

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MoU") is entered on this date...10/11/2021...("the Effective date") at Uttar pradesh, India.

BY AND BETWEEN



DAYANAND VEDIC COLLEGE, ORAI

AND



UTTAR PRADESH ATHLETICS ASSOCIATION

Proposed by Dr. Rajan Bhatia

Incharge, Deptt. of Physical Education

Dayanand Vedic College, Orai

MEMORANDUM OF UNDERSTANDING

BETWEEN

DAYANAND VEDIC COLLEGE, ORAI

AND

UTTAR PRADESH ATHLETICS ASSOCIATION

This **Memorandum of Understanding** (here-in-after referred to as "MOU") is made and entered into this 10/11/2021 (here-in-after referred to as the "Effective Date") at Jhansi, Uttar Pradesh.

BETWEEN

Dayanand Vedic College, Orai herein referred to as **D.V. College**, is a prestigious college of the district Jalaun, U.P. offering UG, PG and Research Doctorate Programmes in various faculties. The College received 'B' grade (with a C.G.P.A. 2.61) by NAAC in 2014 and 'A' category by the Directorate of Higher Education Prayagraj (U.P.). The physical education Department of the college provides the facilities for indoor and outdoor games like Badminton, Table Tennis, Cricket, Football, Volleyball and athletics, etc. having its Registered office at Orai, district Jalaun (U.P.) is represented through its Authorized Signatory Prof. (Dr.) Rajesh Chandra Pandey, Principal, Dayanand Vedic College, Orai **FIRST PART.**

and

Uttar Pradesh Athletics Association (UPAA) Registered under the Societies Registration Act XXI of 1860, registration no. 1044/1964-65 (File no.1/14257), having its office at 133, Bima Vihar, Lakhanpur, Kanpur-208024 (U.P.) India, {here-in-after to as "**UPAA**"}, being represented through its Authorized Signatory, Mr. P. K. Srivastava, Secretary, of the **SECOND PART.**

Whereas UPAA is the apex & sole body of the sport of Athletics administration in Uttar Pradesh to look after the interest of Athletics in general and Athletes in particular. UPAA's aim & objectives are to promote, encourage, manage, control, develop and supervise the game of Athletics in special and of the Olympics in general in the State of Uttar Pradesh. UPAA is an Official Organization in complete and sole in charge of all Athletics matters in the State of Uttar Pradesh. UPAA being an affiliated State Association with Athletics Federation of India (AFI) enforces all rules and regulations of the Athletics Federation of India {Indian Athletics}. UPAA has the authority to organize Competitions and Meets at various levels within the rules and regulations of AFI and also Invite and hold National & International Championships with the sanction of necessary authorities.

Whereas, with this collaboration Dayanand Vedic College, Orai and UPAA agree to join together in collaborative partnership for the development of Athletics to make concerted efforts for the success of State & National Athletics in Uttar Pradesh. The areas of cooperation can be extended through mutual consent. Now, this MOU between Dayanand Vedic College and UPAA recognizes Dayanand Vedic College to be a National Partner to UPAA for organization of Athletics on the whole activities enumerated below:

RESPONSIBILITIES:

Dayanand Vedic College, Orai will:

- a. Act as a Resource Partner for UPAA to meet the proposed mutually agreed activities of Athletics in Uttar Pradesh.
- b. Act as an interface between various departments of Dayanand Vedic College, Orai
- c. Support the initiatives of UPAA through its Physical Education Department
- d. Act as an Organiser and National Partner of State Athletics.
- e. Act as knowledge and technological partner and support UPAA in areas of administration, fundraising and publicity, etc.
- f. Bring about effective change in organizational structure, innovative ideas and proactive development of organizational strategies and strengthen the workforce pattern of the Athletics organization.
- g. Organize Seminars & short-term programs for the cause of State & National Athletics.

UPAA will:

- a. Provide all necessary information and relevant documents of National Championships to the first party as and when needed for raising facilities.
- b. Facilitate and assist in securing necessary permissions and permits from local authorities for CSL activities of D.V. College, Orai through its contacts in various departments in the Government of Uttar Pradesh, MoYAS, Government of India and SAI, etc.
- c. Assist D.V. College, Orai in organizing joint meetings, conferences, ceremonies etc. with other organizations and provide support in giving presentations and dissemination of information.
- d. Allow the members of D.V. College, Orai to either donate funds to UPAA or even undertake the schemes directly under the supervision of UPAA.

FINANCIAL OBLIGATIONS

Since the MoU intends to cooperate to achieve the above-mentioned objectives, both parties agree that while organizing any activity towards its objectives in the future, both parties shall work out financials and enter into separate agreements for each activity. This is also agreed that if there is a surplus amount after meeting the complete expenditure of the organization of any event the revenue sharing will be on a 50:50 basis.

Both parties shall appoint a Nodal Officer to interact on a day-to-day basis for the implementation of the MOU.

GOVERNING LAW AND DISPUTE RESOLUTION

Period of Validation: The agreement shall be valid for five years from the date of signing.

Governing Law:

All disputes arising out of or in connection with this MoU shall be governed by the laws of the Republic of India.

Dispute Resolution:

In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this MoU or out of or in connection with the breach, or alleged breach of this MoU (hereinafter referred to as the "Dispute"), the Parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within thirty (30) days after one party informs the party of the other par in writing of the existence of the Dispute, then either of the parties may refer the dispute for resolution by

arbitration. The Dispute shall be settled by 3 (three) arbitrators, of which D.V. College, Orai, shall appoint one arbitrator, UPAA shall appoint the second arbitrator and the third arbitrator shall be appointed by the two appointed arbitrators. Such arbitration shall be governed by and conducted by the Arbitration and Conciliation Act, 1996 and any subsequent amendment. The arbitration shall be held at Delhi, India. All proceedings in any such arbitration shall be conducted in English.

TERMINATION:

The MoU can be terminated by either party by giving ten days' notice in writing. However, the termination will not affect the organization undertaken further to this MoU, which shall be completed as per the terms agreed separately.

The parties hereto have caused this Memorandum of Association to be executed and agreed:

**For Dayanand Vedic College, Orai
Principal**

Prof. (Dr.) Rajesh Chandra Pandey
Date:
जिला-जालौन (3020) 285001

Witness:

1. Signature.....
Name.....Dr. Alka Rani Puri
Address.....Dept. of English
Dayanand Vedic College, Orai
2. Signature.....
Name.....Dr. Pravin Singh
Address.....Dept. of Chemistry
D.V. College, Orai

**For Uttar Pradesh Athletics Association
Secretary**

Mr. P. K. Srivastava
Date:

P.K. Srivastava
Secretary
U.P. Athletics Association



Witness:

1. Signature.....
Name.....SHRI KRISHAN YADAV
Address.....128/82 Gurmastha
Devkinagar, KANPUR
2. Signature.....
Name.....NEERAJ SRIVASTAVA
Address.....128/715 'K' Block
KIDNAY NAGAR KANPUR-208011