



SACHIN DEBBARMAN MEMORIAL GOVT. MUSIC COLLEGE

Lichubagan, Agartala, Pin-799010

Website: -<https://www.sdmgovtmusiccollege.in> Email: - sdmgovtmusiccollege@gmail.com

No.F.2(15)-SDMGMC/IQAC/2014/ 195(2)

Dated, Agartala, 6th/August/2021

To

✓ The Director
Tripura Tribal Research and Cultural Institute
Tribal Welfare Department
Agartala, Tripura.

Subject: – Signing of Memorandum of Understanding between Tripura Tribal Research and Cultural Institute and Sachin Debbarman Memorial Govt. Music College on Cultural Exchange.

Sir

With reference to the subject cited above, I would like to state that anticipating the future prospects, it has been observed that a MoU between the two institutions will surely be beneficial for both the institutions for the long term following which various cultural exchange programmes may be organized for the development of the institutions mutually.

With regards.

Encl – Draft format of the MoU.



Dr. Tripti Watwe
Principal-in-charge
SDM Govt. Music College
Agartala, Tripura

Copy to

1. The Director, Directorate of Higher Education, Govt. of Tripura for kind information.



Del
18/8/2021

DIRECTORATE OF TRIBAL WELFARE GOVT. OF TRIPURA
RECEIVED
18 AUG 2021
No.....

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Sachin Debbarman Memorial Govt. Music College
Agartala, Tripura**

AND

**Tripura Tribal Research And Cultural Institute
Agartala, Tripura.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this theDay of Two Thousand and Twenty-One by and between

Sachin Debbarman Memorial Govt. Music College under Directorate of Higher Education, Govt. of Tripura located at Lichubagan, Agartala, Tripura, Pin – 799006 represented herein by its **Principal-in-charge** hereinafter referred to as **THE FIRST PARTY**

AND

Tripura Tribal Research And Cultural Institute under Department of Tribal Welfare, Govt. Of Tripura located at Agartala, Tripura, Pin - represented herein by its **Director** hereinafter referred to as **THE SECOND PARTY**

WHEREAS:

- A) First Party is a Higher Educational Institution
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Tripura Tribal Research And Cultural Institute** the Second Party is a Higher Education Institution engaged in education, skill development and promoting the tribal folk culture of the state of Tripura

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE - 1

CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty and students of First Party providing significant inputs to them in developing suitable teaching / training systems in the field of the tribal folk culture of Tripura. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

The budding music graduates from the institutions could play a key role in cultural up-gradation, innovation and competitiveness in the field of music and culture. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students enhance their cultural mindset meaningfully.

Students Exchange & Visits: Interactions between both the Institutions will give an insight in to the latest cultural developments; the Second Party to permit the Faculty and Students of the First Party to visit its institution and also involve in Training Programs for the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of music and culture.

Skill Development Programs: Second Party to train the students of First Party on the tribal folk culture in order to bridge the skill gap.

Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the name of Institution, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Tripura Tribal Research And Cultural Institute, Agartala, Tripura, Pin-** , the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Tripura Tribal Research And Cultural Institute, Agartala, Tripura, Pin-** , the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation.

CLAUSE -5

RELATIONSHIP BETWEEN BOTH THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

FirstParty

SecondParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Agartala**.

AGREED:

For **Sachin Debbarman Memorial**
Govt. Music College

For **Tripura Tribal Research And Cultural Institute**

Authorized Signatory

Authorized Signatory

Name of Institution:- SachinDebbarman Memorial Govt. Music College	Name of Institution:- Tripura Tribal Research And Cuyltural Institute
Address:- Lichubagan, Agartala, Tripura, 799010.	Address:- Agartala, Tripura, Pin-
Contact Details:- +919862707419	Contact Details:-
e-mail :- sdmgovtmusiccollege@gmail.com	e-mail:-
Web:- https://sdmgovtmusiccollege.in/	Web:-

Witness1:

Witness2:

Witness3: