

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding made on the 16th December 2019

BETWEEN

Kalakshetra Foundation (KF), Thiruvanniyur, Chennai-600 041 in the State of Tamil Nadu, India

AND

Singapore Indian Fine Arts Society (SIFAS) of 2A Starlight Road, Singapore 217755

Whereas:

- (1) The KF is an internationally acclaimed organization established in the year 1936 for the promotion, preservation, propagation and protection of traditional Indian Art and culture, including Bharatanatyam.
- (2) SIFAS, comprising its Academy of Fine Arts, was established in Singapore in 1949 for the preservation, promotion and the teaching of courses in the Indian Classical Fine Arts in all its forms.
- (3) Both SIFAS and the KF, recognize the importance of promoting traditional art and fostering and enhancing relations between SIFAS and the KF, have discussed and reached an understanding on relevant matters set out below:

1. Introduction

- 1.1 KF and SIFAS together will be referred in the MOU as parties.
- 1.2 The Parties believe that mutual benefit can be derived from entering into a co-operative relationship for the general purpose of teaching, workshops and or other collaborative activity for the mutual benefit of both parties.
- 1.3 This Memorandum of Understanding ("MOU") is established to further the mutual interests of, and to foster and develop cooperation between the parties in accordance with their individual mission and objectives.
- 1.4 This MOU sets out principles by which the Kalakshetra Foundation and SIFAS can establish a formal arrangement regarding such activity.

2. Principles

- 2.1 The parties propose that KF will extend its expertise to SIFAS to develop a range of collaborative activities around teaching, workshops, recruitment of teachers and appointment of HoD of Bharatanatyam Dept., formulating syllabus and faculty development program in the field of Bharatanatyam.
- 2.2 Any activity carried out within the broad framework of this MOU shall be subject to the mutual consent of both Parties, taking into account any constraints of time, funding and other relevant resources.

2.3 The Parties acknowledge that this MOU does not place them under any obligation to enter into any subsequent agreement or arrangement or any obligation to negotiate such agreement.

2.4 This MOU is not intended to be legally binding and shall not be enforceable in any court of law. Either Party may withdraw at any time from this MOU without incurring any liability to the other Party.

3. **Further agreement**

Where the Parties agree to proceed with a specific activity or programme subsequent to the signing of this MOU, it is the Parties' intention to enter into separate written agreements, which shall be negotiated, mutually agreed and be binding.

4. **Duration of the understanding**

This MOU shall automatically terminate within two years of 16th December 2019, unless it is renewed.


5. **Relationship of the parties**

The parties have not, by virtue of this MOU, entered into a joint venture or any other form of relationship, and neither party may act or hold itself out as agent of the other, or in any other way entitled to pledge the credit or otherwise incur legal liability on behalf of the other party.

6. This MoU Shall comply applicable immigration and income tax rules of Singapore and SIFAS shall be responsible for this.


FOR AND ON BEHALF OF KALAKSHETRA FOUNDATION

Name: Revathi Ramachandran
Position: Director, Kalakshetra Foundation

Signature: 
Date: 16/12/19

FOR AND ON BEHALF OF SIFAS

Name: K V Rao
Position: President

Signature: 
Date: 16-12-19

This Agreement comprises of the following sections, which shall constitute part of this MOU:

Section I Project implementation plan along with terms and conditions

Section II Terms and conditions for the head of department of Bharatanatyam at SIFAS

SECTION I

Project Implementation Plan

1. Examiners from Kalakshetra to SIFAS for annual exams

On request received from SIFAS, Director, KF will depute **one** faculty of KF as examiners for SIFAS annual examination. SIFAS will pay to KF a fee of **SGD 100 per hour**. In addition, the faculty of KF will be provided to and fro economy airfare, local transportation and decent accommodation in Singapore at the cost of SIFAS.

2. Audition Judges from Kalakshetra

On request received from SIFAS, Director, KF will depute a faculty of KF as judge to audition the candidates for SIFAS festivals for a maximum of three days. SIFAS will pay a lump sum payment of **SGD 2400**. In addition, the faculty of KF will be provided two and fro economy airfare, local transportation and decent accommodation at Singapore the cost of SIFAS.

3. Post Graduate Syllabus from Kalakshetra

KF will formulate the syllabus for Post Graduate students of SIFAS. For this one timework, SIFAS will pay a fee of **2000 SGD**. The work will be undertaken from KF and will be prepared by a team of experts and alumni.

4. Workshops by Kalakshetra

(i) For students: KF will depute one faculty to SIFAS for conduct of workshops. SIFAS will pay to KF a fee of **SGD 500** per session of workshop of **2 ½ hour block**. In addition, the faculty of KF will be provided to and fro economy airfare, local transportation and decent accommodation in Singapore at the cost of SIFAS.

(ii) For SIFAS faculty: KF will depute one faculty to SIFAS for conduct of workshops. SIFAS will pay to KF a fee of **SGD 2000** for a block of 16 hours in two days. For each extra day an additional **SGD 1000** will be payable. In addition, the faculty of KF will be provided to and fro economy airfare, local transportation and decent accommodation at Singapore the cost of SIFAS.

(iii) Workshops at KF: On request received from SIFAS, KF will organize workshops for SIFAS students at KF campus at a mutually convenient period of the year. KF will arrange food and accommodation at KF. Fee payable by SIFAS to KF will be decided by mutual consultation.

5. Recruitment of Teachers from Kalakshetra

KF will extend help in recruitment of faculty for SIFAS. However KF will not be in any way responsible for the performance of teachers so appointed and SIFAS will indemnify KF.



6. Head of Department from Kalakshetra – on Contract Basis

KF will depute one of its faculty to function as HoD Bharatanatyam at SIFAS. The tenure of the contract of the HOD with SIFAS will be for a minimum period of one academic year and may be extended from year to year by mutual agreement between SIFAS and the KF. The terms of appointment including salary payable to the faculty are as indicated in Section II.

NO LIABILITY ON KF/SIFAS INDEMNITY:

KF is deputing HOD, at the request of SIFAS, and there shall be no liability on KF with regard to the discharge of duties by HOD. In case of any claim being raised on KF by any person relating to the deputation of HOD to SIFAS, SIFAS shall indemnify KF, against any such claim.

For sparing the services of one faculty, SIFAS will pay **SGD 500 per month to KF.**

<p>FOR AND ON BEHALF OF KALAKSHETRA FOUNDATION</p> <p>Name: Revathi Ramachandran Position: Director, Kalakshetra Foundation Signature:  Date: 16/12/19</p>	<p>FOR AND ON BEHALF OF SIFAS</p> <p>Name: K V Rao Position: President Signature:  Date: 16.12.19</p>
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SECTION II

Terms and conditions Head of Department of Bharatanatyam at SIFAS

1. SIFAS, a premier institution which has been promoting the Indian Fine Arts in Singapore, for over 70 years is seeking a trained and experienced teacher to be the Head of Department (HOD) of Bharatanatyam at SIFAS to be deputed from the Kalakshetra Foundation (KF) and who will ensure the maintenance of the best standards in the teaching and performance of Bharatanatyam at SIFAS.

2. During the deputation of a regular faculty of Kalakshetra Foundation, the faculty will be on extra ordinary leave from KF. No leave will be credited to his leave account by KF.

3. **Nature of the job/duties and responsibilities of the HOD Bharatanatyam:**

- (i) To monitor the activities of the Bharatanatyam section in a holistic way.
- (ii) To assess the performance of the tutors in the Bharatanatyam section by evaluating their teaching standards and recommend to management any suitable action plan.
- (iii) To evaluate and recommend improvements to the syllabus for teaching of Bharatanatyam and ensure that the syllabus prescribed by the SIFAS is faithfully adhered to by the tutors.
- (iv) To ensure the successful conduct of the examinations at the end of the academic year.
- (v) To supervise the choreographic work of the tutors who are involved in the presentation of programmes by SIFAS either as part of their academic activities or performances presented for sponsors at their invitation.
- (vi) To perform all duties instructions and responsibilities entrusted by the Principal or the management of SIFAS from time to time that may pertain to the activities of Bharatanatyam section.

4. **Reporting Structure**

The HOD will report to the Principal of SIFAS on all matters concerning the HOD's duties.

5. **Working Hours**

The HOD is required to remain at SIFAS during the working hours. The working hours of SIFAS are:

Days	Timing		
Tuesday to Thursday	9 am-12 noon	4 pm-7 pm	7.30 pm- 8.30 pm
Friday	3 pm-7 pm		
Saturday	9 am- 1 pm	2 pm-7 pm	
Sunday	9 am- 1 pm	2 pm-7 pm	7.30 pm- 8.30 pm
Monday	Holiday		

- (i) The HOD must be punctual and attend to his / her responsibilities with diligence and must not either directly or indirectly be involved in any outside activity inconsistent





with the interests and objectives of SIFAS.

- (ii) The HOD is required generally to follow and carry out all lawful instructions or directions given by the Principal or the management of SIFAS in respect of the HOD's work.

6. Leave Eligibility

The HOD will be entitled to the following leave during the HOD's tenure of service with SIFAS:-

- (i) One month of leave as per the rules of SIFAS during December.
- (ii) 7 days of Professional Development Leave (PDL) for participation in any professional engagement. The HOD will adhere to the procedures prescribed SIFAS in respect of this PDL.

7. Financial Terms

- (i) SIFAS will pay the HOD SGD 3,000 per month as salary. The Income tax payable on such salary as per the Income tax rules in force in Singapore will however be borne by the HOD. SIFAS will arrange to make the appropriate deduction towards income tax and remit the same to the Department. Alternate- SIFAS will render assistance to HoD to remit the appropriate Tax.
- (ii) For sparing the services of one faculty, SIFAS will pay SGD 500 per month to KF.

8. Medical Facilities

The medical scheme and facilities applicable to the teaching staff of SIFAS will apply to the HOD. SIFAS will meet the normal medical expenses (except for dental and optical treatment) provided by SIFAS' doctors listed in the insurance plan used.

9. Travel Allowance to India During the Academic Year

The HOD will be entitled to the airfare at the time of joining and leaving SIFAS based on the tenure of the contract. In case of HOD's tenure being extended to 2 Academic years, SIFAS shall arrange to provide economy class airfare, to and fro from Singapore to Chennai, during annual vacation.

10. Work permit/Visa formalities

SIFAS will be responsible for obtaining the work permit/visa for the HOD. And the legal validity of this contract will be subject to SIFAS successfully obtaining the work permit /Visa from the Singapore Government authorities.

11. Boarding and Lodging facilities

The HOD will be provided suitable boarding and lodging facilities as decided by SIFAS.

12. NO LIABILITY ON KF/SIFAS INDEMNITY



KF is deputing HOD, at the request of SIFAS, and there shall be no liability on KF with regard to the discharge of duties by HOD. In case of any claim being raised on KF by any person relating to

the deputation of HOD to SIFAS, SIFAS shall indemnify KF, against any such claim.

13. HOD's SERVICE

SIFAS accepts that on expiry of the MOU, HOD's service with SIFAS shall cease and SIFAS shall not, thereafter, either directly or indirectly, engage the services of HOD, without the prior written consent of KF.

In witness where of the parties here to have here unto set their hands on the day of 16th December 2019.

<p>FOR AND ON BEHALF OF KALAKSHETRA FOUNDATION</p> <p>Name: Revathi Ramachandran Position: Director, Kalakshetra Foundation Signature:  Date: 16/12/19</p>	<p>FOR AND ON BEHALF OF SIFAS</p> <p>Name: <i>K.V. Rao</i> Position: <i>President</i> Signature:  Date: <i>16.12.19</i></p>
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