

AGREEMENT BETWEEN ST. XAVIER'S COLLEGE AND KALAHRDAYA**AGREEMENT**

This Agreement is made at St. Xavier's College, Kolkata on the 28th day of June 2024 ("Effective Date").

BETWEEN

St. Xavier's College (hereinafter referred to as SXC), having its office at 30 Mother Teresa Sarani (Park Street), Kolkata – 700016; represented through Rev. Dr. Dominic Savio, SJ, Principal, who is duly authorised to sign and execute this Agreement on behalf of SXC, the party of the First Part;

AND

Kalahrdaya (The Heart of Art) – The Universal Home of Art and Culture (hereinafter referred to as Kalahrdaya), having its address at Bakeswar, P.O. Nepalganj, 24 Parganas (South), Kolkata 700 103, West Bengal represented through Rev. Dr. Saju George Moolamthuruthil, SJ, Director, who is duly authorised to sign and execute this Agreement on behalf of Kalahrdaya, the party of the Second Part.

The expression party of the First Part and the party of the Second Part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns.

SXC and Kalahrdaya shall hereinafter be jointly referred to as the "Parties".

WHEREAS,

1. The Parties of the First and Second Parts have appreciated each other's objectives in promoting excellence, inter alia, in performing and visual arts and in common areas of interest and are desirous of entering into an Agreement for mutual benefit and advantage.
2. SXC and Kalahrdaya, in joint co-operation, propose to launch Diploma Courses in Performing Arts (Dance and Music) and Visual Arts (Painting) of one-year duration.
3. The Parties are also desirous of working together for identifying other areas of co-operation between them.

4. The Parties hereto are desirous of putting the broad terms of the collaboration into an Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Based on the terms and conditions as may be mutually agreed upon between the Parties from time to time, both the Parties agree as follows:

1.1 The following expressions shall have the following meanings:

“Candidate” shall mean any person who has registered himself/herself for the courses offered by Kalahrdaya.

“Course” shall mean Diploma in Indian Classical Dance (hereafter, ICD) or Diploma in Indian Classical Music (hereafter, ICM) or Diploma in Painting (hereafter, PNT) conducted in joint collaboration between SXC and Kalahrdaya leading to a certification by SXC.

The courses titled ICD or ICM or PNT will be a ONE-year course in joint collaboration of SXC and Kalahrdaya.

1.2 The eligibility of the Candidates, admission procedure and selection of the Candidates shall be decided by Kalahrdaya and SXC will be informed of the procedure.

1.3 The Course will consist of TWO semesters, spread over a period of ONE year.

1.4 ICD, ICM and PNT courses will commence from August, 2024.

1.5 To be eligible for the ICD, ICM or PNT certificate, the Candidate would be required to show consistent performance and successfully complete the following:

- Aggregate marks (of TWO semesters) at least 50%.
- Completion of required Curricular, Co-Curricular and Social credits (as specified in the Course outline)

Students who fail to secure the qualifying marks after the end of the second semester will be allowed to appear for one supplementary examination conducted by Kalahrdaya within one month of the publication of the result. If the student fails to obtain the qualifying marks in the supplementary examination, he/she may opt for a participation certificate or may appear for the examination with students of the next

batch. The outline of the Course is as per enclosure given at Annexure 1 and has been decided after mutual consultation.

1.6 Kalahrdaya shall provide faculty for the Course out of its own faculty or from outside, but based on the competencies, expertise and credentials of the faculty as required for the course.

2. RIGHTS AND OBLIGATIONS OF SXC

2.1 SXC shall grant rights to Kalahrdaya to use SXC's name and logo for conducting the Course.

2.2 SXC shall recognize the Course and issue mark sheets to all candidates and diploma to the successful candidates after the completion of the Course.

2.6 SXC shall accept the marks and the performance reports of the candidates submitted by Kalahrdaya for the purpose of issuing mark sheet and diploma.

2.7 SXC shall extend help and co-operation to Kalahrdaya in developing other educational programmes in future on such terms as may be mutually agreed upon.

3. RIGHTS AND OBLIGATIONS OF KALAHRDAYA

3.1 Kalahrdaya shall tie-up exclusively with SXC for the ICD, ICM or PNT course as mentioned in this Agreement.

3.2 Kalahrdaya shall inform SXC about the number of Candidates enrolling for the Course within 15 days of closure of admissions.

3.3 Kalahrdaya shall admit Candidates for the Course and conduct the Course at its premises.

3.4 Kalahrdaya shall co-ordinate with the faculty regarding the lectures, schedule the lecture timings, conduct all assessments and provide necessary assistance and guidance to solve the Candidates' queries.

3.5 Kalahrdaya shall provide complete details to SXC of the Candidates enrolling for the Course, including name, address, phone numbers, email address, qualifications, work experience etc. within 15 days of the closure of admissions.

3.5.1 Kalahrdaya shall ensure that the content of the lectures is conforming to the Course outline of the ICD, ICM or PNT.

3.5.2 Kalahrdaya shall monitor the performance of the faculty for ensuring the quality of the lectures.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Neither party during the course of performance of this Agreement desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary.

4.2 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.

5. NO LIABILITY OR AUTHORITY

5.1 Nothing in this Agreement shall give either party any right to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorised by the latter in writing.

5.2 Neither party shall be liable to the other for special, indirect or consequential losses or damages incurred or suffered by the other party arising as a result of or arising out of this Agreement whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

6. INDEMNITY

Kalahrdaya shall indemnify and keep SXC indemnified, and defend and hold harmless SXC, its respective administrators and employees, from and against all losses, damages, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers' fees, directly or indirectly arising out of or resulting from any claim or action made by any faculty identified by Kalahrdaya under clause 1.6 above.

7. REPRESENTATIONS AND WARRANTIES

Each party to this Agreement represents and warrants that-

7.1 It is validly formed according to the laws of India.

7.2 It has full power and authority to enter into this Agreement and it has obtained all the sanctions that may be required under the laws applicable to it.

8. ASSIGNMENT

Kalahrdaya shall not assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of SXC.

9. TERM AND TERMINATION

9.1 This Agreement shall remain in force for an initial period of three (3) years from the date of signing unless its validity is renewed for a further period mutually by the Parties.

9.2 This Agreement may be terminated by mutual consent of the Parties. But the termination of the agreement will not affect the on-going batch students for the course, if any.

9.3 Notwithstanding any termination or expiration of this Agreement, the rights and obligations under the clause 'Confidentiality', 'Intellectual Property Rights', 'Indemnity' and 'Representations and Warranties' shall survive and continue and shall bind the parties and their legal representatives, successors and assigns.

9.4 Any termination under the above clauses shall not affect the rights and obligations of the Parties and the Parties shall be entitled to exercise their rights and be obliged to fulfill their obligations under this Agreement which had arisen prior to such termination.

10. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Civil Courts in Kolkata.

11. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any party the agent of any other party for any purpose or entitle either party to commit or bind the other party in any manner or give rise to fiduciary duties by either party in favour of the other.

12. NON EXCLUSIVITY

This Agreement shall be on a non-exclusive basis so far as SXC is concerned and nothing in this Agreement shall prevent SXC from pursuing similar initiatives with any other third parties.

13. ALTERATION

Any alteration, modification or addition to this Agreement or waiver of any of the terms hereof shall be valid if made by mutual consent of both the parties.

14. COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF both the Parties through their duly authorised representatives signed this Agreement on the day, month and year first hereinabove mentioned.

Principal
St. Xavier's College
(Autonomous)
Kolkata

For the SXC

DIRECTOR
KALAHRDAYA

For Kalahrdaya

Witness:

1.

2.

Witness:

1.

2.