- 9.2 Nothing in this MOU shall be deemed to constitute a partnership between the parties or constitute any party the agent of any other party for any purpose or entitle any party to commit or bind any other party in any manner or give rise to fiduciary duties by one party in favour of any other.

- 9.3 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 9.4. It will be subject to a review three years from the date of the signatures.
- 9.4 This MOU can be terminated by either party on giving at least 12 months' notice in writing to the other during the Initial Period.
- 9.5 The terms of this MOU can be amended by mutual agreement in writing by the parties.
- 9.6 The parties agree that, save and except clause 4, clause 6 and clause 9.7 herein, which are intended to be, and are, binding agreements between the parties, the signing of this MOU does not create any legally binding obligations between the parties and is not a binding agreement on UCL or AnSI to proceed with any collaboration and will not impose any obligation or liability on either party.
- 9.7 This clause is intended to be legally binding. In the event any dispute arises between the parties out of or in connection with this MOU or the formal agreement, including the validity thereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts which shall continue for not less than 7 days, gives a notice to this effect to the other party in writing. In case of such failure, the Parties agree that any claim or controversy arising out of or in connection to this MOU or any breach thereof (not settled amicably), shall be settled by a sole Arbitrator appointed under the Arbitration & Conciliation Act, 1996. Parties further agree that the Arbitration shall be carried under the rules and procedures of Delhi High Court Arbitration Center (DAC) in New Delhi. The language of Arbitration shall be English. This MOU and/or the formal agreement shall be governed by the laws of India and the courts at New Delhi shall have the exclusive legal jurisdiction in relation to all matters arising out of this MOU.
- 9.8 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, the way consensus is reached, the mutually known interests of both parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any party and approximates the meaning of the legally invalid provision as closely as possible.
- 9.9 The terms and provisions of this MOU are intended solely for the benefit of the parties hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.
- 9.10 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.

Signed at Head Office, Anthropological Survey of India, Kolkata on 02nd day of August 2024 in two originals in the English language.

Signed by representatives of the two institutions

Signed on behalf of University College
London

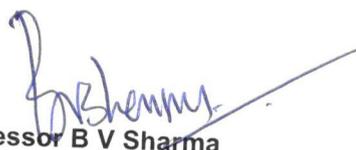


Professor Geraint Rees
Vice-Provost (Research Innovation Global
Engagement)

Date: 02/07/2024



Signed on behalf of Anthropological Survey
of India



Professor B V Sharma
Director, Anthropological Survey of India

Date: 02/08/2024

Professor Jennifer Hudson
Dean of the Faculty of Social and Historical
Sciences

Date: 17 July 2024



Professor Kevin Macdonald
Director, Institute of Archaeology

Date: 19 July 2024

SCHEDULE 1

Areas for General Discussion

The parties wish to establish a cooperative relationship in bioarchaeology, and will discuss opportunities in the following areas:

1. Research collaborations in areas of common interest, for example, human osteology, stable isotope analysis and skeletal/dental histology. No ancient DNA analysis will be undertaken at UCL.
2. General academic collaboration, including exchange of resource materials (e.g., samples) and publications that are of mutual interest.
3. Development of staff/student exchange programmes, visiting scholars programme, research fellowship programmes.
4. Joint publications.
5. Development of mobility programmes.
6. Development of joint 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.