

**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

**G. S. Science, Arts & Commerce College
Khamgaon**

&

**Modern Pentathlon Sports Association
Buldana**

FOR

**GCC-MPSA SPORTS COMPETITIONS
&
ANY OTHER SPORTS ACTIVITIES**

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

MAHARASHTRA

© 2020 ©

YN 090967

अ.नं.

688

तारीख

14/07/2021

नांव

Principal

मार्क सुशोभ पवार

G. S. Sci. Arts & Commerce

Code No. F305003

सही

आ. अन. बादडे

भुद्रांक विक्रेता खामगाव
ला.नं. १/१३

SUB TREASURY OFFICE
KHAMGAON

Date of issue.....

05 JUL 2021

Sub Treasury Officer
Khamgaon

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5TH day of - July - 2021, by and between

G. S. Science, Arts & Commerce College, Khamgaon Dist- Buldana THROUGH Principal Dr. Dhananjay Sopan Talwankar having office at Nandura Road, Khamgaon 444303 (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Modern Pentathlon Sports Association Buldana, THROUGH Secretary Mr. Vijay Palaskar (registered with Charity Commissioner Buldana Registration No. Maha/09/2021) having its office at "Suyash" Sauji Nagar, Nandura Road Malkapur 443101 (hereinafter referred as 'Second Party', the Association which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns)

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

1. First Party is a Institution named : **G S. Science, Arts & Commerce College, Khamgaon** is one of the oldest esteemed educational institution in Vidarbha region of Maharashtra state, having over 3500 student strength.
2. First party is having Physical Education department for Promoting Sports. The first party is having large play ground with running track and large swimming pool with eight lanes.
3. First party is in continuous efforts for development of sport facilities including shooting and Archery facility.
4. Second party is continuously taking efforts to promote the sports by coaching in Tennis, swimming, running etc. Organize competition in sports included in pentathlon.
5. Second Party is associated with A) Modern Pentathlon Association of Maharashtra B) Modern Pentathlon Federation of India C) Ministry of Youth Affairs Govt. of India D) Indian Olympic Association and E) Maharashtra Olympic association.
6. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
7. The Parties intent to cooperate and focus their efforts on cooperation within organizing sports competitions for Maharashtra State and at National level. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
8. In line with requirements of party of the first party of the second part has discussed the prospective of development of sports like swimming, running and others. Party of the first part is willing to accommodate sports players of party of the second part for coaching and game in their premises, swimming pool, on the terms and conditions as may be mutually agreed between the parties and the parties have agreed far the following.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1. First Party and Second Party co-operation will facilitate effective utilization of school/college/institute premises as and whenever required by the 2nd party for conducting the aforesaid sports.
2. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

1. The 1st party shall provide its school/college/institute premises as and whenever required by the 2nd party for conducting the aforesaid sports. Hence it is agreed between parties that the 2nd party shall inform the 1st party at least 30 days prior to the date of event about the requirement of the premises. Therefore the 1st party hereby assures to make available these premises for the said activity on priority basis.
2. The 2nd party shall take responsibility to provide necessary staff and security to the students at the sports center and also give necessary information of the staff i.e. Name, age, occupation, address, email id, contact No, photograph to the 1st party.
3. The 1st party shall provide 2 more contact details in advance to the 2nd party so that the 2nd party shall verify all the essential premises requirements..

CLAUSE 3 INFRASTRUCTURE

1. As per the guidelines of Modern Pentathlon of Maharashtra and requirement of 2nd party regarding the infrastructure the 1st party shall provide necessary infrastructure such as, swimming pool, play ground, court, internet connectivity, Electricity backup and others necessary things required for conducting the sports event.
2. The 2nd party will pay the maintenance charges as and when required as per norms of 1st party.
3. It is mandatory for the 2nd party to remain present at the place of the event/activity a day before the activity held.
4. Upon the agreement of the 2nd party the staff provided at the place of event undertake to maintain the details of event. Collected data shall be share with the 1st party on the day of the event/activity itself.
5. It is the responsibility of the 2nd party to maintain the data in the form of CD/Pen drive/Hard disk which shall be handed over to the 1st party on the day of concluding the event. Apart from the data provided the 2nd party shall undertake to maintain the backup of the activity held and share the same to the 1st party whenever demanded.

CLAUSE 4 FINANCIALS

1. It is understood and hereby agreed between the parties, that the 2nd party shall be under obligation to pay the requisite amount to the 1st party and no other person shall be liable to claim any amounts from the 2nd party towards the said premises and infrastructure used in the said event/activity/tournaments. Any such claims raised by any person in the name and on the behalf of 1st party shall not be considered for remuneration and action will be taken according to laws.
2. Delay or cancelation from the 2nd party on the said event shall be compensated by the 2nd party. In such circumstances, if the 2nd party gives advance knowledge about rights of public issues, earthquake, accidently or unfortunately government declared to close school/college/institute or all government offices, due to said all

reasons activity/event shall not to be continued or canceled by the 2nd party shall not be entitled to claim any amount from the 1st party for whatsoever reason.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

1. It is understood and agreed that the 2nd party shall not misuse infrastructure in what so manner. If any such act found against the 2nd party the 1st party shall be entitled to claim and recover the damages.
2. Any malpractices or breach done by 2nd party, the 1st party shall be entitled to take legal action against him/her/them in such circumstances; the 2nd party shall bear the cost and consequences of the same.
3. Any rights of the 1st party if specifically not mentioned in the present MOU shall not be considered as waiver of the same.
4. The address of the parties shall be mention in the present MOU assured to be true and correct for the purpose of the correspondence. Any letter/notice/ memo issued on the said address shall be considered to be served by the 2nd party.

CLAUSE 6 LEGAL

1. Any divergence or difference derived regarding agreed terms, condition and other activity of the event or premises shall be subject to Khamgaon jurisdiction.
2. If any dispute arises between the parties the same shall be referred to an arbitrator. The arbitrator shall be appointed within mutual consent and the decision given shall be final and binding on both the parties. The arbitration proceeding will be held at Khamgaon.
3. This MOU shall be valid upto 1year from the day on which it is signed by both the parties and can be terminated by either party by giving 30 days prior notice.

IN WITNESS WHERE OF the parties here to have signed this agreement on the date aforementioned in the presence of the witnesses under named.

Witness-1
P.P. Thakur
(P.P. THAKUR)

1st Party Details

by

Name of the Institution

G. S. Science, Arts & Commerce College
Khamgaon

Authorized Signatory

Dr. Dhananjay Talwankar

Designation- Principal

Address

Nandura Road Khamgaon, Dist- Buldana 444303

2nd Party details

Name

Modern Pentathlon Sports Association

Buldana

by

Authorized Signatory

Mr. Vijay Palaskar

Designation- Secretary

Address

"Suyash" Sauji Nagar, Nandura Road Malkapur 443101

Witness-2

M.S. Bhujbal
(M.S. Bhujbal)

Signed, Sealed and delivered

Dhananjay Talwankar
Principal

G. S. Sci., Arts & Commerce
College, Khamgaon - 444303.



Signed, Sealed and delivered

Vijay Palaskar

President / Secretary
Modern Pentathlon Sports
Association Buldhana.
Dist. Buldhana.
Reg. No. MAHA/09/2021.

