



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

C.M.P. Degree College, Prayagraj

&

Trivenika Sanskrit Parishad, Prayagraj



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into **17th June 2022**,

BETWEEN

C.M.P. Degree College, Prayagraj represented herein by its Prof. Ajay Prakash Khare (**Principal, C.M.P. Degree College, Prayagraj**) (hereinafter referred as '**First Party**', the academic institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Trivenka Sanskrit Parishad Prayagraj (Reg. No. 905/2011-12) and represented herein by its **Prof. Anand Kumar Srivastava (President)** (hereinafter referred to as "**Second Party**", registered society which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party').

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) C.M.P. Degree College, Prayagraj.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Spoken Sanskrit Based Training, Education and Research to enhance employment opportunities and better prospects in placement of students.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Trivenika Sanskrit Parishad Prayagraj**, the Second Party is engaged in Sanskrit Research, encouraging Sanskrit Language, utilizing the invaluable knowledge of dignified scholars of Sanskrit & inculcating Sanskrit Dramaturgy.
- F) **Trivenika Sanskrit Parishad Prayagraj, (Reg. No. 905/2011-12).**

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / research, keeping in mind the

needs of the students, the SecondParty as assessed and reviewed from time to time by the parties.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in research up-gradation, innovation and competitiveness of an Sanskrit Vangmaya. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills andknowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / research methodology and suitably customize the curriculum so that the students fit into the competitive scenariomeaningfully.
- 2.3 **Research Training &Workshops:** Parishad and Institution interaction will give an insight into the latest developments / requirements of the Sanskrit Research; the Second Party to permit the Faculty and Students of the First Party to visit its workshops, research lectures and also involve in Inter-UniversityCompetitive Programs for the First Party. The research training and exposure in Sanskrit Drama provided to students and faculty through this Society will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Workshops / Lecturesfor the learners enrolled with the First Party, depending upon the availability of the same with **Trivenika Sanskrit Parishad**

Prayagraj.

- 2.4 Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Sanskrit and Dramaturgy**.
- 2.5 Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the Sanskrit research trends and subjective requirements.
- 2.6 Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting dramatical exposure/ training as per the subjective requirement considering the National Occupational Standards in concerned matter available.
- 2.7** There is no financial commitment on the part of **C.M.P. Degree College, Prayagraj**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3, INTELLECTUAL PROPERTY

- 3.1** Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4, VALIDITY

- 4.1** This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Trivenika Sanskrit Parishad Prayagraj**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Trivenika Sanskrit Parishad Prayagraj**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5, RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **C.M.P. Degree College, Prayagraj and Trivenika Sanskrit Parishad Prayagraj**, are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law.

AGREED:

For C.M.P. Degree College,
Prayagraj, U.P., Prayagraj U.P.,

For Trivenika Sanskrit Parishad

Authorized Signatory

Authorized Signatory

First Party: Prof. Ajay Prakash Khare , Principal, C.M.P. Degree College, Prayagraj	
Name of Institution	C.M.P. Degree College
Address	Prayagraj, Uttar Pradesh 211002
Contact Details	+91-9575683583
E-mails	Khare.7666@gmail.com
Web	www.cmpcollege.com

Second Party': Prof. Anand Kumar Srivastava , President, Trivenika Sanskrit Parishad, Prayagraj, U.P	
Name of Institution	Trivenika Sanskrit Parishad, Prayagraj, U.P.
Address	403, New Mumfordganj Prayagraj, U.P (211002)
Contact Details	+91-9415235638; +91-7007254092
mails	spsinghsanskrit@gmail.com

AGREED:

For C.M.P. Degree College,
Prayagraj, U.P.

Handwritten signature
C.M.P. DEGREE COLLEGE
PRINCIPAL
Signatory
Prayagraj

For Trivenika Sanskrit Parishad
Prayagraj U.P.

Handwritten signature
डॉ० आनन्द कुमार श्रीवास्तव
अध्यक्ष
त्रिवेनिका संस्कृत परिषद्, प्रयागराज
Authorized Signatory

First Party: Prof. Ajay Prakash Khare, Principal, C.M.P. Degree College, Prayagraj	
Name of Institution	C.M.P. Degree College
Address	Prayagraj, Uttar Pradesh 211002
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Second Party: Prof. Anand Kumar Srivastava, President, Trivenika Sanskrit Parishad, Prayagraj, U.P.	
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Contact Details	+91-9415235638; +91-7007254092
E-mails	spsinghsanskrit@gmail.com

Witness 1: *Handwritten signature*
17/06/2022
Department of Sanskrit
CONVENOR
C.M.P. Degree College, Prayagraj

Witness 2: मनोज कुमार
17/06/2022
DR. MANOJ KUMAR
Assistant Professor (Sanskrit)
C.M.P. Degree College, Prayagraj

Witness 3: *Handwritten signature* 17/6/2022
Dr. SATYA PRAKASH SRIVASTAVA
Assistant Professor (Sanskrit)
C.M.P. Degree College, Prayagraj

Witness 4: *Handwritten signature* 17/06/2022
DR. VIJAY BAHADUR
Assistant Professor (Sanskrit)
C.M.P. Degree College, Prayagraj