



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९५
17 OCT 2023
सक्षम अधिकारी

Memorandum of Understanding

श्रीमती लता सांगळी

Between

Department of Music
University of Mumbai, Cultural Centre, Santacruz (East)
Mumbai 400055
Maharashtra

And

Vrindaban Gurukul
A-1, Haridwar Marg, Juhu Versova Link Road, Andheri West, Mumbai, Maharashtra 400053

For

**Affiliation of Diploma Courses in Instrumental Music (Bansuri, Sarod, Sarangi, Shehnai,
Pakhawaj, Santoor, Jaltarang)**

September 2023

**Memorandum of Understanding between Department of Music, Cultural Centre,
Santacruz (East), Mumbai 55**

And

Vrindaban Gurukul

**A-1, Haridwar Marg, Juhu Versova Link Road, Andheri West, Mumbai, Maharashtra
400053**

This Memorandum of Understanding (MoU) is made this ----- day of -----
(month) 2023 between Department of Music, University of Mumbai, Cultural Centre,
Santacruz (East), Mumbai Maharashtra (hereinafter referred to as Music Department which
expression shall unless repugnant to the meaning or context thereof include its successors,
administrators, legal representatives and assigns of the FIRST PARTY.

AND

Vrindaban Gurukul,

A-1, Haridwar Marg, Juhu Versova Link Road, Andheri West, Mumbai, Maharashtra 400053
(hereinafter referred to as VG which expression shall unless repugnant to the meaning or
context thereof include its successors, administrators, legal representatives and assigns of the
SECOND PARTY.)

PREAMBLE

Whereas Department of Music is a premier institute training post-graduate students and
research in all leading branches of Classical Music. Department is also engaged in
collaborations with various Music related Organisations and Industries. The efforts and
emphasis of the courses taught here have been on the Performing Excellence. It blends the

traditional Guru-Shishya Parampara method of teaching with UGC Guidelines for University Teaching. Apart from regular teaching and learning, various co-curricular activities are arranged for the progress of the students.

Whereas VG is a leading Music Training Organization. It imparts serious training to music learners catering to various interests and abilities. Vrindaban Gurukul (registration number E11924 Mumbai), VG is a charitable Trust, registered under the Charity commissioner of Mumbai was founded under the guidance and leadership of the award-winning composer and flute maestro Pt. Hariprasad Chaurasia. **Vrindaban Gurukul** is a living heritage of Indian music that is inimitably built on the foundation of an ancient musical tradition of India – the Guru-shishya parampara..

And whereas Music Department and VG have been discussing informally the possibility of utilizing the expertise and facilities available at Department of Music and VG for the purpose of development of music ecosystem. It is now mutually agreed that a collaboration between the two parties be established to cover all aspects of mutual interactions.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES TO SIGN THIS MoU AS FOLLOWS:

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

b) PERIOD OF THE MoU AND ITS EXTENSION

This MoU comes into effect from the date of its signing and will remain in force for five years. Its validity may be extended by mutual agreement in writing between the parties hereto.

c) SCOPE OF COLLABORATION

Department of Music and VG desire to work together in the common areas of mutual interest as under:

Creation of following Music Programs for VG.

1 YEAR Certificate course in Instrumental Music (Bansuri, Sarod, Sarangi, Shehnai, Pakhawaj, Santoor, Jaltarang)

2 years Diploma Course in instrumental music (Bansuri, Sarod, Sarangi, Shehnai, Pakhawaj, Santoor, Jaltarang)

(a) Exchange of students and faculty at suitable level as per the convenience of both the parties.

(b) Organising Seminars/Workshops/Concerts/Music Festivals in collaboration.

(c) Collaboration in Research Activities as per the University norms.

4. ROLES AND RESPONSIBILITIES OF DEPARTMENT OF MUSIC

(a) The Department of Music along with VG would facilitate the creation of the following courses as per the University norms from time to time.

(i) Certificate Course in Bansuri.

(ii) Diploma in Bansuri.

(b) It would provide expertise and counsel to create above mentioned academic programmes in Music for VG.

(c) It would provide counsel to VG for administrative part of the courses, for e.g., admission, workflow finalising examiners, preparing results, etc., to streamline the courses.

(d) It would annually invite 5 students and 2 teachers as a part of exchange programme if both the parties find it convenient.

(e) It would initiate organisation of Seminars/Workshops/Concerts/Music Festivals in collaboration (2 collaborative programs annually).

5. ROLES AND RESPONSIBILITIES OF VG

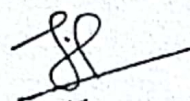
(a) VG will carry all the administrative and academic formalities and procedure involved in admission (audition tests), accepting fees payment, conducting practical theory classes, conducting both theory and practical examination, remuneration and TA of examiners, declaration of results, etc.

(b) VG will bear the entire financial expenses towards carrying out admission process, conducting Theory/Practical classes, Examination, Result preparation and declaration and other such process to carry the programmes and any other such activity involving academic or administrative activity.

(c) It would annually invite 5 students and 2 teachers as a part of exchange programme if both the parties find it convenient.

(d) It would initiate organisation of Seminars/Workshops/Concerts/Music Festivals in collaboration (2 collaborative programs Annually).

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(e) Students of Gurukul can have access to the Departmental Library, for which they will have to pay the same yearly membership fees prescribed for the students of Department.

6. DELIVERABLES AND MILESTONES

- (a) Sign MoU
- (b) Sign of on the Curriculum and related academic parameters.
- (c) Create microsite
- (d) Announce program and marketing activities
- (e) Launch

7. FINANCIAL TERMS AND ARRANGEMENTS

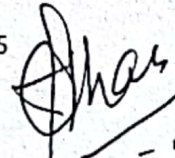
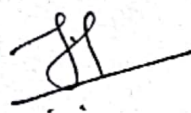
- (a) VG can have their own fee structure for the course.
- (b) Examination fees of the courses conducted by VG would be submitted to University of Mumbai.
- (c) VG will share the part of fees to the University in 70%(VG): 30%(University)ratio.
- (d) There will be no financial burden on Department of Music for payment of remuneration of the paper setters and examiners and teachers conducting the classes or any other teaching or administrative activities of any nature whatsoever.

8. COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) has been constituted with members from Department of Music and VG as under to ensure implementation of this MoU. SCC will be chaired by Vice Chancellor/Pro-VC.

SCC will review the program of the work periodically; atleast twice a year

Mumbai University	VG
VC/Pro-VC (Chairman)	Trustees of VG
Head, Department of Music, University of Mumbai	Admin incharge/Course co-ordinator
Professor,	Trustee
A Member of Management Council of the University	

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SCC will review the progress of the work periodically; at least twice a year.

9. AMENDMENTS

This MoU shall be the sole repository of the terms and conditions agreed to between the parties and no amendment there of shall take effect or be binding on Department of Music and VG unless such amendment is authorised by the University of Mumbai and VG and is recorded in writing and signed by the representatives of Department of Music and VG.

10. TERMINATION

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

Department of Music, on the advice of the University of Mumbai, may at any time, after three months' written notice, terminate the MoU in whole or in part by requiring VG to discontinue its association with any or all components of work mentioned herein, in which case VG shall have no claim against Department of Music and the University of Mumbai by reasons of such termination. Department of Music and the University of Mumbai shall not be liable to any salary, bonus, damages or other claims of VG for loss of expected profit or interest on the incomplete portions of the work.

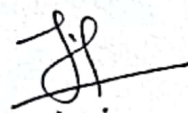
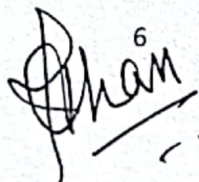
VG may terminate the MoU after three months' written notice only after clearing all dues if any. However, if the MoU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the programme to which the students have been admitted before the date of servicing the notice of termination.

NO LIABILITY CLAUSE

Department of Music and the University of Mumbai shall not be responsible for any loss or damage to VG in respect of the subject matter of the MoU.

11. 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 inure to the benefit of any successor of either party.



12. INTELLECTUAL PROPERTY RIGHTS

The rights in any intellectual property emerging out of the collaborative programme to be carried out under this MoU, will be jointly owned by the University of Mumbai and VG. This however shall not apply to the work done solely by one party.

13. SETTLEMENT OF DISPUTES

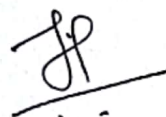
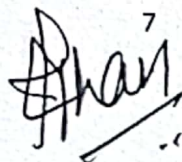
If any dispute arises between the two parties to this MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations, failing which, a reference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

14. CONFIDENTIALITY CLAUSE

Both the parties, will keep the confidentiality about the process of admission, students information, examination, results, etc., and all the disputes regarding results will be solved after the Official declaration of Results and as per the rules of the University.

The term 'Confidential Information' shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU 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 MoU, 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 MoU, 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 authorised in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorised duplication, misuse or removal of the other party's confidential information and shall not disclose such confidential information to any third party under this



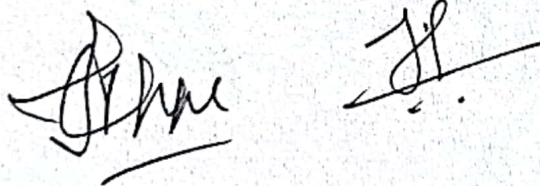
MoU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed by the other party under this MoU.

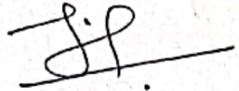
15. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligation under this MoU 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, Epidemics, Riots, 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.

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

FOR AND ON BEHALF OF Department of Music, University of Mumbai, Cultural Centre,
Santacruz (E), Mumbai-400055, Maharashtra.




Registrar,

University of Mumbai

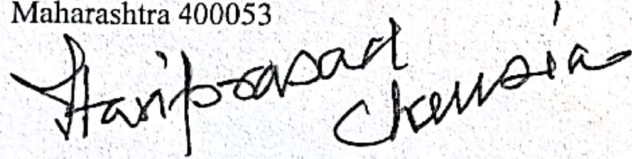
Fort, Mumbai SEP 12, 2023

witness

FOR AND ON BEHALF OF

VRINDABAN TRUST, Haridwar Marg, Juhu Versova Link Road, Andheri West, Mumbai,

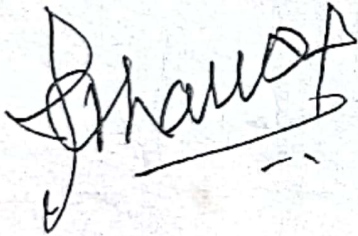
Maharashtra 400053



Pt. Hariprasad Chaurasia

Founder Trustee,

Vrindaban Gurukul.



Fort, Mumbai

Date - 29.10.23