



[MONOGRAM OF
PARTY 2]

MEMORANDUM OF AGREEMENT

BETWEEN:-

SAINIK SCHOOLS SOCIETY

AND

[Name of PARTY 2]

DATED:-

This Memorandum of Agreement (“**MoA**”) dated [insert date] is entered by and between: –

1. **Sainik Schools Society**, a registered society under section 3 of the Societies Registration Act, 1860, having its registered office in Central Secretariat Building (Room No. 137 South Block), New Delhi (“**SSS**”) of the First Part; and
2. [Name of PARTY 2 along with details such as constitution and address] (“**Approved School**”) of the Second Part.

SSS and the Approved School shall individually be referred to as “**Party**” and collectively as “**Parties**”, unless the context otherwise requires.

WHEREAS:-

- A. SSS is responsible for the management of Sainik Schools established in various parts of India.
- B. The Government of India has decided that SSS shall enter into Approvals with private or government schools to implement the Sainik School model, in accordance with the Rules & Regulations for New Sainik Schools in partnership mode (“**hereinafter referred as R&R**”).
- C. This Approval is intended to provide exposure to students in these schools to modern and innovative curricula in alignment with the National Education Policy, 2020, and to enable development of students by nurturing values such as national pride, indomitable courage, and respect for one’s country and society.
- D. The Approved School is desirous of establishing such an Approval with SSS.
- E. Accordingly, the Parties are desirous of entering into this MoA and recording their mutual understanding, and terms and conditions under this MoA.

Now therefore, for and in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:–

1. Term of the MoA

- 1.1. This MoA shall be effective from the date of its signing (“**Effective Date**”).
- 1.2. Unless terminated earlier as provided under Clause 11 of this MoA, this MoA is to remain in full force and effect for a period of two years from the Effective Date (“**Term**”).
- 1.3. Upon expiry of the Term, if the Approval Committee established under the R&R finds that the Approved School has fulfilled all obligations and complied with all conditions under this MoA and the R&R, then SSS may extend the term for a further period of fifteen years on such terms and conditions as may be specified by SSS in writing.

2. Objective of the MoA

The objective of this MoA is to implement the decision of the Approval Committee established under the R&R to affiliate the Approved School in accordance with the said Rules & Regulations.

3. Applicability of R&R

In addition to any applicable law, while fulfilling any obligation under this MoA or undertaking any action pursuant to this MoA, both Parties shall be bound by the R&R set forth in Annexure I to this MoA.

4. Representations and Warranties

Each Party represents and warrants to the other Party that:

4.1. It has the power and authority to enter into this MoA and perform, execute and deliver pursuant to this MoA, and is not prohibited from entering into this MoA.

4.2. Where one party has provided information, representations, data, reports and/or other materials to the other party for use in pursuance of this MoA, it has been duly authorised or is entitled to do so.

4.3. The execution, delivery and performance of this MoA by either Party:–

4.3.1. is not in violation or contravention of any provision of either of its charter documents and the applicable rules and regulations made by the SSS under the Societies Registration Act, 1860, as may be amended from time to time; and

4.3.2 is not in violation or contravention of any law, registration requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, or authority by which it is bound.

4.4. There is neither any legal constraint nor any litigation pending against it which restrains or prohibits either Party from executing this MoA.

4.5. Both parties acknowledge that they are entering into this MoA in reliance of the representations and warranties of the other Party as enlisted in this clause of this MoA.

5. Obligations of the Parties

During the Term:-

5.1. SSS shall:-

5.1.1. provide guidance and support to the Approved School for successful implementation of the Sainik School model in the school;

5.1.2. assist the Approved School in obtaining automatic allotment of its students to vacancies in Junior Division/Wing of the National Cadet Corps; and

5.1.3. organise training of faculty and personnel of the Approved School in duly qualified training institutions, where the expense of such training is to be borne in such manner as may be specified by SSS from time to time.

5.2. The Approved School shall:-

5.2.1. adopt and implement a ten-hour daily training schedule in the school on working days in such form and manner as may be directed by SSS from time to time;

5.2.2. ensure availability of trained personnel in the school as per standards laid down by SSS from time to time;

5.2.3. ensure participation of faculty and personnel of the school in the training programs organised by SSS from time to time;

5.2.4. promote and monitor disciplinary standards in the school to maintain the physical health and mental well-being of the students and staff, by *inter alia* putting in place a policy of zero tolerance towards any form of ragging, consumption of alcohol, tobacco, narcotics, and other substances, and vulgarity;

5.2.5. ensure that it does not use the name of SSS or any documents related to SSS for raising any loans or obtaining any advances from any person or organisation without the approval of SSS;

5.2.6. individually manage all complaints, disputes, or litigation arising in relation to the school, unless such complaints, disputes, or litigation concerns SSS either directly or indirectly, and notify SSS of all updates on any complaints, disputes, or litigation in relation to the school;

5.2.7. comply with all conditions and fulfil all obligations specified in the R&R; and

5.2.8. ensure that all actions in pursuance of this MoA are in compliance with the applicable rules, regulations and bye-laws made by SSS under the Societies Registration Act, 1860, as may be amended from time to time.

5.3. In addition to the obligations enlisted in Clause 5.1 and Clause 5.2 of this MOU, both Parties shall fulfill all obligations which may be imposed upon them under the R&R.

6. Financial Terms

6.1. SSS shall pay the Approved School such sums as may be determined by competent authorities from time to time, including sums payable under schemes which may be set up by the Government of India for Sainik Schools.

6.2. The Approved School shall pay SSS such sums as may be specified by SSS in writing from time to time.

7. Intellectual Property

7.1. The Approved School shall use the intellectual property of SSS as part of its name, logo or otherwise in accordance with such conditions as may be specified by SSS in writing from time to time.

7.2 Subject to Clause 7.1, nothing in this MoA shall be construed as having granted any other license, interest or right to the Approved School, whether by implication, estoppel, or otherwise in respect of any intellectual property rights of SSS.

8. Personnel, Coordination and Monitoring

8.1. Both Parties shall establish and maintain communications through such personnel as may be designated by either Party from time to time in this regard.

8.2. The designated personnel shall monitor and coordinate the activities and obligations of the Party which designated it, submit any deliverable to the other Party, as may be required, and ensure timely issuance and approval of the invoices and receipts for payment.

8.3. The Approved School shall provide such reasonable assistance as may be required by SSS from time to time for discharging its obligations under Clause 5.1 of this MoA.

9. Confidentiality

9.1. Neither Party shall disclose to any third party or release in the public domain the terms and conditions of this MoA, and any information received from the other Party in connection with this MoA, except as required by law or as permitted under this MoA or with the prior written consent of the other Party.

9.2. If a Party receives any other information from the other Party which has been expressly classified as 'confidential', then the Party which has received such information shall use that information solely for the purposes of implementing this MoA, and shall not disclose it to any third party unless authorised in writing by the other Party.

9.3. This clause shall survive the termination of this MoA.

10. Modification

10.1. This MoA may be modified only in writing, when such modification has been authorised by both Parties.

10.2. Nothing contained in Clause 10.1 shall be applicable to any changes made to the R&R.

11. Penalties, Termination and Consequences of Termination

11.1. Where, SSS is of the opinion that:–

11.1.1. the Approved School has violated any of the provisions of this MoA or the R&R; or

11.1.2. any condition for the imposition of penalty under Chapter 12 of the R&R has been fulfilled; or

11.1.3. the Approved School has, through any of its actions, disparaged or diluted the image, goodwill and reputation of SSS, or that the Approved School has become the subject of public disrepute, contempt, or scandal that affects the image, goodwill and reputation of SSS,

then SSS may issue a show-cause notice to the Approved School requiring it to immediately take any remedial or curative actions necessary. SSS may inform the general public of such violation or actions by the Approved School in such manner as it deems fit.

11.2. Within fifteen days of the receipt of the show-cause notice, the Approved School shall submit a written response to SSS containing details of the remedial or curative actions taken by the Approved School pursuant to Clause 11.1.

11.3. Upon receipt of the written response under Clause 11.2, or after thirty days of having issued the show-cause notice under Clause 11.1, whichever is earlier, if SSS is not satisfied with the response provided or the action taken by the Approved School, it may:

11.3.1. impose such penalty on the Approved School as it deems fit under Chapter 12 of the R&R ; or

11.3.2. terminate this MoA forthwith.

11.4. Upon termination of this MoA by SSS pursuant to Clause 11.3.2, the Approval of the Approved School with SSS shall stand cancelled, the right of the Approved School to use the intellectual property of SSS under Clause 7.1 of this MoA shall stand terminated and the Approved School shall promptly return to SSS or destroy any information, documents, materials, etc. provided by SSS to the Approved School in connection with this MoA, including any copies thereof.

11.5. Notwithstanding the termination of this MoA, a Party shall reserve the right to recover from the other Party any dues under this MoA which had become payable prior to such termination and shall include any penalty that may be imposed on the Approved School by SSS under this Clause. Further, pursuant to Clause 6 of this MoA, any sum already paid by a Party to the other Party shall be reimbursed to the former by the latter on a pro-rata basis in relation to only those obligations arising under this MoA which were not required to be fulfilled by the latter as a consequence of termination of this MoA.

11.6. The imposition of any penalty or termination of the MoA under this Clause shall be without prejudice to SSS's right to avail any legal remedy or claim damages from the Approved School for breach of this MoA.

12. Dispute Resolution and Governing Law

12.1. This MoA shall, in all respects, be governed by and construed in accordance with the laws of India.

12.2. The courts at New Delhi, India shall have exclusive jurisdiction in relation to any disputes arising under this MoA.

13. Notices, Correspondences and Deliveries

13.1. Any notices, authorizations, correspondence, deliveries or other communications required pursuant to this MoA may be sent to the addresses set forth in this Clause.

13.2. Either Party may change these addresses by giving written notice of such change to the other Party.

13.3. The addresses of the Parties for all notices and other communications are as follows:-

SSS:-

Room No. 137,
Central Secretariat Building,
South Block, New Delhi.

[Name of Approved School]

[Address of Approved School]

14. Severability

If any provision of this MoA is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be separable from the remainder of the provisions hereof which shall continue in full force and effect as if this MoA had been executed with the invalid provisions eliminated.

15. Force Majeure

15.1. No Party shall be liable for any default or delay in the performance of its obligations under this MoA, if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, acts of war, terrorism or civil unrest beyond the reasonable control of the Parties (“**Force Majeure Events**”), provided that the non-performing Party is without fault, has taken all reasonable steps to mitigate the effect of such event and the default or delay could not have been prevented.

15.2. If a Force Majeure Event occurs, the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party continues to use its reasonable endeavors to recommence performance.

15.3. Any Party so delayed shall promptly notify the other and describe the circumstances causing the delay.

16. Assignment

Neither Party may assign, transfer, delegate, or pledge this MoA or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party.

17. Entire Agreement

This MoA and the documents contemplated hereby embody the entire terms and conditions agreed upon by the Parties in relation to the Approval of the Approved School in accordance with the R&R and supersede all agreements entered into by the Parties, whether written or oral, relating to the subject matter hereof.

18. Waiver

18.1. The failure of either Party to insist upon strict performance of any provision of this MoA, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this MoA.

18.2. A waiver of any default shall not constitute a waiver of any subsequent default.

18.3. No waiver of any of the provisions of this MoA shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

In witness whereof, the Parties have caused this MoA to be executed by their duly authorised representatives as of the date first written above.

For and on behalf of SSS

For and on behalf of [Name of Approved School]

Honorary Secretary

Chairman of the Governing Body

Sainik Schools Society

[Name of Approved School]

Annexure I

SSS Rules & Regulations for New Sainik Schools in partnership mode.