

Memorandum of Understanding

BETWEEN

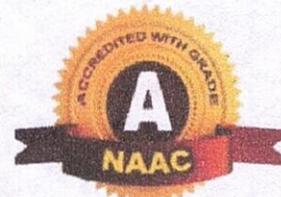


**DELHI COLLAGE OF ART, located at
Head office , S-31, Parampuri Uttam
Nagar Delhi -110059**

&



**SWAMI VIVEKANAND
SUBHARTI
UNIVERSITY**
UGC Approved Meerut



Swami Vivekanand Subharti University

Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut - 250002

MEMORANDUM OF UNDERSTANDING

1- Preamble:

This Memorandum of Understanding (MoU) is entered into by and between Delhi Collage of Art, B-2/77, Safdarjung enclave New Delhi--110029, and Swami Vivekanand Subharti University, Meerut, to establish a framework for collaboration in the fields of academics, research, skill development, and cultural exchange. This MoU reflects the mutual intent of both parties to work together in areas of shared interest, leveraging their respective strengths to enhance knowledge, innovation, and institutional growth. While this document is not legally binding, it signifies the commitment of both parties to cooperate in good faith to achieve the objectives outlined herein.

2- Parties Involved:

This Memorandum of Understanding (MoU) is entered into on 20.03.2024, 2024, by and between:

DELHI COLLAGE OF ART, is located at Head Office, S-31, Parampuri, Uttam Nagar, Delhi - 110059, acting through its Registrar (hereinafter referred to as "Delhi Collage of Art"), Throughout this Agreement, the term "First Party" or "Delhi Collage of Art" shall refer to Delhi Collage of Art in its capacity as the First Party, unless expressly stated otherwise.

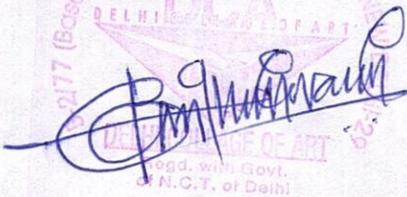
AND

Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, acting through its Registrar (hereinafter referred to as "SVSU" or the "Second Party"), Throughout this Agreement, the term "Second Party" or "SVSU" shall refer to Swami Vivekanand Subharti University in its capacity as the Second Party, unless expressly stated otherwise.

Both Parties may be referred to individually as a "Party" and collectively as the "Parties."

Whereas the parties desire to memorialize certain terms and conditions of their anticipated endeavour, Now Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

3. Purpose Scope and Objectives- The Memorandum of Understanding (MoU) aims to establish a collaborative framework between Delhi Collage of Art, and Subharti University to enhance academic, research, and cultural cooperation. This partnership will focus on leveraging the strengths of both institutions to promote innovation, knowledge sharing, and resource exchange in areas of mutual interest. Provide industrial training and serve as the industrial collaborating partner for academic programs like:


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- Bachelor of Fine Arts (Painting, Applied Art, Sculpture)
- Master of Fine Arts (Painting, Applied Art, Sculpture)
- Diploma in Painting

Scope:

1. Academic Exchange
2. Research Collaboration
3. Skill Development Programs
4. Resource Sharing:
5. Cultural and Social Initiatives

This scope ensures a broad framework for cooperation while allowing for flexibility in developing specific projects and activities.

Note: Prior to the implementation of any activities, the Parties shall engage in discussions to assess the opportunities and challenges involved. Based on these deliberations, the Parties will proceed to undertake specific activities under the Memorandum of Understanding (MoU) aligned with mutually agreed objectives and expected outcomes.

Objectives- Objectives of the MoU:

The primary objectives of this MoU are as follows:

1. **Strengthen Academic Excellence:** Create opportunities for academic growth through joint programs and collaborative teaching initiatives.
2. **Promote Research and Innovation:** Drive innovation by pooling intellectual and infrastructural resources for high-impact research.
3. **Enhance Skill Development:** Equip students and faculty with industry-relevant skills through experiential learning and hands-on training.
4. **Encourage Knowledge Dissemination:** Facilitate the exchange of ideas and expertise through joint seminars, conferences, and publications.
5. **Foster Institutional Growth:** Build a sustainable partnership that contributes to the long-term development of both universities.



4. Role and Responsibilities:

Institution-1 Delhi Collage of Art agrees to:

S. No.	Role/Responsibility	Details
1	Academic Collaboration	Facilitate faculty and student exchanges, and develop joint degree or certification programs. To establish a formal academic collaboration between Delhi Collage of Art and Swami Vivekanand Subharti University (SVSU) for jointly delivering programs like Bachelor of Fine Arts, Master of Fine Arts, and Diploma in Painting.
2	Fee Submission	Ensure the Timely Submission of the Fees of the students enrolled through MOU Programme. Students taken admission in proposed programs will follow all university norms for fee submission and late fee fine. Students should submit their fee online through the University portal. DD/NEFT/RTGS shall not be accepted from the students.
3	Examination and Assessment Support	Help prepare students for assessments and coordinate examinations. Work with SVSU in conducting exams, ensuring proper evaluation, and collecting examination fees from students.
4	Research Partnership	Co-lead research projects, provide access to research infrastructure, and publish joint outcomes.
5	Capacity Building	Conduct workshops, training, and faculty development programs for skill enhancement.
6	Cultural and Community Engagement	Organize cultural events and outreach programs to promote social and academic collaboration.
7	Resource Sharing	Share access to academic resources such as e-learning platforms, libraries, and specialized equipment.
8	Monitoring and Evaluation	Assign coordinators to monitor progress, provide feedback, and ensure compliance with the MOU.
9	Compliance and Sustainability	Follow regulatory and ethical guidelines and foster long-term sustainability of the partnership.

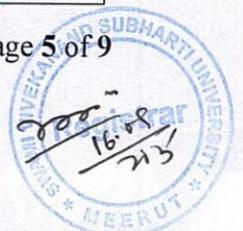

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SWAMI VIVEKANAND SUBHARTI UNIVERSITY
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Institution-2: SVSU agrees to:

S. No.	Role/Responsibility	Details
1	Academic Collaboration	Facilitate faculty and student exchanges and contribute to the development of joint academic programs. To establish a formal academic collaboration between Delhi Collage of Art and Swami Vivekanand Subharti University (SVSU) for jointly delivering programs like Bachelor of Fine Arts, Master of Fine Arts, and Diploma in Painting.
2	Revenue Sharing	Share program revenue with Delhi Collage of Art New Delhi, as per the agreed ratio 60:40. SVSU will disburse 40% of the program fee, inclusive of referral discounts, scholarships, and applicable taxes, in accordance with the agreed terms to Delhi Collage of Art New Delhi.
3	Examinations and Evaluation	Conduct semester examinations and evaluations. Organize, schedule, and evaluate student performance through semester exams, ensuring timely assessments and results.
4	Awarding Degrees	Confer degrees to successful students. Award official degrees and certifications to students who successfully complete their respective Fine Arts and Interior Design programs.
5	Curriculum Ownership	Maintain ownership of course content and curriculum. Ensure the curriculum meets academic standards, and retain ownership of course content, including any verification through UGC.
6	Research Collaboration	Support joint research initiatives by providing research facilities, data, and local expertise.
7	Skill Development Programs	Organize and participate in workshops, seminars, and training sessions to enhance knowledge and skills.
8	Infrastructure Sharing	Provide access to university facilities, such as classrooms, laboratories, and libraries, for collaborative activities.
9	Community and Outreach Activities	Collaborate on social and community engagement programs to address local and societal challenges.
10	Resource Support	Share digital and physical resources, such as learning materials, databases, and tools, to support mutual objectives.
11	Monitoring and Reporting	Appoint coordinators to track the progress of MOU activities and submit periodic performance reports.


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12	Regulatory Compliance	Ensure adherence to relevant regulations, ethical practices, and institutional policies for all collaborative initiatives.
13	Promotion of Partnership	Promote the partnership through joint branding and outreach to stakeholders to enhance visibility and engagement.

- 5. Financial Term:** Each Party shall be responsible for its own expenses unless otherwise mutually agreed in writing prior to initiating any collaborative activity that entails financial commitments.
- 6. Duration and Termination:** This MoU shall remain effective for five (5) year from the date of signing and may be renewed upon mutual written agreement of both Parties. Either Party may terminate this MoU with six (6) months' prior written notice, provided that ongoing projects are completed or mutually settled upon termination.
- 7. Confidentiality:** Each Party agrees to keep confidential all information exchanged in connection with research activities under this Memorandum of Understanding (MoU). "Confidential Information" includes technical, business, marketing, policy, and other relevant data disclosed by one Party to the other. Each Party will prevent any third-party disclosure of such information. These confidentiality obligations will remain in effect for two (2) years after the termination of the MoU.
- 8. Intellectual Property:** The intellectual property rights of each Party, including but not limited to copyrights, trademarks, patents, and trade secrets, shall remain solely with the respective Party. Neither Party shall use the other Party's intellectual property without prior written consent, and nothing in this MoU shall imply a transfer of ownership.
- 9. Liability :** Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from (a) any breach of this MoU by the indemnifying Party, or (b) any act or omission by the indemnifying Party in connection with the performance of its obligations under this MoU, except where such claims, damages, or liabilities are caused by the gross negligence or willful misconduct of the other Party. Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this MoU, regardless of prior notice of the possibility of such damages.
- 10. Waiver:** The failure of either Party to enforce any provision of this MoU or to require the performance of any obligation under this MoU by the other Party shall not be deemed a waiver of such provision or obligation, nor shall it affect the validity or enforceability of this MoU. Any waiver of a provision or obligation by either Party must be explicitly set


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forth in writing and shall not be construed as a waiver of any subsequent breach or default of the same or any other provision of this MoU.

- 11. Severability:** If any provision of this MoU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this MoU, and the remaining provisions shall continue in full force and effect, unaffected by the invalidity or unenforceability of the severed provision. The Parties further agree to negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that closely reflects the original intent and purpose of the severed provision, to the extent permitted by applicable law.
- 12. Amendments and Modifications:** Either Party may request in writing a revision, Variation or Amendment of this MOU. Any such revision, variation of amendment agreed to by Parties shall be in writing and shall form part of this MOU. Such revisions, variation of amendment shall come into force on such date as may be determined by the Parties.
- 13. Notice:** Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered or certified mail with return receipt requested, sent by a recognized courier service, or sent via email to the addresses or email IDs of the Parties as specified in this Agreement or as subsequently updated by written notification. Notices delivered personally shall be effective upon delivery; those sent by registered or certified mail shall be deemed received three (3) business days after mailing; those sent via courier service shall be effective on the delivery date confirmed by the courier. Notices sent via email shall be deemed effective upon receipt of an acknowledgment or reply email from the recipient Party. Either Party may update its address or email for notices by providing written notice to the other Party in accordance with this clause.

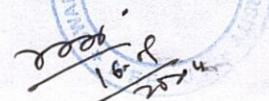
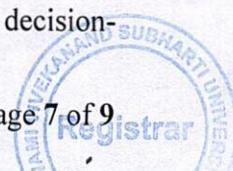
Delhi Collage of Art Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Ms. Renu Gupta	Centre Head and coordinator	Delhi collage of art B-2/77,Safdarjung enclave New Delhi--110029	9911109798	delhicollageofart@gmail.com renudcal@gmail.com

Swami Vivekanand Subharti University, Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Prof./Dr. Pintu Mishra	Dean/Principal	NBSCFF, SVSU, Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut	9639010203	finearts@subharti.org

- 14. Implementation-** Each Party shall designate an authorized representative with decision-making authority to oversee and implement this MOU.




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Delhi Collage of Art MOU Activity Coordinator			
Name	Designation	Mobile Number	e-mail
Ms. Ritika Verma	Centre head and activity head	9654615495	Email:delhicollegeofart@gmail.com ritika.delhicollegeofart@gmail.com

SVSU MOU Activity Coordinator			
Name	Designation	Mobile Number	e-mail
Ms. Shradha Yadav	Assistant Professor	7060129214	Shradhayadav.rao@gmail.com

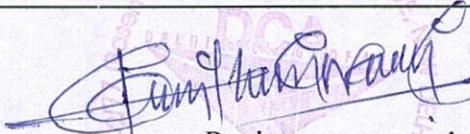
15. Dispute Resolution: In case disputes cannot be resolved through mutual consultation within 60 days, the dispute shall be referred to arbitration, conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall take place in Meerut, and the proceedings shall be conducted in English.

16. Governing Law and Jurisdiction: This agreement shall be governed by the Indian Law and in the event of any unsettled disputes arising hereunder the Court in Meerut alone will have jurisdiction to entertain and decide the same.

17. Signatories:

In witness whereof, the Parties have executed this document on the day of 5th August, 2024.

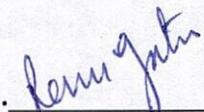
For and behalf of the


Registrar
Delhi Collage of Art at B-2/77,
Safdarjung enclave
New Delhi--110029

For and behalf of the

Gp Capt M. Yakoob (Retd.)

Registrar
Swami Vivekanand Subharti
University

1. 

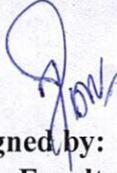
In the presence of

1. 

Date :

Place : Meerut

18. Annexures / Schedules / Attachments:

A handwritten signature in blue ink, appearing to be 'A. D. W.', is written over the text 'Countersigned by:'. The signature is stylized and somewhat illegible.

**Countersigned by:
Dean of the Faculty**