



FOLKARTOPEDIA FOUNDATION

connecting culture and communities

INDEPENDENT MEMBERSHIP AGREEMENT

Welcome to the Folkartopedia Foundation Membership Program. The Folkartopedia Foundation, Patna is a section 8 company (License No: 128604) registered under the Company Act 2013 (registration no. U85300BR2021NPL053942).

The following terms and conditions apply to the agreement between the Folkartopedia Foundation and members of Folkartopedia Foundation's Membership Scheme. These terms and conditions of the Folkartopedia Foundation Membership agreement should also be read in conjunction with *Folkartopedia Foundation's Privacy Policy*.

When you become a member of the Folkartopedia Foundation, Patna (a not-for-profit company registered under Section 8 of the Company Act 2013), you agree to be bound by these terms and conditions, and the Folkartopedia Foundation ("Foundation", "Archive", "we", "us").

References to 'you' 'your' and 'yourself' in this agreement generally refer to the person subscribing to Membership for their own use or to any person making use of Membership that was bought for them by someone else. The references to 'you' 'your' and 'yourself' shall also refer to any person purchasing a Membership for someone else.

Folkartopedia Foundation's Registered Office at:

Folkartopedia Foundation
C/o Vinay Kumar
Opposite Gate No. 74, Kumhar Gali
Kurji, Patna 800010 Bihar

NATURE OF BUSINESS

Folkartopedia Foundation, Patna aims to documents, preserves and promote the folk, traditional and tribal arts of India through Folkartopedia; Archive of Folk Arts. The Foundation deals in portal/s, website/s, exhibitions, fair and festivals, live events, video/ audio channels, art & culture news and related activities to promote art and culture of Bihar and other states of India, audio-visual documentation, art films, documentaries, audio-visual promotions of budding artists, and audio-visual projects etc.

INDEPENDENT MEMBERSHIP

Folkartopedia Foundation Membership Program 'Independent Membership' aims to support the organization's projects and its financial requirements, in various capacities and roles, as suggested by the organization time-to-time.



DURATION AND RENEWAL

Membership/s purchased is/are valid for valid for one year from the purchase date. A 25%-33% of the membership fee of the same circle will be charged upon the renewal of the Membership. Renewal charges can be revised by the decision of the Folkartopedia Annual Board Meetings.

Memberships do not auto-renew. To continue the membership, you must renew it before the expiration. The Foundation will contact you approximately 1 month before your membership is due to expire to remind you of your renewal date.

A Full Membership Fee will be applicable, considered the same as Fresh Membership, on or after the expiration.

BENEFITS

The organization will issue an Independent Membership Card in the name of the Member only and the card will be valid until the date of expiry shown on the card. Members can enjoy the benefits of Circle Donor Membership as per the level chosen, which is mentioned at:

<https://www.folkartopedia.com/circle-membership>.

Along with level benefits, 'Independent Members' at the Folkartopedia Foundation, Patna may avail direct (monetary or in-kind) benefits, or a share of profit, as per their position, decided by the Board of 'Directors'.

If the Membership Card is lost, stolen, or damaged, the Member is entitled to one free replacement card per Membership Period.

In the case of Digital Membership Cards, if a member misplaces their membership card, they should contact the Folkartopedia Foundation at membership-archive@outlook.com for assistance. We can verify membership status using member details and reissue the necessary membership confirmation and digital membership card at no additional charge.

Publications and other materials

Unless stated otherwise, copyright and all other rights in all publications and materials supplied to you by the Folkartopedia Foundation are owned by the Folkartopedia Foundation, Patna. Members may not reproduce, transmit, distribute, sell, or commercially exploit these materials without the prior consent of Folkartopedia Foundation or to the extent expressly permitted by law.

CHANGES TO MEMBERSHIP BENEFITS

The Folkartopedia Foundation reserves the right to alter, augment, or terminate any membership benefits without prior notification. This flexibility allows us to adapt to changing circumstances and enhance our offerings. Should a change negatively affect your membership benefits, we will make reasonable efforts to notify you in advance and, where appropriate, offer alternatives or compensation. However, no refunds will be provided for changes in membership benefits.



TERMS AND CONDITIONS

Commencement

The Membership is valid immediately from the day that the Membership Fee is received.

Role and Responsibilities

Members under the 'Independent Membership' program play a pivotal role in the Foundation by supporting the Folkartopedia archives, projects, educational and outreach programs, including funding support and management of the Folkartopedia Archive of Folk Arts and its web presence.

Members may be asked to play suitable roles in the organisation with their expertise, as decided by the 'Director', 'Directors' or Member of the Executive Committee.

Location

'Independent Members' may be asked by the Foundation to extend their services anywhere in India, depending upon the requirements and mutual understanding.

Membership review

At the discretion of the Foundation, membership benefits may be reviewed at the end of each financial year, subject to Member's' performance.

Members may upgrade their membership levels anytime during the membership tenure and upon the submission of the "Chosen 'Circle Membership Fee".

CANCELLATION POLICY

After purchasing the 'Membership', you have a revocation period of seven days. During these seven days, you are allowed to revoke the membership by sending an email to;
membership-archive@outlook.com.

You will receive the payment from us within seven working days, and in any event no later than fourteen days after we have been informed of your revocation. We will refund you with the same means of payment with which you made the original transaction unless you have expressly instructed us otherwise. You will not be charged for such reimbursement.

Upon expiry of your revocation period or once the membership is exhausted, membership fees are non-refundable and cover the full duration of the membership term. Since there is no auto-renewal, there is no need to cancel your membership to prevent renewal.

More implicitly, ***the Independent Members are not allowed to enter into a similar kind of business after exiting Folkartopedia Foundation, Patna for three years from the date of such exit.***



TERMINATION

The Folkartopedia Foundation reserves the right in its sole discretion to terminate your Membership at any point during the agreement if in its reasonable opinion, you behave in a way that is inappropriate or considered to be harassing, causing distress or inconvenience to any visitor or member of Folkartopedia staff or may bring the Folkartopedia Foundation/Archive into disrepute; or if you breach any of these terms, and conditions. Following suspension or termination of any Membership, invitations to Folkartopedia Foundation/Archive or Members-only activities, and all associated Membership postal mailings will cease.

A suspension will only be lifted once full payment has been received. In all cases, the Member is obliged to pay the Membership Fee from the date of registration.

Subject to any statutory right to cancel, your Membership Fee is non-refundable once payment has been received by the Folkartopedia Foundation, and you are not entitled to cancel or terminate before the expiry of the Membership Period.

Upon the expiration or termination of a membership, whether through revocation by the Folkartopedia Foundation, the former member will no longer have access to the Foundation or the Archive with the membership card or its membership benefits. Any unused benefits at the time of termination will be forfeited and will not be refunded or transferred.

Membership rights shall cease on a Member's death or on an individual ceasing to be a Member.

CONFIDENTIALITY

The 'Independent Member' agrees that the terms & conditions applying to this agreement are strictly confidential. Any disclosure of these terms & conditions to third parties constitutes a breach of the contract.

RIGHT TO REFUSE MEMBERSHIP

The Folkartopedia Foundation, Patna reserves the right to refuse membership to any individual or entity at its discretion. This policy is in place to protect the integrity of the Foundation and its community, ensuring that membership is aligned with the Foundation's values and standards.

PRIVACY POLICY

By buying the membership, you consent to the Folkartopedia Foundation using your information for the purpose of providing the membership. The name, email address and phone number of the member must be provided to the Foundation. At the time of the visit, members may be required to present a valid form of photo identification (ID) alongside their digital membership confirmation to verify their identity. Members consent to do so for the purpose of preventing unauthorized use of memberships. Your personal information will be handled in accordance with our Privacy Policy. which can be found at <https://www.folkartopedia.com/privacy-policy>.

The Folkartopedia Foundation will never sell or swap the personal details of its Members. Personal data



will not be disclosed to external organizations other than those acting as contracted agents for the Foundation/Archive.

INTELLECTUAL PROPERTY RIGHTS

'Circle Member' agrees and confirms that all services rendered by you in terms of your relationship / agreement / understanding with the company and all products of sub-services including without limitation all works or any material developed, created and submitted by you, together with the results and proceeds of your services in connection with and/ or in the course of your relationship / agreement / understanding, herein (material) as a part of company shall be deemed to be work made in the course of your relationship under agreement of service (work-for-hire) and shall be owned by the company thought out the world in perpetuity accordingly you agree and confirm that the company is and shall be

the author and owner of all rights, title and interest in and to the material, including but not limited to all copyrights in the material (and all renewals and extension thereof) with the right to you reproduce, copy, alter, change, edit, improve, adapt, create derivate works, translate, communicate to the public, license, sub-license, assign, sell, transfer, market, promote, exploit the material commercially and/ or non-commercially (in whole or in part) in any mode media format or manner (now existing or herein after develop) that the company may at its sole discretion determine.

Furthermore, you also agree and confirm that all rights overall intellectual property of the company, both at present as well as future, shall exclusively vest with the company as the sole and absolute owner of such intellectual property.

Without prejudice to the foregoing where the company is not deemed to be the owner of any material, all rights in the material shall be deemed to be assigned in favor of the company in perpetuity and throughout the world. Nothing contends in section 19(4) of the Copyright Act, 1957 (as amended) shall apply to the assignment granted herein.

You expressly agree that all your rights, title and interest in and to any and all inventions, works of authorship, development, concepts, improvements, designs, discoveries, ideas, trademarks and/ or trade secrets, whether or not registrable under copyright and other laws, it may be solely and/ or jointly conceived and/ or developed and/ or reduced to practice, and/ or cause to be conceived and/ or developed and/ or reduced to practiced, during your period of employment with the company shall stand assigned to the company as soon as the same comes into existence and shall be owned by the company in perpetuity throughout the world.

STANDARD CODE OF CONDUCT

The code of Conduct sets out the standards of behavior expected. This shall be defined by the Management from time to time. All Members are bound by the code.

During the period of the 'Circle Membership', you shall disclose to the Foundation, details of any benefit such as government accommodation, gifts or any other benefit, taken from any government/authority, in the Member capacity, and non-disclosure on this account shall invite strict action, including termination of the services.



Circle Member shall not take any benefit such as government accommodation, gifts, and other benefits, during the course of membership, without prior authorization/permission from the Foundation.

Circle Member shall disclose details of all the legal cases (civil or criminal) whether filed by the member or filed against the member at the time of membership application.

Safe keeping & return of company properties

Circle Member will be responsible for the safe-keeping of the Foundation property and its return in good condition/order, which may be in your use/custody/care/charge. In the event of any loss of the Foundation property in their possession, the Foundation reserves the right to assess the loss and recover the same from the Member. Besides, the Foundation may take such other action as it deems proper to recover the damage. Upon cessation of Membership, Member shall return all the Foundation property that might have come into the Member's possession.

AMENDMENTS

These Terms may be amended from time to time. Members will be notified of any changes via email.

GOVERNING LAW AND JURISDICTION

In the event of a dispute between a member and the Foundation, both parties agree to seek resolution through mediation as a first recourse, prior to initiating any legal proceedings (in the court/courts in Patna only). This approach fosters a constructive dialogue and aims to resolve disputes efficiently and amicably.

These Terms and any disputes or claims in connection with them or their subject matter (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of local authorities (India).

Settlement of any dispute that arises in connection with these Terms or their subject matter (including non-contractual disputes or claims), will be held under the jurisdiction of the Courts of Patna, Bihar.

QUERIES, COMMENTS, AND COMPLAINTS

We will aim to acknowledge any query received from Members within three working days. If you have any queries or complaints, please contact us:

Administrator,
Folkartopedia Foundation
Opposite Gate No. 74, Kumhar Gali
Kurji, Patna 800010 Bihar

Email: membership-archive@outlook.com
Tel: +91 612 4052043 (Mon-Sat, 11.00 – 17.00)



ACCEPTANCE OF TERMS

By purchasing a membership, you acknowledge that you have read, understood, and accepted these Terms in their entirety. Acceptance is confirmed (in person or online) through the completion of the membership purchase process.

Sign

Anup Singh
Administrator
Folkartopedia Foundation, Patna

Sign

Member's Name
Address
Contact Details