# A MEMORANDUM OF UNDERSTANDING



Chhatrapati Shahu Ji Maharaj University, Kanpur BY AND BETWEEN

&



Lok Evam Janjati Kala Evam Sanskriti Sansthan, Uttar Pradesh

Objective: To promote academic cooperation and exchange in the field of education, culture and research.

This MoU was signed in the august presence of Hon'ble Vice-Chancellor Prof. Vinay Kumar Pathak (Vice-Chancellor, Chhatrapati Shahu Ji Maharaj University, Kanpur) & Mr. Atul Dwivedi (Director, Lok Evam Janjati Kala Evam Sanskriti Sansthan, Uttar Pradesh)

Day & Date: 19/10/2022

# MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

### LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH

#### AND

### CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY, KANPUR (U.P.)

### Preamble:

Whereas, Chhatrapati Shahu Ji Maharaj University, Kanpur (CSJMU), established in 1966, has been on the map of higher education for more than five decades. It has over 600 affiliated colleges in 7 districts. Spreading over a campus of 264 acres, the university is booming with academic activities. While the undergraduate and post-graduate Programmes in all disciplines of Art, Science, Commerce, Law, Engineering, Management, Pharmacy, Languages, Music, Social Science and Health Sciences. The residential wing of the University has ten schools of studies viz. Engineering and Technology; Sciences; Management and Information Sciences; Creative and Performing Arts; Health Sciences; Pharmaceutical Sciences; Languages; Legal Studies; Arts, Humanities and Social Sciences; Teacher Education. It also has DeenDayalShodh Kendra and a College Development Council.

Department of Music at School of Creative and Performing Arts offers Post-graduate Programmes, Graduate Programmes, Diploma Programmes, Vocational Programmes, Certificate Programmes in Vocal, Instrumental, Kathak, Bharatnatyam, Folk Dance, Theatre. The Department endeavours to explore the various dimensions of Performing Arts pedagogy to nurture the diverse skill sets of students to specialize in the areas of performance, research and teaching. Through the curriculum designed for an array of various courses, the students shall have an opportunity to pursue their interests in the historical, textual, critical, and practical dimensions of Performing Arts and its practices and traditions.

The academic curriculum is complemented through Lectures, Demonstrations and Workshops by eminent visiting artists, seminars, conferences etc., on a regular basis. The department aims to provide an ideal learning environment to lead an aspiring Performing Arts enthusiast on the path of becoming a successful Artist or Teacher.

# LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH

Whereas, LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH with the efforts and cooperation of its various institutions organizes various types of cultural programs of eminent artists and emerging talents of national and regional level to preserve and promote the art & culture of the state.

The main aim of Department of Culture is to promote culture (Classical/ Folk Arts and Theatre) of India. CSJMU is also following the same goal. So, both will jointly make efforts to spread these Arts among students and whole society through these different awareness Programmes. CSJMU assures to Department of Culture whenever any Programme will be organized jointly here in Kanpur, then CSJMU will provide stage, sound, light and hospitality (Fooding and lodging) for invited Artists and it is expected that Department of Culture will provide funding (DA and TA remuneration etc.) for invited Artists as well as for other needful things.

Both parties felt that a sustained, synergetic and effective collaboration between LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH and the CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY, KANPUR will enhance the strength, and add value to, the efforts of each party.

The Parties therefore agree on the aims of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of research and training with this memorandum of understanding (MoU), to facilitate a formal tie-up for developing a spirit of academic co-operation with each other.

- 1. This agreement aims to promote academic cooperation and exchange of teaching and research experiences between LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH (henceforth referred to as LEJKESSUP) and the CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY (henceforth referred to as CSJMU).
- The two organizations shall cooperate in developing mutual interests on a reciprocal basis and respect for the independence and equal status of each organization.
- 3. Scope of MOU

This agreement details the terms & conditions, financial arrangements and modalities of collaboration that may involve intellectual property rights (IPR) and responsibilities and obligations of the LEJKESSUP and

### CSJMU, pertaining to the

- (i) Various Training Programmes/ Skill development Programmes/ Projects/ Research Projects/ Competitions/ Cultural and Social Programmes/ Teachers Training Programmes for the students/ faculty will be the joint efforts of **LEJKESSUP** and **CSJMU**, **Kanpur**.
- (ii) To strengthen and to improve the cultural and academic level of Indian Traditional Culture through it's art and music for various cultural concerts, academic programmes and events CSJMU wiil provide infrastructure local hospitality, lodging, fooding, stage, light and sound and LEJKESSUP will provide all funding (Events, Training Programmes, Projects) expenses and payments, honorarium of invited Guests/Artists/Resource persons/Judges etc.
- (iii) On different ceremonial occasions combined Tableau souvenir and documentary film etc. would be prepared and shown.
- (iv) CSJMU will help to make documentary films on various occasions in association with LEJKESSUP.
- (v) Telecasting/Broadcasting for programmes on the regional T.V./Radio Channels of Uttar Pradesh (with the help of DOCUP).
- (vi) CSJMU as a Host would provide local hospitality, Stage/Light/Sound/Publicity etc. including food and lodging where as LEJKESSUP would bear the honorarium and travel cost of the groups.

### 4. FORCE MAJEURE

Neither the **LEJKESSUP** nor **CSJMU** 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, strikes, lockouts, epidemics, riots, civil commotions etc., provided on the occurrence and cessation of any such event the parties affected thereby, shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure continues beyond six months, the parties shall jointly decide about the future course of action.

### 5. TERMINATION OF AGREEMENT

This agreement may be terminated by either of the parties forth with either of them commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty days of the notice in this behalf having been served on it by the other party i.e., either **LEJKESSUP** or **CSJMU** in correspondence; as the case may be. In addition to the above reasons, this agreement may be terminated forth with either of the parties voluntarily or involuntarily enters into official dilution, bankruptcy or similar recognizable proceedings or if, applications invoking such proceedings have been filed.

#### 6. DURATION

This 'Memorandum of Understanding' shall remain valid for a period of five years from the date of signing of the MoU. After this, the MoU may be terminated or may be renewed as per the circumstances.

#### 7. SETTLEMENTS

Upon termination of the agreement: All rights granted to CSJMU and The LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH hereto, shall cease to exist forthwith; except the obligation of The LEJKESSUP to keep collaborative activity in confidence, accrue donor prior to the date of such termination, make written reports and keep records, files and books, and the right of CSJMU to inspect the same.

#### 8. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this MOU shall be valid unless the same is made in writing by either the parties or their authorized representatives, specifically stating the amendment to this MoU. The modifications /changes shall be effective from the date on which they are executed; unless otherwise agreed to. In general, the MOU will be amended on yearly basis, if at all required, on mutually agreed terms.

#### 9. ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities of this MoU shall not be assigned except with the written consent of the **LEJKESSUP** and **CSJMU**, subject to such terms and conditions, as may be mutually agreed upon, by both the parties.

- 10. The details of this agreement are to be decided by mutual consultation between the two parties. Both parties understand that all terms and conditions of the above-mentioned activities as well as financial arrangements will have to be negotiated and established in separate written agreements.
- **11.** This agreement is executed in English in two original copies and each party will retain one original copy.

#### 12. SEAL OF PARTIES

Executed for LOK KALA EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN,

Executed for CSJMU, Kanpur (U.P.) by

UTTAR PRADESH by

Mr. Atul Dwivedi Director,

Lok Evam Janjati Kala Evam Sanskriti Sansthan, Uttar Pradesh

Date:

Mr.Tuhin Dwivedi

Assist. Director Culture Directorate - L pather

Prof. Vinay Kumar Pathak Vice-Chancellor

Chhatrapati Shahu Ji Maharaj University, Kanpur Nagar, Uttar Pradesh - 208024

Date:

Witness - 19 10 Prof. Sudhir Kumar Awasthi

**Pro Vice Chancellor** 

Chhatrapati Shahu Ji Maharaj University, Kanpur Nagar, Uttar Pradesh - 208024

Witness -Mr. Shubham Verma

Assistant Professor Chhatrapati Shahu Ji Maharaj University, Kanpur Nagar, Uttar Pradesh - 208024