

Memorandum of Understanding

Between

Page | 1

St. Anthony's Higher Secondary School, Don Bosco Square, Shillong

And

St. Anthony's College, Lower Lachumiere, Shillong

1. Parties: This Memorandum of Understanding (hereafter referred to as "MOU") is made by and entered into between St. Anthony's Higher Secondary School, Don Bosco Square, Shillong, represented by its Principal, Rev. Fr. Sujit Tigga (hereafter referred to as "SAHSS") and St. Anthony's College, Lower Lachumiere, Shillong represented by its Principal, Rev. Br. Albert L. Dkhar (hereafter referred to as "SAC") on the 4th (FOURTH) day of the Month of OCTOBER in the year 2017.

2. Objectives of the MOU: The objectives of the MOU is to come to a mutual agreement and understanding on the use of the stadium and football field (hereafter referred to as "Stadium") located in the campus of St. Anthony's Higher Secondary School, Don Bosco Square, Shillong currently under the care and keep of the Management of the St. Anthony's Higher Secondary School (SAHSS) by St. Anthony's College (SAC), Lower Lachumiere, Shillong.

3. Terms of the MOU: This MOU is effective upon the date and day last signed and executed by the duly authorised representatives of both the parties and by the governing bodies of both the parties referred to here as SAHSS and SAC. The MOU shall remained in effect until that time, date and day when the SAHSS and SAC mutually agree to terminate it under normal circumstances and after either party having issued a notice at least a minimum of three months in advance intimating and inviting the other party to a consultation and discussion for the purpose of termination of the MOU.

4. Responsibilities of SAHSS: It is mutually agreed that it shall be the responsibility of SAHSS to willingly and with due respect and cordiality to allow SAC to make use of the Stadium for the purpose of holding its college events, track and field


Principal
St. Anthony's College
Shillong - 793001
Meghalaya, India

Page 1 of 5


Principal
St. Anthony's Hr. Sec. School
Shillong - 793003
Meghalaya

events, matches and other extra-curricular activities that it may desire to hold and to conduct within the perimeters of the said Stadium without untoward limitation of time and duration in terms of time except if it is the result of prior mutual arrangements.

It is mutually agreed that SAHSS will provide free access to the Stadium for inspection and preparation by SAC ahead of the actual dates and days of the events to be held by it.

Further, it is mutually agreed that SAHSS will allow SAC to make use of its public announcing system and to procure power supply from SAHSS's facilities for the same during the SAC's events and activities.

SAHSS agrees to extend full assistance to the officials and students of the SAC during their use of the Stadium.

SAHSS agrees to not purposely and deliberately plan to conduct or conduct any event in the Stadium upon receiving an intimation ahead of time from SAC informing SAHSS of SAC's intention to hold the latter's (SAC) college events in the Stadium with a view to indirectly refusing permission and access to SAC to make use of the Stadium for its events.

SAHSS agrees that should such a conflict arise as a result of the SAHSS's negligence or wilful intentions to bar SAC's access and use of the Stadium the SAHSS shall shift its own events to another venue and allow the SAC to hold and conduct its events at the Stadium as agreed upon in this MOU.

SAHSS agrees and binds itself to this clause that it shall not charge any fee or request for any favour or compensation in any form and kind in return for allowing SAC to make use of the Stadium before, during and after the time the MOU is in effect or after the MOU has been mutually terminated. The permission so granted is given solely on the basis of this agreement and on the grounds that both parties are sister concerns under the Don Bosco Salesian Society.

5. Responsibilities of SAC: It is mutually agreed that SAC will abide by the following terms and conditions that shall govern its use of the Stadium during the time the MOU is in effect:


Principal
St. Anthony's College
Shillong - 793001
Meghalaya, India


Principal
St. Anthony's Hr. Sec. School
Shillong - 793003
Meghalaya

- i. Inform the Management of SAHSS ahead of time (actual duration to be agreed upon during the time of entering into this MOU) of its intention to use the Stadium for its college events.
- ii. Ensure that the dates and days of the events to be held at the Stadium does not conflict with the SAHSS's events and activities that have been scheduled to be held at the Stadium ahead of time by SAHSS.
- iii. Ensure that officials and students do not create nuisance and/or engage in activities and behaviour unbecoming a civilized human being within the perimeters of the Stadium.
- iv. Ensure that officials and students do not venture into the property of SAHSS other than the Stadium without a genuine reason or purpose during the conduct of the SAC's events and activities in the Stadium.
- v. Take good care of the Stadium, its infrastructure and available facilities and of the surrounding facilities during the conduct of the SAC's events and activities in the Stadium.
- vi. Ensure that the Stadium's property, field and the surrounding facilities of SAHSS are not damaged in any manner or form during the SAC's events and activities.
- vii. In case of damage to the Stadium's property, the field and the surrounding facilities of SAHSS that has been verified that it was due to the direct involvement of SAC, SAC will in consultation with SAHSS make good the damage either in cash or kind as agreed upon by both the parties.
- viii. Ensure that the length of the events and activities held in the Stadium is not unduly long resulting in the disruption of the conduct of SAHSS's own events and activities. However, should SAHSS agree to the length of SAC's events and activities being held at the Stadium then the SAC can proceed to hold them as per its schedule.
- ix. Ensure that the Stadium is cleaned properly after they have been used and that the waste is properly disposed of outside the Stadium.
- x. Ensure that any landmark, structure or part of the Stadium is not removed, modified or tampered with during the SAC's events and activities.
- xi. Offer, out of its own free will and in a gesture of good will, compensation in form or kind that it may, through proper channels and process, decide upon to offer SAHSS for the use of the Stadium. However, this shall not be binding on SAC and is not expected by the SAHSS.

6. Entirety of Agreement: This MOU, consisting of 6 (SIX) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Page | 4

7. Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

8. Sovereign Immunity: The SAHSS and the SAC and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defences provided by law with respect to any action based on or occurring as a result of this MOU.

9. Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall apply solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

10. Amendments to the MOU: Should in future either or both the parties desire to modify any aspect, term, clause or part of this MOU, it shall be done with prior consultation with either party and after having arrived at a peaceful and mutual agreement with authorised representatives from both parties being present during the time of modification of the indicated, highlighted and agreed upon aspect, term, clause or part of the MOU. The newly modified MOU shall not be modified or amended to the extent that it results in an entirely new MOU that bears little or no resemblance to the previous MOU so

entered upon by both parties. In such an event, the previously agreed upon MOU and entered upon earlier by both parties shall retain force and effect and shall govern all matters pertaining to the grant of permission by SAHSS to SAC to make use of the Stadium for its college events and activities. Hence, it is, therefore, stipulated here that modification shall only be permitted to minor aspects, terms, clauses and parts with the view of making the intent clearer and easily understood ensuring that the new aspect, term, clause and part is not in conflict or will not cause conflict of any form or kind in the enforcing and honouring of the MOU by both parties, SAHSS and SAC.

11. Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

SAHSS

Authorised Representative: Fr. SURJIT T J G G A

[Name and Title, signature and seal of SAHSS]

Date 4/10/2017



Principal
St. Anthony's Hr. Sec. School
Shillong - 793003
Meghalaya

Witnessed by: Mrs. ANGELEEN G. SHADAP

[Name and Title, signature and seal]

Date: 4/10/2017



SAC

Br. ALBERT LONGLEY

[Name and Title, signature and seal of SAC]

Date: 4/10/2017



Principal
St. Anthony's College
Shillong - 793001
Meghalaya, India

Fr. GERVASIUS NONGKSEH

[Name and Title, signature and seal]

Date: 4/10/2017

