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MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on 20th Sep., this Day of Two Thousand Sixteen and BY AND BETWEEN President of India, acting through Subhash Chandra Debuly Secretary & Honorary Secy, Sainik School Society, MoD Defence (name, designation and address), Ministry of Defence, Government of India having its headquarters at New Delhi, hereinafter referred to as "MoD" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PARTY

AND

The Governor of State of Odisha acting through the Secretary, school & Mass Education Department, Government of Odisha, Bhubaneswar, State of Odisha, hereinafter referred to as "State Government" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PARTY. WHEREAS the State Government has a Sainik school located at and in desirous of opening a new Sainik school at Sambalpur AND WHEREAS MoD has agreed to the said proposal of the State Government.

NOW THE PARTIES HERETO have agreed to the following terms and conditions.

1 Responsibilities of the State Govt. - The State Govt shall

- (a) Provide the entire capital expenditure on land, buildings, furniture, transport and educational equipment required by Sainik School and a major portion of the running expenditure. Also provide for the complete maintenance of buildings, roads and installations and for major replacements. Release grants-in-aid sought for additional requirement of building and furniture, transport, laboratory equipment etc. The land provided for the school shall be handed over to the Sainik School Society.
- b) Provide the following for constructing/functioning of the permanent school as the case may be.
 - (i) All the buildings including (a) Administrative Block (b) Educational Block (c) Dormitories and Mess Hall (d) Indoor Games Hall (e) Residential accommodation for all member of the academic/administrative staff as well as general employees (f) Extensive play grounds (g) Swimming Pool, Auditorium, Gymnasium and other sports amenities.

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- (ii) All the equipments including a School Bus, a Truck/Light Commercial Vehicle, a Staff Car and a Jeep with trailer, on as required basis
- (iii) Maintenance of the school campus and buildings including provision and boundary wall/fencing and appropriate main gate
- C) Provide grants-in-aid for:
 - (i) Grant of scholarships to all the boys belonging to the economically weaker sections of the society on the basis of rates and income slabs decided by the Board of Governors from time to time.
 - (ii) Meeting special requirements on actual need basis on the basis of recommendations of the concerned Local Board of Administration.
- d) **Provide employer contribution towards New Pension Scheme (NPS)/Pension Liability and all other terminal benefit to all retiring employees.**
- 2. **The responsibilities of the State Government while opening of a new Sainik School shall be as under:-**
 - a) A minimum of 38 acres of land for a Sainik School with a strength of 300 students OR a minimum of 49 acres for a Sainik School with a strength of 600 students.
 - b) Provide within a period of 3 to 4 years proper permanent built-up accommodation at Sambalpur the location earmarked by the the State Govt.
 - c) Provide Rs.50 crore for construction of buildings, furniture and education equipment required as per approval of the MoD. Accordingly make budget provision during the current financial year and subsequent years and release the amount to the authority nominated by the Sainik School Society.
 - d) Provide a project report to the MoD and ensure construction of all school installations including campus improvement within the time frame of 3 to 4 years.
 - e) Provide complete running expenditure for the maintenance of school buildings, other infrastructure and campus land including all installations.
 - f) Provide scholarships on merit-cum-means basis to the students studying in the Sainik School.
 - g) Provide as required by the MoD all expenditure required for the future growth of the schools in order that these institutions grow as modern institutions.
 - h) Provide accommodation for Officers and staff before starting the school in temporary accommodation.
 - i) Ensure CBSE affiliation to the new school.
- 3. **Responsibilities of MoD - The MoD shall:-**
 - a) Provide Service Officers for the posts of Principal, Headmaster and Registrar.
 - b) Provide National Cadet Corps staff and Army Physical Training Corps NCOs as per existing norms applicable to all Sainik Schools.
 - c) Provide Centre-share of scholarship as per existing norms applicable to all Sainik Schools.
 - d) Provide supervision and control over the school through the Sainik School Society functioning from the MoD
- 4. The School shall be governed by the Sainik schools Society Rules & Regulations 1997, as amended from time to time

FORCE MAJEURE

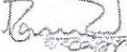
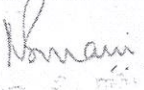
- 5. Neither party will be held responsible for non-fulfillment of its respective obligations under this Agreement due to the occurrence of any of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party claiming force majeure, Lockouts beyond its control, Epidemics, Riots, Civil Commotions etc. Provided on the occurrence and cessation of any such event the party affected thereby gives a notice in writing to this effect to the other parties within one month of such occurrence of cessation.
- 6. **Indemnity:** The State Govt, hereby agrees and undertakes Jointly and severally to indemnify the MoD, its representatives, administrators and properties from and against any and all actions, demands, proceedings, prosecutions, attachments and the like arising out of its liabilities and all charges, taxes etc. Similarly MoD shall be liable to indemnify the State Govt. on account of any valid losses arising out of and due to the fault of the MoD.

- 7- **Liabilities.** MoD shall not be liable for :
 - a) Discharging any financial commitments made by the State Govt.
 - b) Any suit arising out of infringement of any laws by the State Govt,


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8. **Breach of Agreement:** Any loss or losses to the parents or the pupils and the MoD arising out of or due to the breach of agreement by the State Govt. shall be compensated fully by the State Govt. Similarly any suit arising out of or due to breach of agreement by the State Govt. shall be defended as well as paid for by the State Govt. solely.
9. **Amendment to the Agreement :** The obligation of the MoD and the State Govt. have been outlined in this Memorandum of Agreement However, any amendment/ modification may be carried out only by the mutual consent of the both parties to be recorded in writing.
10. **Period of validity:** This agreement shall be valid as long as the school at Sambalpur continues to function.
11. **Arbitration :** In the event of any dispute or difference arising between the parties here to which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government and if such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ('Law Secretary'). The Arbitration and Conciliation Act. 1996 (No.26 of 1996) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by and dissatisfied with such award may make a further reference for setting aside or revision of the award to Law Secretary. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties shall share equally the cost of arbitration as intimated by the Arbitrator. The Arbitration Proceedings shall be held at New Delhi.
12. IN WITNESS WHERE OF the parties hereto have signed, sealed and delivered this Memorandum of Agreement on the day, month and year first above written in the presence of:-

Witness:

- 1- 
 G. RAMABABU
 (IN) G. RAMABABU
 Inspecting Officer (G)
 रक्षा मंत्रालय, नई दिल्ली
 Ministry of Defence, New Delhi
- 2- 
 Ramani
 (IN) G. RAMABABU
 Inspecting Officer (G)
 रक्षा मंत्रालय, नई दिल्ली
 Ministry of Defence, New Delhi

Signed by...

(Name & Designation)

For and on behalf of President of India
 (FIRST PARTY)

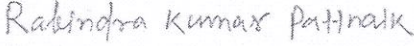
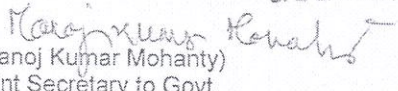
Signed by...

(Smt. Ranjana Chopra)

Commissioner cum Secretary to Govt,
 School & Mass Education Deptt
 (Name & Designation)

For and on behalf of Governor, State of Odisha
 (SECOND PARTY)

Witness

1. 
 Rabintra Kumar Pattnaik
 (Rabintra Kumar Pattnaik)
 F. A. Cum-Addt. socy. to Govt.
 F. A. Cum-Addt. Secy. to Govt.
 S. B. M. E. Department.
2. 
 Manoj Kumar Mohanty
 (Manoj Kumar Mohanty)
 Joint Secretary to Govt.
 Joint Secretary to Govt.
 School & Mass Edn. Deptt.

Commissioner-cum-Secy. to Govt.
 School & Mass Education Deptt.


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