

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

**

Director Office
No. 4964
Date 30/7/14

Shastri Bhavan, New Delhi,
Dated 24 July, 2014

To

स. क. कार्यालय
M.S. Office
दोपरी स.
Diary No 30222
दिनांक
Date 25-7-14

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.

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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.



(Sanjay Kumar)

Under Secretary to the Govt. of India

MEMORANDUM OF AGREEMENT

Memorandum of Agreement (MOA) made this of Two
Thousand between the President of India duly authorized and
represented by
the (Name of the
Officer and Organization) for and on behalf of President of India having its Office at

.....
(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 (Name of the art work i.e
paintings/sculptures etc.) from his/her/their favorite series '.....' (Name
of the series etc. if any) as per image given in the annexure entirely created and owned by her
as a gift/donation to (Name of the
organization) And WHEREAS the recipient institution is agreeable to accept the donation of
the painting/art work and to induct and integrate the same with its permanent collection :

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, (Name of the
organization) shall be fully responsible for the health and condition of the art work and will
maintain it/them in the best state of conservation at all times.
4. The Recipient Institution, (Name of the
organization) shall describe and document the art work consistent with the requirements of
comprehensive accession and digitized data base maintained in respect of all other art
treasures in the (Name of the organization)
collection from time to time.
5. The Recipient Institution, (Name of the
organization) will put on display the art work for a period of at least one month, commencing
from a mutually acceptable date between both the Donor and the Recipient Institution, at the
Recipient Institution to mark and announce to the public their induction and integration.
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 or
abroad.

7. The Recipient Institution,(Name of the organization) shall have the discretion to include the artwork as a part of any exhibition/s in India or abroad, where, in the opinion of the Recipient Institution, its inclusion will be relevant and meaningful.

8. The artwork shall be transferred to(Name of the organization) as a gift and the 'Donor' shall automatically transfer all its associated copyrights to the Recipient Institution.

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.

10. The Recipient Institution,(Name of the organization) will be free to use any textual or photographic material related to the art work as a part of their official website.

11. The Recipient Institution,(Name of the organization) shall be free to take advantage of any advances in technology and their application to either the documentation of the artwork or their conservation requirements or for their display.

12. Upon signing of this Memorandum of Agreement, it will be the responsibility of the Recipient Institution,(Name of the organization) to prepare a condition report, pack and crate the artwork and transport the same to a secure environment within the premises of Recipient Institution.(Name of the organization) shall bear the cost of preparing crate and air courier charges and transportation costs. However, the framing and insurance charges shall be borne by the Donor.

13. The Recipient Institution will transfer the artwork from the Donor to the premises of Recipient Institution at(full address) using the authorized artwork handling transporter.

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	Signed for and on behalf of the 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

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