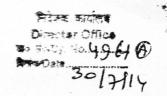
No. 17-45/2013-M-J Government of India Ministry of Culture M-I Section



Shastri Bhavan, New Delhi, Dated 24-July, 2014

To

1. The Administrator, National Museum, Janpath, New Delhi

- 2. The Director General, Archaeological Survey of India, Janpath. New Delhi
- 3. The Director, Allahabad Museum, Chandrashekhar Azad Park, Allahabad 211 002
- 4. The Director, Indian Museum, 27, Jawaharlal Nehru Road, Kolkatta -700016
- 5. Secretary, Lalit Kala Academy, Rabindra Bhavan, 35-Ferozshah Road, New Delhi
- 6. The Director, Salar Jung Museum, Hyderabad-500002
- 7. The Secretary & Curator, Victorial Memorial Hall, 1, Queens Way, Kolkatta -700016
- 8. The Director, National Gallery of Modern Art, Sir Cowasji Jehangir Public Hall, M.G. Road, Mumbai-32
- 9. The Director, National Gallery of Modern Art, Manikyavelu Mansion, #49, Palace Road, Bengaluru-560052
- 10. Prof. Rajeev Lochan, Director, National Gallery of Modern Arts, Jaipur House, New Delhi,
- 11. Member Secretary, Indira Gandhi National Centre for the Arts (IGNCA), Janpath, New Delhi

Subject: MOU Template regarding donation of art objects to Museums.

Sir.

I am directed to say that this Ministry has drafted a Model Template Agreement (copy enclosed), so that the same could be used as a model for agreement to be signed between the Museums under the administrative control of Ministry of Culture with other institutions/individuals for donating art objects as gift to the Museum/Institution. Whenever you are required to draft an agreement between your Museum with another institution/individual in connection with donation of artwork, you may adopt this Model Template Agreement and finalize the agreement with suitable modification as may be required.

Yours faithfully.

Gran

(Sanja, Kumar)

Under Secretary to the Gove of India

M.S. Office stort F. Diary No Zo.222 Parts. Date 25 -7_14 No. 17-43/2013

MEMORANDUM OF AGREEMENT

Memorandum of Agreement (MOA) made this
(full address) (hereinafter called the 'Recipient Institution') which expression shall be deemed to include their authorized representatives, executors, administrators and assigns and artist. (Name and full address) (hereinafter called the "Donor") which expression shall be deemed
to include her successors and assigns.
WHEREAS the Donor has offered a
It is now therefore agreed between the Recipient Institution and the Donor as under:-
1. Affixing of signatures by both the Donor and the Recipient Institution to this MOU deems the transfer of the art work as a gift to(Name of the Organization) permanent Collection as complete.
2. The Donor certifies that the painting/art work is entirely created and owned by him/her/them and is free from any encumbrance or claim of ownership from anyone else either in India or elsewhere.
3. The Recipient Institution,
4. The Recipient Institution,
5. The Recipient Institution,
6. The induction and integration of the artwork with the permanent collection of the (Name of the organization) will automatically qualify them for all the Rules, Regulations and Policies that govern the permanent collection of the Recipient Institution in respect of their display, rotational transfer to other organizations, onward temporary loans for theme / context specific exhibitions in India organizations.

- 9. However, in the event of the display of the artwork or the publication of an article or photograph of it, due acknowledgement will be made both to the Donor and the Recipient Institution.

- 14. Both the parties to MOA agree that the donation is made on a notional valuation basis and no monetary consideration or tax benefit or any such similar benefit shall emanate from this transaction.
- 15. Arbitration:- (i) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, the unresolved dispute or difference shall be referred to arbitration of the Sole Arbitrator to be appointed by the Secretary, Ministry of Culture, on the recommendation of the Secretary, Department of Legal Affairs (Law Secretary), Government of India. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the Arbitrator. The Arbitrator shall make a reasoned award (the Award), which shall be final and binding on both the parties. The cost of the arbitration shall be shared equally by the parties to the MOU. However, expenses incurred by each party in connection with the preparation, presentation etc. shall be borne by the party itself."

And the Donor and the Recipient Institution hereby agree to the full performance of the covenants contained hereinabove.

In witness whereof, the parties hereto have executed this Agreement on the day and year first above written.

Signed for and on behalf of	President of India.
(Name of the artist with full address)	(Name of the organization with full address)
In the presence of Witnesses	In the presence of Witnesses
1	1
2	2