

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF INDIA

**CONCERNING CO-OPERATION IN THE FIELD OF ARTS, CULTURE
AND HERITAGE**



PREAMBLE

WHEREAS the Republic of Zimbabwe and the Republic of INDIA (hereinafter jointly referred to as "the Parties" and in the singular as "a Party") have been encouraged by the existing general will to support and further strengthen their existing friendship ties;

DESIROUS to strengthen the mutual ties of friendship and understanding between themselves and further promoting and developing their relationships in the field of arts, culture and heritage guided by their principles of mutual respect for each other's sovereignty and independence;

CONSCIOUS of the benefits of promoting their respective cultures, intellectual and artistic achievements as well as their history and way of life to the greatest extent possible through cooperation between the Parties;

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 OBJECTIVE

The objective of this MOU shall be to provide the framework to encourage and develop cooperation in the fields of arts, culture and heritage between the Parties through arts and cultural exchange programmes.

ARTICLE 2 EXCHANGE PROGRAMMES

The Parties shall:

- 2.1 support their people to learn about the individual culture of the other Party by fostering the exchange of artists, artistic groups and experts in different manifestations of arts and culture by organising concerts, arts exhibitions, festivals and lectures in each other's country according to their annual schedule programme;
- 2.2 hold women artists festivals, cultural programmes and exhibitions through mutual consultations. These include the Zimbabwe-India traditional and contemporary songs, dances, drama;



2.3 make an effort to show different aspects of either Party's cultural life through dance, cinema, exhibitions, fine art, research, conferences and media; and

2.4 exchange appropriate materials and programmes at the request of each other.

ARTICLE 3 JOINT UNDERTAKINGS BY THE PARTIES

3. The Parties undertake to jointly do the following:

3.1 foster cooperation between their artistic education centres, and institutions through bilateral protocols and agreements to undertake combined projects, exchanges of arts teachers, sculpture, researchers and students, as well as information, literature and publications, on their educational centres, training in arts and cultural research, within the framework of each Party's internal laws and regulations;

3.2 facilitate the dissemination and exchange of promotional, patrimonial and commercial exhibits between their institutions during holding of festivals in both countries and shall exchange arts publications, magazines and catalogues. The conditions for the transportation and handling of patrimonial works shall be subject to special agreements between the Parties, in accordance with existing rules in this area;

3.3 encourage the exchange of theatre and dance companies as well as individual creators and experts in the various manifestations of performing arts. Likewise, they shall promote constant exchange of information and documentation of performing arts, graphic arts in both countries through mutual participation in international conferences, festivals, workshops, and trade fairs by cultural workers, cultural cadres and artists;

3.4 support the exchange of musical groups and soloists of promotional and commercial presentations, and they shall conclude implementation agreements governing such exchange;

3.5 promote co-operation between their relevant institutions in the fields of conservation, restoration and preservation of cultural property;



3.6 exchange specialized information and legal documentation relating to the protection of Cultural Heritage;

3.7 establish procedure and mechanism for the exchange, purchase, sale or transfer of cultural properties between the two Parties; and cooperate in the prevention of illegal trafficking, purchase, sale, transfer or exchange of cultural property;

ARTICLE 4 TECHNICAL COMMITTEE

4.1 The Parties shall establish a Technical Committee whose role shall be to facilitate the implementation of this Programme.

4.2 The Technical Committee shall be comprised of 5 (five) members from each country who shall be nominated by the Parties. Each Party shall appoint a senior official who shall be a co-chairperson of the Technical Committee.

4.3 The Technical Committee shall be responsible for the following:-

4.3.1 Reporting to the Parties on progress of activities of the MOU;

4.3.2 Considering and adopting new methods and areas of co-operation between the Parties; and

4.3.3 Holding meetings whenever it deems necessary on a rotational basis in Zimbabwe and India.

ARTICLE 5 FUNDING

All funding pertaining to the implementation of this MOU shall be governed, in principle, based on the study of the individual programmes and shall be borne separately by each Party, except where agreement is reached that one Party provides funding for the implementation of a specific program or activity. The Parties shall also assess, by mutual agreement, other ways of financing the programmes.



**ARTICLE 6
AMENDMENTS**

Any modifications or amendments to this MOU shall be effected following written notices by either Party and/or mutual agreement and signed by both Parties and shall come into effect from the date of signature thereof.

**ARTICLE 7
RELATIONSHIP WITH OTHER INTERNATIONAL AGREEMENTS**

This MOU shall not affect the validity or an obligation arising from other international agreements, treaties or protocols concluded by either of the Parties.

**ARTICLE 8
ENTRY INTO FORCE AND DURATION**

8.1 This MOU shall enter into force on the date on which each Party has notified the other in writing, through diplomatic channels, of its compliance with its international processes necessary for its implementation. The date of entry into force shall be the date of the last notification.

8.2 This MOU shall be valid for three (3) years, renewable automatically for successive periods unless either Party gives notice of termination three (3) months before the expiry of the MOU.

**ARTICLE 9
TERMINATION**

Either Party may terminate this MOU by giving three (3) months written notice to the other Party provided, at the termination or expiration of this MOU, its provisions and provisions of separate protocols, contracts or agreements or accords made in that respect shall continue to govern existing obligations or projects assumed or commenced hereunder.



ARTICLE 10
CORRESPONDENCE

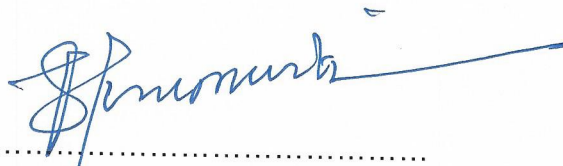
All notices, requests or any other communications required to be given pursuant to this MOU shall be in writing and served through diplomatic channels.

ARTICLE 11
SETTLEMENT OF DISPUTES

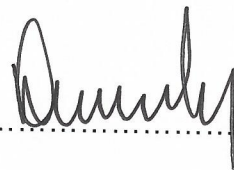
The Parties shall endeavor to amicably settle any dispute which arises between the Parties or in connection with the MOU through negotiations and mutual consultations.

IN WITNESS WHEREOF, the undersigned being duly nominated and authorized representatives of the Parties have signed this MOU, in duplicate, in the English language.

SIGNED at Harare on this Third day of November, 2018.



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**FOR AND ON BEHALF OF THE
REPUBLIC OF INDIA**



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**FOR AND ON BEHALF OF
THE REPUBLIC OF ZIMBABWE**