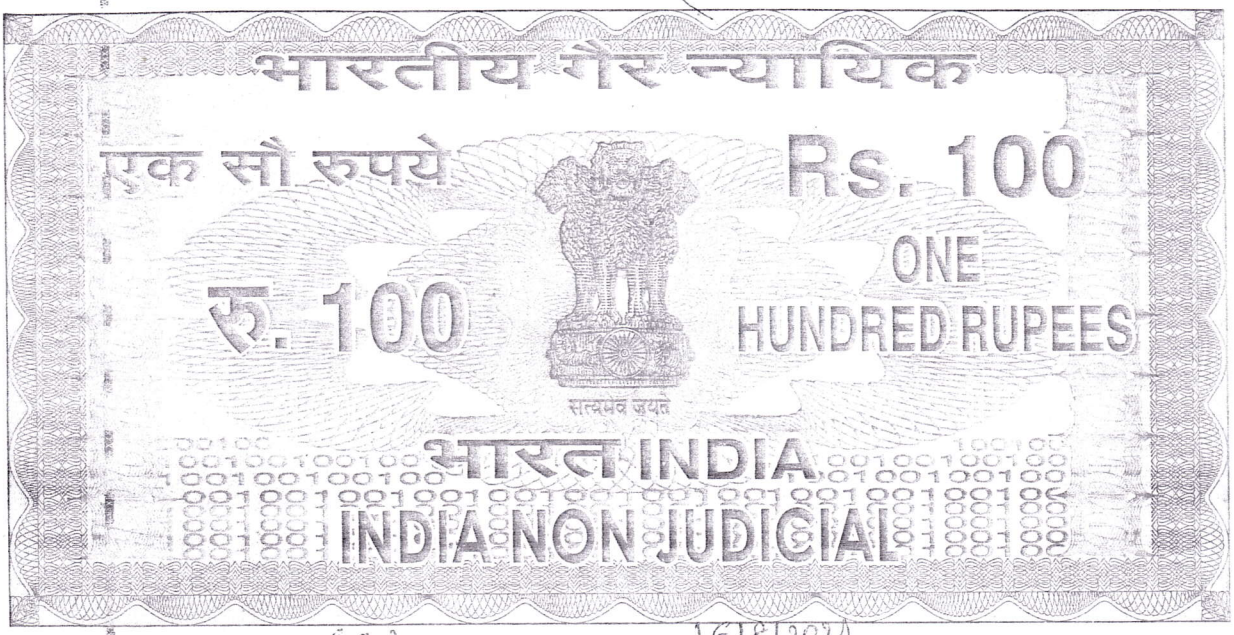

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

गोवा GOA A 631576

693 16/8/2022

100/-

Rotary club of Panaji

[illegible] DALV[illegible]

[illegible] 28th June 200[illegible]

Memorandum of Understanding

THIS Memorandum of Understanding ("MoU") is made at Taleigao, Goa on this 16th day of the Month of August 2022.

BY AND BETWEEN

Goa University, represented by its Registrar Professor Vishnu S. Nadkarni, major in age, Indian National, having its office at Goa University, Taleigao Plateau, Goa hereinafter referred to as "**UNIVERSITY**" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the One Part:

AND

Rotary Club of Panaji, a non-profit making NGO, represented herein by Rtn. Glenn Kalavampara, its President for the year 2022-23 major in age, Indian National, having its

Office at C/o Rotary Club of Panaji, Kasturba Matoshri High School, Panaji – Goa, hereinafter referred to as the "**(RCP)**" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the Other Part;

Whereas:

RCP being an NGO had earlier constructed a clock tower as a landmark structure to beautify the surroundings near the library and to provide accurate time to the students, faculty and road users for the common good of the students, faculty and common public visiting the Goa University.

The pre-existing MoU dated 18th November 2016 was signed by the then Officiating Registrar Shri M Shreedhara on Behalf of University and the then President, Shri Rtn Nilesh Shah on behalf of the Rotary club of Panaji.

There is a need to renew the MoU for a further period of 5 years, as the 1st period has been completed. This has been agreed upon by both Parties.

Therefore, this MoU, for the records purpose, is signed by the present signing authorities respectively on behalf of both the parties.

Now therefore it is agreed between the two parties, in continuation of the last MoU signed on 18/11/2016, to the following terms and conditions:

1. The Period of Extension of the pre-existing MoU is extended for a further period of five years, prospectively from 16th August, 2022 and shall remain in force unless it is terminated in accordance with the provisions of this present MoU. The Period between 18th November 2021 and 15th August 2022 is condoned due to several reasons including the onset and continuity of the ongoing Covid – 19 pandemic.

2. The University affirms that all the locations of the Clock Tower are situated within their property and that no third party has a right over the said property and that RCP accepts that the clock tower shall be the ownership of the Goa University and RCP shall continue to maintain the said clock tower

3. That the RCP shall not carry out any business or commercial activity within the University campus of whatsoever nature involving the clock tower.

4. That the RCP shall be permitted to display the logo of Rotary Club and the name of the sponsoring establishment on the clock tower structure and within its close premise.

5. The RCP will maintain the Clock Tower with the help of sponsors can be given branding space around the tower with the approval of the Goa University.

6. However, it shall not be permitted to display any commercial advertisements/ hoardings/ marketing boards etc on the electric poles or on the public sides/traffic circles passing through the University boundary/campus anytime during the validity of this MOU or any time thereafter. Putting up for display of such hoardings /boards are not permitted unless otherwise accepted by the University.

7. While the electricity supply needed for running the Clock tower will be provided by the University, However, the RCP shall be fully responsible for all the maintenance work to be carried out in connection with the clock tower. The maintenance work includes the work of repairing, painting, re-fabricating, plastering, cleaning, including fitting a solar panel if so, required etc. The RCP shall see to it that at all

times the time displayed on the clock tower is accurate time matching the Indian Standard time.

8. If at any stage Officials of the University finds any damage to the clock tower, they shall immediately intimate to the RCP or any of their office bearers, so as to facilitate RCP to undertake maintenance/repair at the earliest possible and convenient time. The RCP shall on the information received from the University or Suo Motto take all the necessary steps within the shortest possible time towards the maintenance of the structures in all respects which require immediate attention and repair. The structures erected should not be rendered in such a manner that it causes or is likely to cause any harm or danger to the life or property of any person.

9. That both parties agree that this project is purely for a social cause and not for any business / monetary consideration/ transaction.

10. That the Goa University shall instruct their security personnel to monitor the safe keep to the extent possible, without holding University, its officials, staff or students responsible for any damages/breakages etc to the said clock tower caused at any point of time.

11. If the parties so desires, this MoU shall be deemed to be renewed for a further period of 5 (five) years subsequent upon completion of the period permitted vide this MoU. The University reserves the right to extend the validity of the applicability of this MoU.

12. Without prejudice to any other provisions of this MoU, the University shall not be liable to the RCP for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with this MoU.

13. This agreement shall only be amended in writing, signed by the parties.

14. That the Goa University may terminate this MoU forthwith, if any of the following events occur at any time by giving in advance 60 days notice to the RCP.

    If there is a material breach by RCP of any of the above-mentioned terms and conditions contained in this MoU, either party may terminate the MoU for whatsoever reason by giving a written notice to other party of not less than 60 days by a registered AD post for which acknowledgment is received.

15. Any cause of action arising out of this MoU will be governed by and construed in accordance with the laws of India and shall be subjected to the jurisdiction of the Courts in Goa.

16. In the event that any dispute or difference arises out of or relating to this MoU between the Parties, the Parties may refer the dispute to arbitration. Such arbitration shall be conducted by an arbitrator to be mutually appointed by the Parties as per provisions of the Indian Arbitration and Conciliation Act, 1996 and shall be held in Goa. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

17. There shall be two originals of this MoU and both shall be treated as originals of each other.

IN WITNESS WHEREOF this MoU has been entered into on the date and year first hereinabove written.

For Goa University

By: _____ 16/08/22

Name: Professor Vishnu S. Nadkarni

Designation: REGISTRAR

Date: 16-08-2022

For Rotary Club of Panaji

By: _____ 16/08/22

Name: Rtn Glenn Kalavampara

Designation: PRESIDENT

Date: 16-08-2022

Witness:

1. Name: V. L. Sawker

   Address: University Engineer
   Goa University

   Signature: _____ 16/8/2022

2. Name: Prashant N. S. Kuncolienkar

   Address: 17/246/3, Santismo Waddo, Taleigao

   Signature _____ 16/08/2022