

झारखण्ड JHARKHAND

C 955282

This Memorandum of Understanding "MoU" ("Agreement") is made on this 17th day of June, 2015 at Ranchi

By and Between

Government of Jharkhand (hereinafter referred to as "GoJ"), represented by the Secretary, Department of Art, Culture, Sports & Youth Affairs ("DoACS&Y"), Government of Jharkhand, Mr. Avinash Kumar, IAS, having its Office at MDI Building, HEC Campus, Dhurwa, Ranchi, Jharkhand, (hereinafter the "Authority"), which expression shall, unless the context otherwise requires, include its successors and assigns of the FIRST PART;

And

Central Coalfields Limited, (hereinafter referred to as "CCL"), a wholly owned subsidiary of Coal India Limited, A Government of India Enterprise having its Registered office at Darbhanga House, Kutchery Road, Ranchi-834029, Jharkhand and represented herein by its General Manager, (SD & CSR), Mr. Jitendra Tiwari, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assignees of the SECOND PART;

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

The expressions 'DoACS&Y' and 'CCL' shall hereinafter, as the context may admit or require, be individually referred to as the 'the Party' and collectively as 'the Parties'.

WHEREAS:

A. The Government of Jharkhand (GoJ) and Central Coalfields Limited (CCL), both parties have agreed in principle to the objective of achieving the common goal of promoting sports in the State of Jharkhand and is jointly pursuing the development of Sports under the aegis of the society constituted under The Societies Registration Act 1860, so as to provide greater and concentrated focus on development & nurture of talented sports personnel/players and Establishment of fifteen (15) sports academies [in identified sports] (each such sports academy hereinafter referred to as "Sports Academy") and a sports university ("Sports University") at Integrated Sports Complex at Hotwar.

B. In order to organise and host the 34th National Games in Jharkhand, DoACS&Y, Government of Jharkhand has established various sports facilities in the State including an Integrated Sports Complex at Hotwar, Ranchi. Major facilities that were created to organize the National Games includes:
   a. Integrated Sports Complex at Hotwar, Jharkhand
   b. Games Village on Public Private Partnership mode
   c. Astroturf Hockey Stadium, Morabadi, Ranchi.
   d. Birsa Munda Football Stadium, Morabadi, Ranchi.
   e. Saheed Birsa Munda Stadium, Silli, Ranchi
   f. Guest Houses at Dhanbad and Maithon.

C. The National Games took place in 2011 and since then the facilities are lying unused. In order to promote Sports in the State of Jharkhand, Government of Jharkhand is keen to develop various Sports Academies and Sports University through corporate houses under CSR. The said Academies and University shall be developed in the following facilities: Integrated Sports Complex at Hotwar and Astroturf Hockey Stadium at Morabadi.

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

a) Integrated sports complex at Hotwar along with its allied facilities like the Administrative Building, VVIP Guest House, Boy's & Girl's Hostel, Convention Centre and the vacant space/ area of the integrated sports Complex, Hotwar on as-is where-is basis;

b) Hockey Stadium at Morabadi on, as-is where-is basis;

c) Residential units (to a maximum of 125 units of 2-3 bedroom) at Sports Village for accommodation of the faculty of the proposed academies & university; provided however that this shall be deemed to form part of Project Facility only in case Authority decides during subsistence of this MoU to make available and makes available the same to Society on license basis on terms & conditions as Authority (SAJHA) deems appropriate.

(the infrastructure facilities as set out at (a) and (b) above herein after referred to as the "Project Facility")

D. Post National Games, DoACS&Y has transferred the entire facility/ complex comprising the above set forth stadia, to Sports Authority of Jharkhand (SAJHA) for Development of Sports in the State. SAJHA is a nodal agency under Department of Art, Culture, Sports & Youth Affairs with a mandate to promote sports in the State of Jharkhand.

E. The parties shall ensure that a Society is constituted under Societies Act 1860, represented by SAJHA on behalf of Government of Jharkhand and CCL for undertaking the Up gradation, Establishment, Operation, Maintenance and Management of fifteen (15) sports academies [in identified sports] (each such sports academy hereinafter referred to as "Sports Academy"), a sports university ("Sports University") and setup a School (CBSE/ ICSE/ Others) to provide formal education to the resident students/resident Trainees/resident Players of the Academies till 10+2 Level at the Project Facility, in compliance with Applicable Laws, good industry practice, applicable permits/approvals/clearances and the detailed project report as approved by the Society ("Project") .

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

F. The Project Facility shall be handed over to the Society on as-is-where-is basis in accordance with terms of this MoU for Up gradation, Operation, Maintenance and Management of the Sports Academy and the Sports University at the Project Facility as per terms hereof. At the end of the 30 (thirty) years, the Project Facility shall be returned to Government of Jharkhand along with all movable & immovable assets thereat, at no cost. GoJ may at its sole discretion decide to renew the term on mutually agreed terms.

G. The brief scope of the Project (the "Scope of the Project") but not limited to shall mean:

a) Up gradation, Establishment, operation, maintenance and management of the Sports Academies, the Sports University and School at the Project Facility pursuant to exercise of license rights granted to the society in terms hereof. Further, till the school / University at the complex gets completely established, for its operation and functioning, the students admitted in the Academy shall be given admission in any of the schools / university located at Ranchi.

b) Performance and fulfilment of minimum development obligations in accordance with the provisions of this MoU and matters incidental thereto or necessary for the performance of any or all of the aforesaid obligations under this MoU to meet in accordance with terms hereof:

i. Procure applicable permits/approvals/clearances as required for the purposes of establishment of the Sports Academies

ii. To select 700 students (minimum) from Jharkhand or such increased number of students from Jharkhand as decided from time to time by the society in various sports academies and provide all related facilities/services free of cost:

- Free training in line with Good Industry Practices
- Boarding & Lodging facility including regular diet to the students.

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

- Playing kits, summer and winter clothing, ceremonial kits, comprehensive medical care, a group insurance scheme for all students enrolled in the Academy and other necessary and required benefits as per good industry practices.

- Provide formal education to the resident students/ resident Trainees/ resident Players of the Academies till 10+2 Level (Higher Secondary).

- Pay Rs. 500/- as monthly stipend to each of the enrolled students of the Sports Academy. The quantum of the said stipend shall be increased by 5% every academic year.

- Provide two sets of international standard sports kit and one set of blazer every academic year to each of the students enrolled in the Sports Academy.

- Progress Monitoring of the Students.

- Regular medical checkups including maintenance of Health Insurance for the Academy students.

iii. introduce courses / training modules in the Sports Academy/Sports University and the prevailing guidelines of the concerned Statutory Authority/ Good Industry Practices;

iv. arrange finance for the up gradation and furnishing of the Project Facility and furnishing of the hostel Facility and the establishment, operation, maintenance and management of the Sports Academies, School and Sports University;

v. levy, collect, retain and appropriate User Fees from the Users of the Sports Academy and/or Sports University in terms of the conditions of this Agreement;

vi. maintain and use the Project Facility & hostel Facility and use such Project Site, Project Facility and hostel Facility for the purposes of the Project.

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

vii. bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations under this MoU.

c) To start at least 7 sports academies within 12 months and balance 8 sports academies in the next 12 months from the date of signing of MoU.

d) Start Sports University within 36 months from the date of signing of MoU

H. The Parties hereby agree, undertake and affirm as under :-

i. That CCL shall bear all Initial cost for meeting the up gradation, rehabilitation and repair requirements of existing facilities as required in establishment of sports academy/school/ university, and the O&M cost shall be borne by parties in equal proportion; provided however all the O&M expenditure shall be pre-approved by the governing body of the society.

ii. The Society shall be manned and managed by CCL through their panel of experts / Employee having relevant experience and at no cost to the Society.

iii. The rules and regulation framed by Society shall govern the operation and management of the society and constitution of the Governing body shall be as approved by Government of Jharkhand and the composition of the Governing Body of the society shall have equal representation of the parties with veto powers to the Chief patron i.e. Chief Secretary GOJ. Decisions in respect of all important administrative, financial and operational matters shall require affirmative consent of both the parties.

iv. The society shall for fulfilment of its obligations herein be entitled to enter into suitable contractual arrangements with third parties on arm's length basis, such third party being selected through transparent, fair and competitive bidding process; provided society shall be liable and responsible for overall management, and discharge of its responsibility and obligations as set out herein.

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

v. The Society shall during the course of undertaking financial arrangement and discharging its financial obligations follow and adhere to the principles of Standards of Financial Propriety as per good industry practices.

I. Each party shall comply with and perform its respective obligations under this MoU and shall work and cooperate in good faith with the other Party with respect to all the obligations and rights hereunder of the other Party.

J. The society shall make provisions for 1400 students in gradual manner for sports academy as follows:-

(a) 350 students to be nominated by the Govt. of Jharkhand and total expenditure on these trainees / students for their studies, sports, uniforms, lodging, fooding etc. shall be provided by the Government of Jharkhand / SAJHA.

(b) 350 students to be selected / nominated by CCL. Total expenditure on these trainees / students for their studies, sports, uniforms, lodging, fooding etc. shall be provided by the CCL.

(c) Candidates for remaining vacancies shall be selected from all over India as per selection criteria to be decided by Society on chargeable basis. In case there is increase in total no, of seats in Academy above 1400, the increased seats shall be shared in equal proportion.

K. The Society shall ensure selection of students (min 700) from Jharkhand (resident of Jharkhand) in various Sports Academies, to whom all related facilities/services free of cost; provided however society shall (subject to Project Facilities within the campus having sufficient capacity as [determined with reference to the minimum facility/services required to be provided to each student] to accommodate extra students, over an above aforesaid 700 number of students) be entitled to select equivalent no of students from across the country for being enrolled and provided with boarding & lodging facilities within the campus at market driven rate. In this regard it is hereby clarified that at no point of time such extra students shall be services/enrolled/admitted at the cost of aforesaid 700 students from Jharkhand and the selection of such extra students shall be done exclusively by the discretion of the society and not through the selection committee constituted). However, the selection of extra students in the

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

academy shall only be applicable once the minimum number of students from Jharkhand i.e., 700 students is selected in various sports academies. Further, in case it is so desire to increase the number of free students from Jharkhand in the Sports Academies, it can accommodate equivalent number of extra students from across the country at market driven rate.

L. Sports University: The admission in the Sports University shall be based on written & oral test to be carried out by the University, however following norms shall apply for admission of the students in the University:

i. 50% of the students shall be reserved for the Resident of Jharkhand with discounted fee @ 25% of total fee to the students of Jharkhand.

ii. 50% from rest of the country and shall be entitled to get fees at market driven rate.

iii. In case, the Academy/University fails to receive requisite number of application from Jharkhand, the University can fill the vacant seats of Jharkhand from students across the country.

iv. The Society shall adhere to and follow all the prevailing reservation policies of the GoJ, GoI, UGC, Statutory Authority and/or orders of the Supreme Court of India, as applicable for Universities for the seats which are filled in by students who are residents of Jharkhand.

v. Preference to admission in the University shall be given to students from the Sports Academy.

M. The Society shall have the right to collect the user fee for use of Project Facility in the following manner:

i. General Public: at market driven rate

ii. Sporting Events for State Universities/ institutions: at Market driven rate.

iii. Sporting Events of SAJHA/ Department of Sports (Government Bookings in accordance with the provisions hereof): Project Facility to be provided for such Sporting events of SAJHA/ Department of Sports/CCL/Government of India Free of Cost in line with the terms of the Agreement, however any revenue on account of advertisement/ sponsorship/ ticketing etc shall be collected by the society.

iv. The society is free to give training to others during the time meant for General Public and collect charges as per market driven rate

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

N. ASSET UTILIZATION: Society shall utilize the assets of the project facility for the purpose of training the students enrolled in the Academy and for the use of the students of the Sports University with priority being provided to the students enrolled in the Sports Academy(s).

i. The Society shall be entitled to make commercial use of the infrastructure facilities available at the Academy by making the same available to the general Public on a daily basis, on terms and conditions determined by it on the basis of market demand.

ii. Further, the physical and other infrastructure available at the Academy can also be made available by the Society to private/ corporate entities/any governmental /CCL entity for hosting / organizing sporting events etc, on market driven terms.

iii. The Society shall be required to make available, free of charge, the physical infrastructure at the Project Facility and the hostel facility to the SAJHA/Authority/CCL or any other State Government agency for a total of 30 days in a year for hosting/ organizing sporting events etc ("Government Booking"). Such Government Booking shall be done by the society only, in such a manner, so that the academic related activities of the students do not suffer.

iv. In no circumstances, the Sports Academy/ the project facility shall be used to organize private functions of the Society or persons claiming through or under it.

O. Without prejudice to any other rights or remedies which the Government of Jharkhand as well as CCL may have under this MoU, upon occurrence of any non-observance, Non-performance or major breach / default of its covenants, obligations or commitments by any of the Parties, including abandonment of project /project site for any reason whatsoever, either of the Parties shall have the right to terminate this Agreement by issuing 6 (six) months prior termination notice in writing to the other Party and in the said process, the Cardinal principle of Natural justice shall be thoroughly observed and in these event of the matters, the interests of the students admitted in the academy / schools / university shall be ensured to be fully protected.

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranchi

P. For preparation of DPR, a consultant may be appointed by the Society.

Q. For annual running expenses, the Society is to submit the budget for approval of the Governing Council and providing fund at the beginning of the fiscal year. Any expenditure beyond the approved Budget (including re-appropriation) will require prior approval of Governing Council. Yearly deficit/surplus shall be shared equally by both the parties.

R. In case of dispute, the matter shall be referred for resolution to the governing council.

S. In case of force majeure or act of God, preventing the parties from fulfilling part or all the obligations, both parties shall be exonerated from carrying out further action as per MOU until the force majeure no longer exist.

IN WITNESS THEREOF, both parties hereto have signed this MOU in two original copies in English on the date indicated above.

17/6/15

(Jitendra Tiwari)
General Manager (SD & CSR)
Central Coalfields Limited

17/6/15

(Avinash Kumar), IAS
Secretary
Department of Art, Culture, Sports & Youth Affairs, Government of Jharkhand

मुख्य कार्यपालक पदाधिकारी
Chief Executive Officer
JSSPS, LMC, CCL, Ranc

5282