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AP 458284

Serial No:937
Purchased By :
PASUMARTHY KESAVA PRASAD
S/O SUBRAHMANYA SASTRY
KUCHIPUDI

Denomination: 100
For
THE REGISTRAR
KRISHNA UNIVERSITY
MACHILIPATNAM

Date 08-04-2019

Stamp S. no AP 458284
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Sub Registrar
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MEMORANDUM OF UNDERSTANDING

BETWEEN

KRISHNA UNIVERSITY, MACHILIPATNAM

WITH

M/s. AKHILA BHARATA KUCHIPUDI NATYA KALA MANDALI
KUCHIPUDI KRISHNA DT 521136, A.P.

No. of pages in the MoU: 08

1.1 Krishna University, Machilipatnam, represented by its Registrar Prof. Smt. N.Usha (hereinafter referred to as FIRST PARTY) and M/s. Akhila Bharata Kuchipudi Natya Kala Mandali, Kuchipudi, Krishna Dist. 521136, A.P. represented by its Founder Secretary Mr. P. Kesava Prasad (hereinafter referred to as SECOND PARTY), met on 28.03.2019 at 10.a.m., at the Office of the Registrar, Krishna University, mutually agreed in principle to sign the MOU on the following issues. Both of them together herein after called the PARTIES. Accordingly, the two PARTIES enter into a Memorandum of Understanding on 28.03.2019 and agree to the following terms and conditions.

[Signature]
Secretary / Treasurer
Akhila Bharata Kuchipudi Natya
Kalamandali. (Regd.)
- KUCHIPUDI,

[Signature]
REGISTRAR
KRISHNA UNIVERSITY
RUDRAVARAM (V)
MACHILIPATNAM - 521 004
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[Signature]
28/03/2019
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2.0 Duration of the Agreement

2.1	This agreement shall be in force for a period of two years from the date of this agreement and covers two academic years initially from the academic year 2018-19 and subject to renewal before the expiry of two years period.
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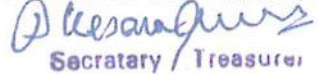
3.0 Preamble

3.1	WHEREAS the PARTIES have, agreed for conducting the below courses IN Kuchipudi Dance 1. Kuchipudi Natyam - Certificate Course - One-year- Tuition Fee Rs.10,000 per academic year 2. Kuchipudi Natyam - Diploma - One-Year Course - Tuition Fee Rs. 12,000 per academic year 3. Kuchipudi Natyam - Post Graduate Diploma (Sutradhar) - One-year - Tuition Fee Rs.16,000 per academic year. 4. MPA (Master of Performing Arts) (Kuchipudi Natyam)-Four Semesters - 2-years - Tuition Fee Rs.24,000 per academic year 5. Kuchipudi Natya Sangeetam - Diploma course - One-year - Tuition Fee. Rs.6,000 per academic year
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4.0 Scope of the Memorandum

4.1	The FIRST PARTY and the SECOND PARTY agree to collaborate in all academic activities connected with the course.
4.2	The PARTIES hereby agree to follow the Regulations & Syllabi for the Course as shown in Annexure A, which has been approved by the competent authorities of the both the PARTIES.
4.3	The PARTIES agree that the course is offered by the FIRST PARTY under yearly system with self supporting mode and also agree to recognize as a certificate course which will be conducted by the SECOND PARTY.
4.4	The course shall be conducted on full time basis as mutually agreed upon by the PARTIES.

5.0 Duration of the course:


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5.1	The duration of the course shall be one year consisting of year wise system with the performance evaluated on marks.
5.2	For the conduct of the course, Mr. P.Kesava Prasad, as a Co-ordinator nominated by M/s. Akhila Bharata Kuchipudi Natya Kala Mandali, Kuchipudi, shall be the Authorized Agency for the FIRST PARTY .
5.3	For the conduct of the course, a Course Director or Representative nominated by the vice-Chancellor of Krishna University shall be the Authorized Agency for the SECOND PARTY .

6.0 Course structure and content:

6.1	The FIRST PARTY prepared the structure of the course, syllabi and scheme of the examination through the standard procedures which has been adopted by the SECOND PARTY . Further, it came into effect from 2015-16 onwards.
6.2	The FIRST PARTY shall take two representative(s) of the SECOND PARTY into the Board of Studies/Expert committee constituted for development of course structure, syllabus and scheme of examination.
6.3	The course co-ordinator and course director shall implement the teaching of course content developed by the FIRST PARTY .

7.0 Skill Development

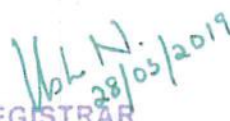
7.1	Both the PARTIES agree to introduce practical training along with theory in the course. These components will be evaluated through 4 reviews treating them on par with internal examination of regular courses. Also, at the end, it will be assessed through external examination will be in accordance with the syllabi drafted by the Board of Studies met on 30.04.2018 and approved by the Vice-Chancellor and also subject to the ratification of Academic Senate to be held in May, 2019.
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8.0 Practical Training Certificate:

8.1	Both the PARTIES agreed to give certificate by M/s. Akhila Bharata Kuchipudi Natya Kala Mandali, Kuchipudi, Krishna dist - 521136, AP and/or Krishna University, Machilipatnam in addition to the other traditional certificates, marks/grade lists usually provided by the Krishna University to the students admitted from 2014-15 onwards.
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9.0. Venue of the course

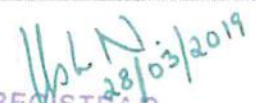
9.1	The venues shall be used for the conduct of the course. The theory subjects shall be taught at Krishna University campus, Machilipatnam and the practical, E.P.L components/industrial training/internship programmes shall be taken up at Kuchipudi at Akhila Bharata Kuchipudi Natya Kala Mandali, Kuchipudi, Krishna. The duration of the course to be take up on each campus will be decided depending on the course content and practical training etc. With the mutual consent of both the PARTIES .
9.2	When the course is conducted at Akhila Bharata Kuchipudi Natya Kala Mandali, Kuchipudi, Krishna the SECOND PARTY shall provide class room(s) and such other facilities required without any charges to the FIRST PARTY .
9.3	The SECOND PARTY shall provide the equipment, instruments available within their premises for the conduct of practical classes programmes free of cost.
9.4	Remuneration to the staff of Akhila Bharata Kuchipudi Natya Kala Mandali, Kuchipudi, Krishna and other industry based staff for conducting classes shall be fixed by the FIRST PARTY in consultation with the SECOND PARTY by following the rules and regulations of Krishna University.

10.0 Notification of the course

10.1	The PARTIES shall mutually decide upon all matters connected with the issue of the notification of the course for the information of the public.
10.2	Before making the notifications as mentioned in para 8.1 the course director shall obtain written approval of the draft of the notification, application format etc., from the Registrar, Krishna University.
10.3	At the time of notification of the course, the course director shall make available the approved syllabus and the curriculum of the course for the information of the interested public.
10.4	The expenditure connected with the printing, issuance of the notification and such other matters relating to the course shall be met by the FIRST PARTY .
10.5	The format for the application form seeking admission to the course shall be framed by the course director with the written approval of the Registrar, Krishna University.
10.6	The responsibility of printing the required number of the application forms shall vest with the course director following the conditions agreed upon by the FIRST PARTY . These conditions shall be reviewed at the end of the each academic year. The format and the number of application forms to be printed shall be taken up with the written approval of the Registrar of the University.
10.7	All the expenses connected with the preparation of the syllabus and curriculum and the notification shall be met by the FIRST PARTY .


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11.0 Fees for the application form and for the course.

11.1	The application forms shall be supplied by the university and the cost of application shall be fixed by the FIRST PARTY .
11.2	The tuition fees and other fees to be paid by students for course shall be fixed as per the norms of the FIRST PARTY and shall be shared in 40:60 ratio by the FIRST PARTY and SECOND PARTY respectively at the beginning of the course.
11.3	The cost of the application form, tuition fee and other fees for the course shall be paid by the student in the form of a Demand Draft drawn on a schedule bank in favour of the Registrar, Krishna University/online challan to the notified account of Krishna University, as is decided by Krishna University. The entire fees collected other than tuition fee will be retained by the University.
11.4	The fees paid shall not be refundable under any circumstances.
11.5	The PARTIES reserve the right for admitting the candidates and refuse admission without assigning any reason thereof.

12.0 Responsibilities of the **PARTIES**.

12.1	The course director shall be responsible to co-ordinate with the university for admission process.
12.2	The course Director shall be responsible to send the fees received (both the application fees and the Registration fees) to the Registrar, Krishna University as soon as they are received.
12.3	The Course Director shall be responsible to conduct the entrance examination if necessary as per the regulations and procedures laid by the university.
12.4	The maximum number of students to be admitted to the course shall be decided by the FIRST PARTY in consultation with the SECOND PARTY .
12.5	The course director shall be responsible for conducting the course in coordination with the authorized agency of the SECOND PARTY .
12.6	The Course Director & Course Co-ordinator shall be responsible for providing hands on training for the students at the premises of the industry and university. The Course Director & Course Co-ordinator shall be responsible for providing adequate and appropriate classrooms at the premises of the industry and university. The course director shall be responsible for providing the materials, stationary, reading materials and library facilities etc. For the course.


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13.0 Faculty

13.1	The Course Director & Course Coordinator shall be jointly responsible for providing the faculty for the course. While deciding the faculty for the course wherever possible and applicable, faculty from the both the PARTIES shall be included on mutual consensus.
13.2	The remuneration to the faculty shall be paid by the SECOND PARTY as per the norms of the university.

14.0 Monitoring the course :

14.1	The PARTIES, periodically, once in three months, shall meet and prepare reports in writing on the progress of the course and signed by them. Copies of the reports shall be sent to the university.
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15.0 Miscellaneous:

15.1	The Course Director shall recommend and make payments like remuneration for the guest faculty and other miscellaneous expenditure as per the approved rate of the university to the SECOND PARTY .
15.2	The Course Director shall prepare a progress report on the course at the end of each semester or for a period of six months.

16.0 Conduct of examination and award of degrees

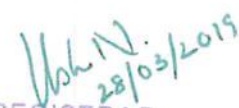
16.1	Krishna University shall conduct the examinations as per the rules of the university and award the degrees to the successful candidates.
16.2	The Course Director & Course Coordinator shall be jointly responsible for computing the internal assessment component submitted by the teachers.

17.0 Renewal and termination of agreement

17.1	This agreement shall be renewed at least before the expiry of two years, and a fresh agreement shall be signed by both the PARTIES.
17.2	This agreement shall be terminated at any time by either party by giving 30 clear days of written notice to that effect, giving reasons thereof. However the termination of the course shall come into force from the subsequent academic year only.
17.3	The PARTIES shall abide to the condition that the termination shall not affect the ongoing course, which shall be fully completed as per the agreement


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18.0 Intellectual property rights (IPR)

18.1	The intellectual Property Rights in the results arising from the course under this agreement, if any, which has the potential of commercial or otherwise importance shall be vested with both the PARTIES.
18.2	The PARTIES agree that they shall not take any action which will jeopardize securing Intellectual Property Rights for the results arising out of the course.

19.0 Force Majeure

19.1	Neither party shall be held responsible for non-fulfillment of their respective obligations under this memorandum due to the exigency of one or more of the Majeure event such as but not limited to acts of God, War, Flood, Earthquakes, strikes, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such event the party effected thereby shall give a notice in writing to other party within one month of such occurrence or cessation. If the Majeure conditions continue beyond six months, the PARTIES shall jointly and amicably decide about the future course of action to be taken.
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20.0 Amendment of the memorandum:

20.1	No amendment/s or modification/s of this memorandum shall be valid unless the same to be made is in writing by the PARTIES specifically stating the same has to be an amendment of this memorandum and agreed by the PARTIES.
20.2	The amendment(s) / medication(s) shall be effective from the date on which they are executive by the PARTIES.

21.0 Notices:

21.1	All notices and other communications required to be served on the PARTIES under this memorandum shall be considered to be served if the same shall have been delivered to, left with or posted by registered mail to the PARTIES at as its last known address of business.
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22.0 Settlement of disputes

22.1	The PARTIES agree that any dispute arising out of this memorandum shall be resolved amicable by mutual consultations.
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28/03/2019

22.2 In the event the PARTIES are not successful in resolving any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrators or umpire, as the case may be, shall be final and binding on both PARTIES. The venue of arbitration shall be at Machilipatnam and the arbitration proceedings shall take place as per the provisions of the Indian Arbitration and Conciliation Act 1996.

Handwritten: N. 28/03/2019
(N. USHA)
Registrar
Krishna University,
Machilipatnam
Krishna District 521001
for FIRST PARTY

REGISTRAR
KRISHNA UNIVERSITY
MACHILIPATNAM-521 001
ANDHRA PRADESH

Witness

- Handwritten: [Signature] 28/03/2019*
- Handwritten: [Signature] 28/3/19*

Handwritten: P. Kesava Prasad
(P. KESAVA PRASAD)

Founder-Secretary
Akhila Bharata Kuchipudi Natya Kala Mandali
Kuchipudi
Krishna District 521001
for SECOND PARTY

Secretary / Treasurer
Akhila Bharata Kuchipudi Natya
Kalamandali. (Regd.)
KUCHIPUDI.

Handwritten: [Signature]
REGISTRAR
KRISHNA UNIVERSITY
RUDRAVARAM (V)
MACHILIPATNAM - 521 004
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