



सत्यमेव जयते

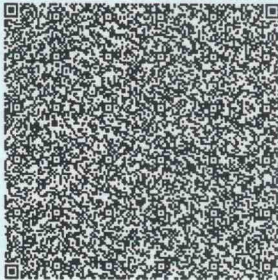
INDIA NON JUDICIAL
Government of Karnataka

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Account Reference : NONACC (FI)/ kaksfcl08/ BANGALORE2/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0838804954228496N
Purchased by : ABHISHEK PODDAR TASVEER FOUNDATION
Description of Document : Article 12 Bond
Description : TRIPARTITE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : DEPARTMENT OF ARCHAEOLOGY MUSEUMS AND HERITAGE
Second Party : ABHISHEK PODDAR TASVEER FOUNDATION
Stamp Duty Paid By : ABHISHEK PODDAR TASVEER FOUNDATION
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

For Shri Saraswathi Credit Sowharda Sahakari Ltd.
Seshadripuram Branch


Authorised Signatories



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AGREEMENT

THIS TRIPARTITE AGREEMENT is executed on this 16th day of July 2015 at Bangalore between:

Department of Archaeology, Museums and Heritage, Government of Karnataka having its office at Karnataka Exhibition Authority Complex, Indiranagar, Mysore-570010 acting through its Commissioner (hereinafter called DAMH which expression shall, unless repugnant to the context of meaning thereof, include its successors and permitted assigns) of the First Party.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate

AND

MAP, a Division of The Tasveer Foundation, a Trust incorporated under the Trust Act, having its registered office at Poddar Niket, 3/1/1 Ali Askar Road, Bangalore 560052 represented by its trustee Mr Abhishek Poddar (herein referred to as TRUST) of the Second Party.

AND

Department of Tourism (DOT) Government of Karnataka having its office at No.49, 2nd Floor, Khanija Bhavan, Race Course Road, Bangalore-560001 acting through its Director (hereinafter called DOT which expression shall unless repugnant to the context of meaning thereof, include its successors and permitted assigns) of the Third Party.

WHEREAS:

- A. The Department of Tourism has announced a programme for adoption of tourist destination in collaboration with Corporate through Government Order No. RD/98/TTF/dated 16/09/2014 which enables initially adoption of 46 tourist destinations to provide various activities such as maintaining the facilities, training of guides, provisioning of signage's, refurbishing, etc.
- B. Whereas MAP, A Division of the Tasveer Foundation through its Corporate Social Responsibility Programme, intends to take up the Venkatappa Art Gallery under the the adoption of the tourist destination programme
- C. Whereas the 46 destinations proposed in this scheme are under the supervision of various nodal departments such as Archaeological Survey of India/Department of State Archaeology, Museums & Heritage/Forest Department/Horticulture Department etc.

1.0 DEFINITIONS

- 1.1 "Nodal Department" means Department of Archaeology, Museums and Heritage, Government of Karnataka, Mysore.
- 1.2 "Cost" means the cost of preparing a development plan and detailed project report as contained in the estimate.
- 1.3 "Development" means the construction, landscaping, illumination and operation and maintenance activities related to conservation, preservation and development of monuments and basic facilities.

- 1.4 "Monuments" means a monument declared as of national importance by the Central Government as per the Ancient Monument Archaeological Sites and Remains Act, 1958 and The Karnataka Ancient and Historical Monument Archaeological Sites and Remains Act, 1961.
- 1.5 "Destinations" means that have been identified under the adoption programme Vide Government Order No. TD/98/TTF/dated 16/09/2014 and other destinations added as and when the committee desires.
- 1.6 "Committee" means Project Implementation Committee as per the government order dated 16/09/2014.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AS FOLLOWS:

- 2.0 With an aim to promote art and culture in the city of Bangalore, to both residents and tourists, MAP, a Division of the Tasveer Foundation will take up the cause of the adoption of the Venkatappa Art Gallery tourist destination, as a Corporate Social Responsibility initiative, and in doing so will redevelop of various facilities.
- 2.1 MAP's adoption and redevelopment of the Venkatappa Art Gallery will improve the display and visitor experience of the existing gallery, whilst also bringing in a new collection of art, and operating a new series of public programmes and events.
- 2.2 The First Party DAMH has consented to the developmental and operational activities proposed by the Second Party (MAP, a Division of the Tasveer Foundation) at the Venkatappa Art Gallery site, and agrees to the same. Accordingly, the First Party shall not enter into any understanding or agreement with anyone else for the performance or undertaking of any activity which is within the scope of this understanding mentioned herein during the tenure of the Memorandum of Understanding.
- 2.3 The Second Party (MAP, a Division of the Tasveer Foundation) shall submit a comprehensive plan before the commencement of work at the destination by itself and undertake the execution of work directly or outsource the work through a component agency under its overall supervision and that of the Nodal Department.
- 2.4 Prior to the commencement of work, the destination shall be vacant and free of any encumbrance. The Second Party shall be furnished with a complete inventory and condition report of existing artworks to be kept at the destination,

along with an inventory and condition report of all said equipment at the destination. The inventories will be ratified by the Second Party before the commencement of work.

- 2.5 Following the approval of plans by the Project Implementation Committee, the day to day running of the project will be handled by the Governing Committee and the Independent Working Committee.
- 2.6 The Third Party agrees to facilitate in obtaining all approvals/consent from the concerned departments required in a time bound manner.
- 2.7 The Tasveer Foundation's adoption of the Venkatappa Art Gallery will act in honour and accordance with the government orders and details pertaining to the establishment of the Venkatappa Art Gallery, and the terms and conditions lay down upon its sanction. However, in light of new internationally agreed practices and shifts in regards to crating and preservation of artworks, on occasion, updated interpretations of the founding principles of how the Venkatappa collection is stored and displayed may occur.
- 2.8 The display of the Venkatappa signage will remain clearly on the facade of the building, with the addition of the MAP signage, thus co-branding the destination. Additional signage, relating to specific galleries within the destination may also appear on the building facade, such as for the promotion of temporary exhibitions and events.
- 2.9 All curatorial, exhibition and programming decisions shall be governed by MAP, its curators and advisory panel.

3.0 FINANCE & SCHEDULING

- 3.1 The adoption period is for 5 years, after which time the agreement shall be renewed for a minimum of another 5 years with mutual consent from the Parties concerned.
- 3.2 The Parties have the right to renegotiate extensions of the adoption period depending on progress made, as may be mutually acceptable.
- 3.3 The Second party agrees to finance the activities, operations and maintenance the facilities on their own as approved by the committee rather than transfer of funds to any Government body or department.

- 3.4 The Second party agrees to ensure adequate funding is provided to improve and maintain the facilities for minimum of 5 years.
- 3.5 The Second Party agrees that during the period of adoption that any revenue generated from the public as collection or entry fee shall be reinvested directly to offset costs related to the establishment and maintenance of the Project.
- 3.6 It is mutually agreed that this Agreement shall not in any way alter the legal status of the monument/development activities which vests and shall always remain vested with the Department of State Archaeology.

4.0 COMMITTEES

4.1 PROJECT IMPLEMENTATION COMMITTEE (PIC)

The Project will be carried out with the approval and under guidance of the Project Implementation Committee. The committee which shall consist of (1) Minister for Tourism, (2) Additional Chief Secretary to Government, Tourism Department, (3) Additional Chief Secretary to Government, Commerce & Industries department, (4) Additional Chief Secretary to Government, Forest, Ecology and Environment Department, (5) Principal Secretary to Government, Finance Department, (6) Principal Secretary to Government, Kannada & Culture, Information Department, (7) Director, Archaeological Survey of India, Gol, (8) Principal Chief Conservator of Forest, Forest Department, (9) Director, Commerce & Industries Department, (10) Director, Kannada & Culture Department, (11) Commissioner, Archaeology, Museums and Heritage Department, (12) Invitees, (13) Director, Tourism Department.

4.2 GOVERNING BODY

The Project shall be monitored on day to day basis through a technical Sub Committee of the Project Implementation Committee (PIC) comprising of representatives of First and Second Party.

4.3 INDEPENDENT WORKING BODY

The Independent Working Body will consist of MAP officials and will look after the day to day operations of the project, under the directions set by the Technical Sub Committee. Its activities will include operations, maintenance, development, design, construction, and financing, relating to the performance of services at the Destination.

5.0 TERMINATION

- 5.1 This agreement shall once operative be and continue in full force until terminated.
- 5.2 This agreement can be terminated by any party only in the event of non-performance of the agreed terms and conditions by giving not less than six months notice in writing of intended termination to other parties hereto. Prior to termination, the erring Party shall be allowed 90 days to correct the breach of conditions, subject to further review.
- 5.3 Once the terms of the agreement are accepted, they should not be subject to any change unless mutually agreed between the parties.
- 5.4 Bi-annual periodical reviews will be held with the involvement of all parties and any revisions/amendments/policy changes can only be done by mutual consent at this time.
- 5.5 The non-terminating parties shall be at liberty to re-negotiate fresh agreement amongst themselves, as the circumstances may permit, to the exclusion of the terminating party.
- 5.6 In the event of termination MAP shall be entitled to remove all its artefacts and moveable investments without any damage to the existing structure.

6.0 DISPUTE RESOLUTION

- 6.1 All disputes arising out of this Agreement shall be settled by discussion and failing which the settlement, the joint decision by the Second party and Project Implementation Committee shall be final and binding upon the parties.

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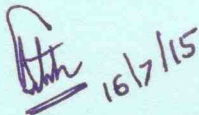
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7.0 INDEMNITY CLAUSE

7.1 The First and Third parties will indemnify and hold harmless the Second Party and its officers and employees, against any loss, costs and expenses of any third party claims which the latter may suffer as the result of any claims or proceedings brought against them arising from work performed in accordance with the scope of work and performance of this understanding.

In witness hereof the parties set their respective hands on this Agreement on the 16th July 2015 first written above.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE ABOVE



First party
Department of Archaeology,
Museums and Heritage
Government of Karnataka
By its Commissioner
Dr. C.G.Betsurmath,



Second Party
MAP
A Division of the Tasveer
Foundation by its
Trustee
Sri. Abhishek Poddar



Third Party
Department of Tourism
by its Director
Smt. G.Sathyavathi, I.A.S.
Director
Department of Tourism
Government of Karnataka
Bangalore.

Witnesses:

a.

b.

Witnesses:

a.

b.

Witnesses:

a.

b.