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2021

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Memorandum of Understanding

Between

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University of Mumbai's Academy of Theatre Arts, 1st Floor, Sanskrutik Bhavan, Hans Burga Road, Opp. North Gate University of Mumbai, Santacruz East, Mumbai – 400055

And

Mumbai School of Cinematic & Performing Arts LLP (MSCPA)

(For Film Making and Dance Courses)

May 18, 2021

Registrar
University of Mumbai
Fort, Mumbai-400 032.

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Memorandum of Understanding between University of Mumbai's Academy of Theatre Arts, The University of Mumbai, Sanskrutik Bhavan, Hans Burga Road, Opp. North Gate University of Mumbai, Santacruz – Chembur Link Rd, Santacruz East, Mumbai – and Mumbai School of Cinematic & Performing Arts LLP, 10, Nivetia Bungalow, Nivetia Road, Malad East, Mumbai 400097.

This Memorandum of Understanding (Mou) is made on the 18th day of May 2021 between University of Mumbai's Academy of Theatre Arts, The University of Mumbai, Sanskrutik Bhavan, Hans Burga Road, Opp. North Gate University of Mumbai, Santacruz – Chembur Link Road, Santacruz East, Mumbai 400055, Maharashtra (hereinafter referred to as "UMATA" which expression shall include its successors and assigns) of the ONE PART, and

Mumbai School of Cinematic & Performing Arts LLP having its Registered Office at 10, Nivetia Bungalow, Nivetia Road, Malad East, Mumbai - 400097 and having its campuses at Filka Building, Daftary Road, Malad East, Mumbai - 400097 & MSCPA Campus, CWC, Marve Road, Malad West, Mumbai - 400064, Basra Studio, Kandivali East, MSCPA Campus, Oshiwara Andheri and MSCPA Campus Pant nagar, Ghatkopar East, Mumbai (hereinafter called "MSCPA"), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, associates, successors and assigns) of the Other Part;

PREAMBLE

WHEREAS, The Academy of Theatre Arts was established in August, 2003. The University of Mumbai initiated this Academy keeping in mind the dearth of theatre training institutes in Mumbai, despite the city being the main centre of theatre activity in the country. The Academy has taken a long stride at national and international level within a short span of fifteen years and it has become one of the leading theatre training institutes in India. The academy is involved in training students in theatre art, dramatics, acting, production, direction, stagecraft, playwriting, theatre criticism, art administration, etc. The aim and objective UM-ATA is to create avenues of self employment for students, to prepare students for opportunities in the field of Theatre and other Performing Arts, Art Administration, Theatre Research and Education, Films, Electronic Media and Mass Communication, to inculcate training and a practical approach using modern technology in the fields of Theatre and the performing Arts, to plan and implement degree and diploma courses and conduct short-term, intensive, specialized courses as per the requirements, to execute programmes independently in collaboration and even as an extension activity in order to provide a professional training of the highest standards.

WHEREAS Mumbai School of Cinematic & Performing Arts LLP is a new age careers education institution that offers collaborative programs in career critical competencies in Film Making, Dance, Choreography, and more. MSCPA focus is on collaborating with Central, State and Private Universities, Higher Educational Institutions & Colleges in creating industry

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relevant qualifications and crafting learning experiences that help students learn, apply and demonstrate capabilities in above mentioned areas that are driving the future. MSCPA is engaged in providing technology, content, pedagogy, industry tie-ups, training, placements, counselling and consulting services and amenities to educational institutions conducting education in the Film Making & Dance Industry.

AND WHEREAS the parties have discussed and concluded the enormous potentials of their working together on educational programmes which can significantly empower the student community. The parties hitherto have decided to set forth in writing the terms and conditions of the Agreement arrived at between themselves

NOW, THEREFORE, IT IS HEREBY AGREED TO ASON 14TH MAY, 2021 BY AND BETWEEN THE PARTIES TO SIGN THIS COLLABORATION AGREEMENT AS **FOLLOWS:**

This MoU supersedes all previous correspondences, discussions, understanding and agreement on the subject matter of this MoU.

2. PERIOD OF THE AGREEMENT AND ITS EXTENSION

The duration of the Agreement shall be for a period of 5 years from the date of its signing and shall cover the five academic years from 2022-23 to 2027-28. Its validity can be extended by mutual agreement in writing by both the parties. The Agreement will be renewed for similar periods with the same terms and conditions and shall remain in force till any party decides otherwise.

3. SCOPE OF COLLABORATION

UM-ATA will offer the following courses and will technically collaborate with the Collaborator MSCPA exclusively for the below courses to students under Regular mode, Open and Distance Learning (ODL) and Online mode. Open and Distance Learning (ODL) and Online mode will be offered as per norms only after UM-ATA is allowed to offer the same with proper approval. UM-ATA and Collaborator desire to work together in the common areas of mutual interest as under:

FILMMAKING courses under the unit Mumbai School of Cinematic Arts (MSCA):

- B.A. (Hons.) / Bachelor's Degree in Professional FilmMaking
- M.A. / Master's Degree in Professional FilmMaking
- B.A. (Hons.) / Bachelor's Degree in FilmMaking
- M.A. / Master's Degree in FilmMaking
- Diploma in Cinematography (DIC)
- Diploma in Direction (DID)
- Diploma in Editing (DIE)
- Diploma in Film & Television Production (DIFTP)
- Diploma in Screenplay Writing (DISP)
- Diploma in Sound Recording & Designing (DISRD)
- Diploma in Animation, VFX & Gaming (DIAVG)
- Diploma in Film Making (DFM)

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- Post Graduate Diploma in Film Making (PGDFM)
 Dance & Choreography courses under the unit Mumbai School of Performing Arts along with Shiamak Davar Institute of Performing Arts:
- Bachelor of Performing Arts (Dance & Choreography)
- Master of Performing Arts (Dance & Choreography)
- Diploma in Dance and Choreography (DIDC) (after approval)
- Post Graduate Diploma in Dance and Choreography (PGDDC) (after approval)
- Certificate Program in Dance and Choreography (CIDC) (after approval)

UM-ATA will offer the above courses in Collaboration with MSCPA at UM-ATA campus and also use premises at Filka Building, Daftary Road, Malad East, MSCPA Campus, Oshiwara Andheri and MSCPA Campus Pant nagar, Ghatkopar East, Mumbai, MSCPA Mumbai, Basara Studio, Kandivali East, CWC, Marve Road, Malad West, Mumbai and any other place within the jurisdiction of University of Mumbai.

4. ROLES AND RESPONSIBILITIES OF UM-ATA

Roles and Responsibilities of UM-ATA

- All the above Courses Programs are offered by UM-ATA in collaboration with the Collaborator MSCPA.
- b. The Ordinances, examination scheme, fees and course content will be duly approved by the **Board of Studies (BOS)**, **Academic Council**, and **Management Council** as per University norms. UM-ATA may request the Collaborator to provide inputs in this regard, however the final decision will always rest with UM-ATA.
- c. Confirm admission and enrolment/registration of the students as per University norms and reservation rules of State Government. Issue of enrolment numbers and ID cards to the registered students. All Students enrolled will be students of UM-ATA. Entrance tests will be conducted wherever required and a final list of eligible candidates will be prepared. University departments will be given preference in admissions for all the courses.
- d. To conduct admissions, enrolment, orientation, training, assessment, evaluation, examination, etc for all the enrolled students.
- e. The theory classes and practical work on subjects will be conducted by the qualified teaching staff and the trainers recommended by the Collaborator and approved by UM-ATA. The Collaborator may recommend Experts from the Industry to UM-ATA for conducting lectures and master class.
- f. Issue provisional degree / diploma / certificate to all successful candidates within 90 days after completion of examination. Original degree / diploma / certificate will be provided after convocation. All Degrees will be provided by UM-ATA and issued by the University of Mumbai and Diploma certifications will be provided by UM-ATA with the collaborator.
- g. Arrangement of infrastructure that shall be required for running the courses at the University campus:
 - Classrooms Two dedicated Classrooms each having a seating capacity for 60 students for the first year. Two additional dedicated classrooms for second year

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- onwards. Any additional classroom or access to amenities/facilities required as per the course delivery.
- One exclusive Administrative office space having sufficient area to accommodate a
 work desk for 6 team members including One Cabin for the Centre Head and four
 cubicles for Counsellors with possibility to lay telephone, Internet lines and other
 basic facilities required for office operations.
- Provision for reasonable arrangement for Faculty members.
- Space to keep books (purchased by Mumbai School of Cinematic & Performing Arts (MSCPA) as per norms) in the Library for students' reference of MSCPA.
- Access to students to common facilities at university campus such as Canteen, Library, Sports facilities, Hostel for students, Computer Lab, Auditorium, etc.
- h. Include links to web pages of the programs under Collaboration with MSCPA on the website as well as upload the same on the website of the UM-ATA, Mumbai University from time to time. UM-ATA will include in its syllabus and in suitable promotional material, information mentioning that the various courses mentioned in Point 3 are offered by UM-ATA in collaboration with MSCPA the details will be published on UM-ATA website and a dedicated page related to the courses offered will be created on the UM-ATA website. A prominent space will be given to the Collaborator MSCPA at UM-ATA campus and offices for putting up their board, standees, banners outside and inside the campus with details of the courses offered by UM-ATA in collaboration with MSCPA for decimating information about the UM-ATA Courses to students. Adequate Administrative and counselling space in the UM-ATA Campus will be provided by UM-ATA for counselling of students for the various courses being offered.
- i. UM-ATA reserves the right to alter the curriculum with the intent to improve the quality of education with changing times. In case UM-ATA finds any malpractices, non-adherence with the UGC and/or university norms, poor academic practices, non-transparent evaluation methods, poor pedagogy practices, undue relaxations with attendance norms, UM-ATA will bring this to the notice of Collaborator which will have 90 days to remedy the above. UM-ATA will maintain an attendance list of all the students and will release the defaulter list of students from time to time. If the Collaborator is unable to remedy the above, it will lead to termination of the Agreement.
- j. The activities and progress of the work will be reviewed periodically as and when required by UM-ATA the monitoring committee appointed by the Director of the Institute and/or Registrar of University of Mumbai may visit the institute whenever required.
- k. The total number of students admitted at each campus by UM-ATA with the Collaborator will be as mentioned in Appendix I, with a possibility of taking 15% extra students to provide for student drop-outs and 15% additional students from International destinations. UM-ATA will allow and facilitate lateral intake of students from similar courses from various other Universities after following prescribed guidelines. Fees can be increased by up to 12% (Twelve percent) every year for all courses mentioned above.
- The detailed course structure for all courses is shared with UM-ATA by the collaborator.
 The courses offered by UM-ATA can have one to two semesters as an option with international tie-up for delivery of course. Charges for the additional cost for attending the international semester for students who opt for the same will be borne by the students only.

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5. ROLES AND RESPONSIBILITIES OF COLLABORATOR

- a. Counsel students on behalf of UM-ATA for various programs and direct the documents pertaining to student's admission to UM-ATA. All admitted Students will be registered students of UM-ATA.
- b. Collaborator under the instructions of UM-ATA covenants to offer skilled and professional training by providing integrated curriculum theory, projects, workshops and practical work through practical training and internships at UM-ATA campus and approved premises. If MSCPA wishes to use some other place for students workshops, it will take prior permission from UM-ATA as the courses are offered and run by them. It will be the responsibility of the Collaborator to recommend faculties to UM-ATA for maintaining teaching standards and content. The approval of faculties and content will be done by UM-ATA. Arranging for Expert Speakers from the Film Making & Dance Industry including for conducting Master Class and Other Education Sessions.
- c. Assist UM-ATA for Practical training, internships and placements tie-ups and supervision. MSCPA shall assist UM-ATA students in seeking placements after completion of the course successfully.
- Assist UM-ATA in examination paper setting and evaluation at remuneration fixed by the UM-ATA.
- e. Provide recommendation and inputs on curriculum or change thereof with the intent to improve the quality of education with changing times as and when required.
- f. Collaborator shall provide all types of services, in relation to UM-ATA's Film Making & Dance Courses, activities, including management techniques, expert knowledge in selection and recommendation of staff (teaching and non-teaching), expert know how, modern techniques in the field of film making and dance training to students, content, pedagogy, training and consulting services, practical training support, internship support, placement support and amenities pertaining to the courses offered by UM-ATA.
- g. All infrastructural facilities and manpower to run the programs will be provided by the collaborator to UM-ATA at UM-ATA campus. For this purpose, salary and other operational expenses are to be paid by the Collaborator as per understanding. The theory classes and practical work on subjects will be conducted by the qualified teaching staff and the trainers recommended by the Collaborator and approved by UM-ATA conforming to accepted UM-ATA standards. The right to approve appointment of staff members (regular and visiting), vests with UM-ATA. Collaborator shall share the draft of the advertisements with UM-ATA before publishing the same for marketing the courses offered by UM-ATA.
- h. Collaborator will be allowed to put up their board, standees, banners inside the UM-ATA campus to decimate information on the courses offered by UM-ATA.
- i. Collaborator is permitted to mention in its promotional literature that the courses mentioned in Clause 3 are run by UM-ATA in collaboration with MSCPA and its units. The Collaborator will take permission from the Registrar for usage of University of Mumbai logo. The Collaborator will market through online and offline channels and also give enquiries and counselling of all the courses offered at all India level as well as abroad through their existing centres/campus/offices. However, the actual courses will not be conducted beyond the University of Mumbai's permissible jurisdiction. UM-ATA will

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- run courses mentioned in clause 3 and other related courses exclusively in collaboration with MSCPA only.
- Collaborator shall collate and submit half yearly detailed academic and administrative reports to UM-ATA. The report shall be supported with relevant documents.
- k. Collaborator assures to maintain the attendance record. Also, collaborator will explain the students overall internal and external assessment pattern in the beginning of the semester. Collaborator will show marks awarded by UM-ATA to individual students in the internal evaluation and will take his or her signature on the same.
- In case of any dispute between Collaborator and the students necessary action can be taken by the Mumbai University only as per university rules in consultation with Collaborator.
- m. Collaborator at no point of time will use the word 'affiliated to UoM/UM-ATA' in any written or oral communication. It is expressly understood by MSCPA that the arrangement under this MOU is of Collaborative nature and it does not grant University's affiliation to MSCPA.

6. DELIVERABLES AND MILESTONES

- a. The admissions will be effective from Academic Year 2021-22 unless the collaborator decides to market operations on a later date for any of the above mentioned courses.
- b. The intake and fees will be as per approval for respective courses.
- c. The Degree and Diploma courses will help the students to secure multiple employment opportunities in the film making, dance, entertainment industry, etc. either as entrepreneurs, freelancers or full time jobs.

7. FINANCIAL TERMS AND ARRANGEMENTS

- a. The fees as approved for the courses will be collected from students in a "Designated Account named "ATA".
- b. Fees Collected (net of scholarships / waivers / discounts) for the Courses will be shared between the parties as per 7 (c) below. ("Fee Share"). Fee will be shared with UM-ATA as its aggregate share as per the Collaboration Agreement (including all payments and operation expenses towards running of the course at all the Campuses, Admission related charges, Examination fees, University charges, curriculum approval, any present and future taxes etc.) from the Designated Account.
- c. From the Amounts Collected in the Designated Account for the courses offered by UM-ATA, Bank will transfer Thirty percent (30%) to UM-ATA in its Designated Bank Account and Seventy Percent (70%) to MSCPA in its designated Bank Account pursuant to the Collaboration Agreement entered into between the Parties on a agreed basis. In case the total share of UM-ATA in an Academic year is more than Rupees Twenty Five Lacs at the above sharing, then the sharing percentage will be considered at Twenty percent as a share of UM-ATA or Rupees Twenty Five Lacs whichever is more. Any refunds/waivers/scholarships etc. will be dealt in the same proportion as Fee Share between UM-ATA and the Collaborator.
- d. The agreed assured Agreement if any, and Fee Share so collected by UM-ATA are in the nature of expenses relating to student welfare and other objectives of the UM-ATA. These welfare measures and other objectives of the UM-ATA will be provided by UM-ATA for

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the benefit of students and the public at large. The Amount collected will be used by UM-ATA against the expenses relating to student's exams, convocation & certificate distribution, contribution towards student benevolent fund, objectives of the Institution/Trust, etc.

e. Notwithstanding the above, UM-ATA with Collaborator may mutually agree from time to time to institute efficient fee management mechanisms (including appointing a Fee Collection Agent) to increase the efficiency in Fee collections. Bank Account Statement will be shared periodically between both the parties.

8. COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) has been constituted with members from University of Mumbai's academy of Theatre Arts and Collaborator MSCPA as under to ensure implementation of this Agreement. SCC will be chaired by the Vice Chancellor / Pro-VC or their nominee.

University of Mumbai's Academy of Theatre Arts	Authorities of Collaborator
VC/Pro-VC (Chairman)	Director, MSCPA
Director / I/c Director UM-ATA	Representative of MSCPA – 1
Representative of UM-ATA – 1	Representative of MSCPA – 2
Representative of UM-ATA – 2	Representative of MSCPA – 3

SCC will review the progress of the work periodically.

9. AMENDMENTS

This Agreement shall be the sole repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on UM-ATA and Collaborator unless such amendment is authorized by UM-ATA and the Collaborator, and is recorded in writing and signed by the representatives of UM-ATA and the Collaborator.

10. TERMINATION

In case it is found by two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this Agreement will be treated as terminated by a mutually agreed procedure without any liability on either parties.

Collaborator shall have no claim against UM-ATA and the University of Mumbai by reasons of such termination. UM-ATA and the University of Mumbai shall not be liable to any salary, bonus, damages or other claims of Collaborator for loss of expected profit or interest on the incomplete portions of the work/services

The termination of this Agreement shall not affect the rights and obligations of either party regarding any binding offer or firm obligation approved and agreed by either party to the other.







In case any party wishes to terminate the same, communication shall be done by giving written notice of termination to the other party of not less than nine months prior to the end of any academic year during the Initial Term. It is made expressly clear that such termination shall take effect only at the end of an academic year and not during any academic year. However, both the parties agree that all continuing obligations to students without prejudice, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

- a. Regardless of termination, all students that have enrolled for the programs prior to the date of termination shall remain entitled to complete their respective programs, appear for examinations and receive degrees/diploma from University of Mumbai. For the purpose of enforcement of this clause, this Agreement will survive termination for all such students and both Parties will continue to fulfil their respective obligations.
- b. Any termination under this agreement shall not affect the accrued rights or liabilities of any Party under this Agreement or at law and shall be without prejudice to any rights or remedies any Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this Agreement.

The Collaborator will ensure that the UM-ATA premises used by them are maintained in proper usable conditions at all times and will return the premises to UM-ATA on termination of the contract in usable condition.

11. NO LIABILITY CLAUSE

UM-ATA and the University of Mumbai shall not be responsible for any loss or damage to MSCPA in respect of the subject matter of the MoU. Neither party shall be liable to the other party for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of any possibility of such damages. Neither Party will be responsible for any loss or damage to each other in respect of the subject matter of the Agreement. Each party shall defend, indemnify and hold harmless the other party, its employees, directors, agents and its representatives from and against any and all third-party claims, damages, costs or expenses arising out of or in connection with (a) party's gross negligence or willful misconduct in performing any of its obligations under this Agreement; or (b) a material breach by a party of the terms of this Agreement

12. ASSIGNMENT

This MoU shall not be assignable by either party without the prior written consent of the other except that this agreement shall be automatically binding upon and insure to the benefit of any successor of either party.

13. INTELLECTUAL PROPERTY RIGHTS

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The rights in any intellectual property emerging out of the collaborative programme to be carried out under this Agreement, will be jointly owned by the UM-ATA and the Collaborator. This however shall not apply to the work done solely by one party.

14. SETTLEMENT OF DISPUTES

If any dispute arises between the two parties to this MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations, failing which, a reference may be made by either party to Vice Chancellor, University of Mumbai, whose decision shall bind the parties finally and conclusively.

15. CONFIDENTIALITY CLAUSE

The term 'Confidential Information' shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this Agreement or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other manner to its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this Agreement, provided that such information is designated as Confidential at the time of disclosure and reduced to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party. For the term of this Agreement, each party shall treat as confidential all information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's confidential information and shall not disclose such confidential information to any third party under this Agreement. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed by the other party under this Agreement. Breach of Confidentiality Obligations will be treated as Material Breach of the Terms of this Agreement.

16. 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(s), Lockout(s), Epidemics, Riots, Civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

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IN THE WITNESS OF both parties hereto have set their hands, the date and year mentioned

FOR AND ON BEHALF OF FOR AND ON BEHALF OF UNIVERSITY OF MUMBAI'S ACADEMY COLLABORATOR Mumbai School of OF THEATRE ARTS Cinematic & Performing Arts LLP Signature Signature Name: Name: Designation: Designation: Authorised Signator Place: Mumbai Place: Mumbai Date: May 18, 2021 Date: May 18, 2021 Witness-1 Witness-1 Witness-2 Witness-2

Appendix 1:

Course Name	Tenure	Annual Fee
B.A. (Hons.) / Bachelor's Degree in FilmMaking	3 Years	4,75,000
M.A. / Master's Degree in FilmMaking	2 Years	7,47,500
Diploma in Cinematography (DIC)	1 Year	3,25,000
Diploma in Direction (DID)	1 Year	3,25,000
Diploma in Editing (DIE)	1 Year	3,25,000
Diploma in Film & Television Production (DIFTP)	1 Year	3,25,000
Diploma in Screenplay Writing (DISP)	1 Year	3,25,000
Diploma in Sound Recording & Designing (DISRD)	1 Year	3,25,000
Diploma in Animation, VFX & Gaming (DIAVG)	1 Year	3,75,000
Diploma in Film Making (DFM)	1 Year	6,95,000
Post Graduate Diploma in Film Making (PGDFM)	1 Year	7,95,000
B.A. (Hons.) / Bachelor's Degree in Professional FilmMaking	3 Years	6,41,667
M.A. / Master's Degree in Professional FilmMaking	2 Years	9,92,500
Bachelor of Performing Arts (Dance & Choreography)	3 Years	1,90,000
Master of Performing Arts (Dance & Choreography)	2 Years	2,95,000

Note:

- Intake for each course shall be 60 Students.
- Fees as above are approved from respective authorities.

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands, the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF
MUMBAI SCHOOL OF CINEMATIC &
PERFORMING ARTS LLP
Name: Mr. Niraj Kothari Designation: Authorised Signat (SCPA)
Place: Mumbai Date: May 18, 2021
Witness-1:
Witness-2: