



महाराष्ट्र MAHARASHTRA

० 2020 ० जोडपत्र - २

WY 706906



विद्या कोशगार कार्यालय, ठाणे
28 SEP 2020
प्रमुख निष्पत्ती / लिपीक

मुद्रांक विक्री नोंदवकी
प्रमुक्तकांक 56542 दिनांक 13 OCT 2020
दस्तावा प्रकार -
दस्त नोंदणी करणार आहे का ? होय/नाही
मिळकतीचे द्यावयात वर्णन -
मुद्रांक विकत घेणाऱ्याचे नाव - KALAPRANGAN TRUST
हस्त लेखन/प्रत/पत्राचे माध्यम - Mr. Karve Hospital,
पत्ता व सही - M. Q. Road, Thane (W) - 400 602
दुसऱ्या पक्षाकराचे नाव -
मुद्रांक शुल्क रक्कम - 100/500
मुद्रांक विक्रीच्या सही - (निशिन य. मांजरेकर)
मुद्रांक विक्रीचे ठिकाण/पत्ता - गंगा फौज/टायपिंग सेंटर
दुकान नं. ३४, भवानी मंदिर, कलेक्टर ऑफीस जवळ,
ठाणे (प.) - 400 609.
करणाऱ्या मुद्रांक क्रमांक - 9209090

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Memorandum of Understanding

Between

University of Mumbai's Academy of Theatre Arts, 1st Floor,
Sanskritik Bhavan, Hans Burga Road, Opp. North Gate University of Mumbai,
Santacruz - Chembur Link Rd, Santacruz East, Mumbai - 400055, Maharashtra

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And

Signature

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Signature
19/12/2020

Kalaprangan trust
3, Mayur, Khadewadi, opp. Karve Hospital,
M.G.Road, Naupada, Thane (w) 400602
Maharashtra.

This Memorandum of Understanding is made on the between University of Mumbai's academy of Theatre Arts (herein after referred to as "UM-ATA"), The University of Mumbai, Sanskrutik Bhavan, Hans Burga Road, Opp. North Gate University of Mumbai, Santacruz - Chembur Link Rd, Santacruz East, Mumbai 400055, Maharashtra (hereinafter referred to as "UM-ATA" which expression shall include its successors and assigns) of the ONE PART,

AND

Kalaprangan trust, 3, Mayur, Khadewadi, opp. Karve Hospital, M.G.Road, Naupada, Thane (w) 400602. Maharashtra hereinafter referred to as "KALAPRANGAN" having its Registered Office 3, Mayur, Khadewadi, opp. Karve Hospital, M.G.Road, Naupada, Thane (w) 400602, Maharashtra. (herein after called "Collaborator"), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors and assigns) of the Other Part;

PREAMBLE

WHERE AS, 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 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 imparting education and training in 'LOKAKALA' and performing arts.

AND WHEREAS

Kalaprangan Trust under its units is engaged in preserving and spreading authentic knowledge of primarily Bharatanatyam dance form. The trust is equally active in taking a unique initiative in exploring various dimensions of classical art forms. This initiative is accomplished by studying and implementing various psychophysical benefits of arts to common people as well as population with special needs in the society.

The parties hereto 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 BY AND BETWEEN THE PARTIES TO SIGN THIS COLLABORATION AGREEMENT AS FOLLOWS:

1. The Parties agree that this Agreement represents the complete and exclusive statement of agreement between the Parties hereto and supersedes any proposal, prior agreement, oral or written, and any other communication relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by written agreement of both of the parties hereto.

2. PERIOD OF THE AGREEMENT AND ITS EXTENSION

The duration of the Agreement shall be for a period of 5 years commencing from the date of execution by the parties. The Agreement may be renewed by the consent of both parties.

3. SCOPE OF COLLABORATION

3.1 AIMS AND OBJECTIVES

1. To encourage the study of performing arts particularly Bharatanatyam as a profession.
2. To initiate Diploma and Degree course.
3. To produce researchers and artists of high order and train & prepare teachers well versed in theory and practical aspects of Bharatanatyam
4. To develop a high standard of education and knowledge that will be beneficial for the society.
5. Setting up a book / digital / eBooks library for Performing Art students.
6. Setting up Archives of audio and video clippings of dance recitals of reputed and qualified artists who are authority of the subject.
7. Arranging seminars workshops and educational programme.
8. All other activities that directly or indirectly support the promotion and education of Bharatanatyam as a profession
9. Promotion of Indian culture particularly Hindustani / Carnatic music and Sanskrit.
10. Teaching art and Bharatanatyam therapy for intellectually disable and exceptional children, special educators and dance therapists.
11. To advocate the cause of education and to achieve it this trust shall take up the following and similar activities:



- (a) To make available educational services and facilities to public at large at reasonable rate of interest.
- (b) To encourage establishment of institution imparting education in every possible discipline including science of Yoga.
- (c) To undertake activities for social, economic, educational and classical art upliftment of public at large.

12. The overall approach will be flexible and open to accept new challenges and execute programme independently in collaboration and even as an extension activity in order to provide a professional art training model of the highest standards.

3.2 UM-ATA will offer the following courses and will technically collaborate with the Collaborator KALAPRANGAN TRUST exclusively for the courses below with proper approval.


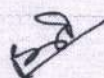
- Diploma in Bharatanatyam with aesthetic and therapeutic studies.
- Course of Dance for Special Students.

UM-ATA will offer the above courses in Collaboration with KALAPRANGAN TRUST at Mumbai University Thane Sub Campus and any other place within the jurisdiction of University of Mumbai.

4. ROLES AND RESPONSIBILITIES OF UM-ATA

Roles and Responsibilities of UM-ATA

- a. To formulate the syllabus and get it approved by the statutory bodies of the university.
- b. To provide all the relevant information and guidelines to conduct admissions, enrolment, orientation, training, assessment, evaluation, examination, etc. for all the enrolled students.
- c. To confirm admission and enrolment/registration of the students as per University norms and issue of enrolment numbers and ID cards to the registered students. All students enrolled will be students of UM-ATA. Entrance test will be conducted wherever required and a final list of eligible candidates will be prepared.
- d. To conduct examination and evaluation with Kalapranagan and declaration of results.
- e. To issue diploma / certificate to all successful candidates.
- f. To arrange for classrooms at Thane sub centre consisting of a capacity for 60 students. This space will also be used for keeping books.
- g. Include links to web pages of the programs under Collaboration with KALAPRANGAN TRUST on website as well as upload the same on the website of the UM-ATA, Mumbai University from time to time. Space will be given to the Collaborator KALAPRANGAN TRUST 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



KALAPRANGAN TRUST for decimating information about the UM-ATA Courses to current and prospective students.

- h. 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 attendance list of all the students and will release the defaulter list of students from time to time. If Collaborator is unable to remedy the above, it will lead to termination of the Agreement.
- i. The activities and progress of the work will be reviewed periodically as and when required by UM-ATA through the monitoring committee.
- j. The total number of students admitted at the campus by UM-ATA with the Collaborator will be 25 for Diploma in Bharatanatyam and 12 students for certificate course for students with special needs.

5. ROLES AND RESPONSIBILITIES OF COLLABORATOR

- a. To offer training as per UM-ATA standards.
- b. To counsel students on behalf of UM-ATA for various programs and assist in verifying the eligibility and equivalence of provisionally admitted students.
- c. To offer skilled and professional training by providing integrated curriculum theory, projects, workshops and practical work through practical training and internships at premises approved by UM-ATA.
- d. To provide all types of services, in relation to UM-ATA's 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 Bharatanatyam training to students, content, pedagogy, training and consulting services, practical training support and amenities pertaining to the courses offered by UM-ATA.
- e. To assist UM-ATA evaluation at remuneration fixed by the UM-ATA.
- f. 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 KALAPRANGAN TRUST that the arrangement under this MOU is of Collaborative nature and it does not grant University's affiliation to KALAPRANGAN TRUST.
- g. To cover salaries of experts and other operational expenses pertaining to the areas covered under the MOU.
- h. To share draft of advertisement, banners, boards, standees with UM-ATA for approval.
- i. To collate and submit half yearly detailed academic and administrative report to UM-ATA. The report shall be supported with relevant documents.
- j. To maintain the attendance record and explain to the students of overall internal and external assessment pattern in the beginning of the semester.
- k. To ensure transparent and smooth functioning of the course offered by UM-ATA.



6. FINANCIAL TERMS AND ARRANGEMENTS

Fee structure per year:

Diploma in Bharatanatyam

Particulars	Rs.
Tuition fess	12,000/-
Technical equipment practical fees	1500/-
Other expenses book facilities and workshops etc.	1500/-
Total	15,000/- per annum

Course in dance for special students

Particulars	Rs.
Tuition fess	5000/-
Total	5000/-

- In addition to tuition fees UM-ATA may collect other relevant fees as applicable.
- UM-ATA and Kalapranagan trust shall share the tuition fee in 30:70% proportion.
- Technical equipment fee and other expenses will be retained by UM-ATA. UM-ATA will utilize the funds for expenses towards technical equipments and workshops organized in consultation with Kalapranagan.

7. 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 KALAPRANGAN TRUST as under to ensure implementation of this Agreement. SCC will be chaired by Director/ I/c Director or their nominee.

University of Mumbai's Academy of Theatre Arts	Authorities of Collaborator
Director / I/c Director UM-ATA	Dr. Smt. Pallavi K. Naik
Representative of UM-ATA – 1	Shri. Kshitish S. Naik
Representative of UM-ATA – 2	Representative of Collaborator

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

8. AMENDMENTS

This MoU 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

Kalaprangan unless such amendment is authorized by UM-ATA and Kalaprangan, and is recorded in writing and signed by the representatives of UM-ATA and Kalaprangan.

9. 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 party. 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 a 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, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

- 9.1 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 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.
- 9.2 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.

10. NO LIABILITY CLAUSE

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 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 wilful misconduct in performing any of its obligations under this Agreement; or (b) a material breach by a party of the terms of this Agreement



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 insure to the benefit of any successor of either party.

12. INTELLECTUAL PROPERTY RIGHTS

Any Intellectual property of the Collaborator used for the purpose of this Agreement will continue to be the property of the Collaborator. 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 in which case the Intellectual Property rights will rest with the concerned party.

13. SETTLEMENT OF DISPUTES

If any dispute arises between the two parties to this Agreement regarding implementation of the terms of the Agreement or any other matter incidental to or connected with the subject matter of the Agreement, 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 will be binding on all parties.

14. CONFIDENTIALITY CLAUSE

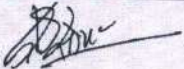

The term 'Confidential Information' shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this Agreement or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other 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.



15. 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.

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

FOR AND ON BEHALF OF UNIVERSITY OF MUMBAI'S ACADEMY OF THEATRE ARTS	FOR AND ON BEHALF OF COLLABORATOR KALAPRNGAN TRUST
Signature 	Signature 
Name: Shree. Yogesh Soman	Name: Dr. Smt. Pallavi K. Naik
Designation: Head of Department of Theatre arts, University of Mumbai	Designation: Founder Trustee, Chairman.
Place: Mumbai	Place: Thane
Date:	Date:
Witness-1	Witness-1
Witness-2	Witness-2