

A MEMORANDUM OF UNDERSTANDING



**Uttar Pradesh
Rajarshi Tandon
Open University,
Prayagraj**



**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. Seema Singh** (Vice-Chancellor, Uttar Pradesh Rajarshi Tandon Open University, Prayagraj) & **Mr. Atul Dwivedi** (Director, Lok Evam Janjati Kala Evam Sanskriti Sansthan, Uttar Pradesh)

Day & Date:

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
LOK EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR
PRADESH
AND
UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY,
PRAYAGRAJ**

Preamble:

Whereas, The **U.P. Rajarshi Tandon Open University, Prayagraj** established under the Act No. 10/1999 of U.P. Government Legislature is the only State Government University of Open and Distance Learning (ODL) mode. The University is committed and dedicated to increasing access to quality higher education through appropriate use of open and distance learning methods and

lifelong learning opportunities through its 12 regional centers and more than 1,200 study centers across the State. The University is dedicated to facilitate and promote studies and research in emerging areas of higher education with focus on new frontiers in science, arts and social sciences, agriculture, commerce and management studies, health sciences and non-conventional energy sources to achieve excellence in these and connected fields.

The mission of the University is to make efforts to reach larger segments of the stakeholders, who might otherwise have never had the opportunity to study, such as disadvantaged students from remote areas, women engaged in family affairs, the aged citizens, who could not complete their education, transgender, defense personnel, corporate executives and prisoners to enroll to grasp educational opportunity and social justice, by providing access to higher education.

The vision and mission of the University are reflected in the academic programmes being carried out by the University. The human resource objective is pursued through formal curricular activities, directed towards enlarging the knowledge base, developing the natural spirit of enquiry, and refining the analytical skills, intellectual creativity, technical dexterity and professional competence of students. All out efforts have been made to follow an immaculate process in designing and developing a curriculum that would comply with international standards and uniqueness of regional and national demands. UPRTOU offers Ph.D, PG, UG, PG Diplomas, Diplomas, Certificates & Awareness programmes. All courses are based on Choice Based Credit System (CBCS). Professional courses offered by university are MBA, MCA, B.Ed., B.Ed. (Special Education) and Post Graduate Diploma programmes.

LOK EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH

Whereas, LOK 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. UPRTOU 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. UPRTOU assures to Department of Culture whenever any Programme will be organized jointly here in Prayagraj, then UPRTOU 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 EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH** and the **UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY, PRAYAGRAJ** 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 EVAM JANJATI KALA EVAM SANSKRITI SANSTHAN, UTTAR PRADESH** (henceforth referred to as **LEJKESSUP**) and the **UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY, PRAYAGRAJ** (henceforth referred to as **UPRTOU**).
2. 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 **UPRTOU**, 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 **UPRTOU, Prayagraj**.
- (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 **UPRTOU** will 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) **UPRTOU** will help to make documentary films on various occasions in association with **LEJKESSUP**.

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- (v) Telecasting/Broadcasting for programmes on the regional T.V./Radio Channels of Uttar Pradesh (with the help of DOCUP).
- (vi) UPRTOU 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 UPRTOU 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 UPRTOU 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 UPRTOU and The LOK 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 UPRTOU 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

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

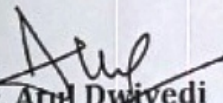
The rights and/or liabilities of this MoU shall not be assigned except with the written consent of the **LEJKESSUP** and **UPRTOU**, subject to such terms and conditions, as may be mutually agreed upon, by both the parties.

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.

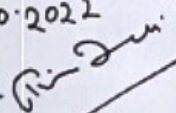
11. This agreement is executed in English in two original copies and each party will retain one original copy.

12. SEAL OF PARTIES

Executed for LOK KALA EVAM JANJATI
KALA EVAM SANSKRITI SANSTHAN,
UTTAR PRADESH by



Mr. Atul Dwivedi
Director,
Lok Evam Janjati Kala Evam
Sanskriti Sansthan, Uttar Pradesh

Date: 19.10.2022



Witness 1- Mr. Tuhin Dwivedi
Asst. Director
Culture Director.

Witness 2-

Executed for UPRTOU, Prayagraj
(U.P.) by


Prof. Seema Singh
Vice-Chancellor
Uttar Pradesh Rajarshi Tandon
Open University, Prayagraj

Date:


Prof. P. P. Dubey
Registrar
Uttar Pradesh Rajarshi Tandon
Open University, Prayagraj