



অজম্ব অসম ASSAM

25AA 905500

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed on this 28th Day of August 2020 at Tezpur

- BETWEEN -

TEZPUR UNIVERSITY (TU) established by an Act of Parliament in 1994, having its registered office at Tezpur University, Napaam, Tezpur, Assam, India to be represented by its Registrar, Dr. Biren Das hereinafter called the **FIRST PARTY** (which expression shall unless or otherwise contrary or repugnant to the context and meaning made herein include his heirs, successors, legal representative & assignees and representative) of the **FIRST PART**.

B

[Signature]

-AND -

ASSAM CRICKET ASSOCIATION (ACA), (Affiliated to the Board of Control for Cricket in India) having its Head Office at ACA Stadium, Barsapara, Guwahati-781018 in the district of Kamrup(M), Assam and City Office at R.G. Baruah Sports Complex, Nehru Stadium, Ulubari, Guwahati-781007 in the district of Kamrup(M), Assam to be represented by its Secretary, Sri Devajit Saikia, hereinafter called the **SECOND PARTY** (which expression shall unless or otherwise contrary or repugnant to the context and meaning made herein include his heirs, successors, legal representative & assignees and representatives) of the **SECOND PARTY**.

WHEREAS the First Party is an Educational Institution of repute having its infrastructure including a playground and guest house on its Campus at Napaam, Tezpur and the Second Party is the pioneer organisation, affiliated to the Board of Control for Cricket in India (BCCI) in the State of Assam involved in conducting Cricket matches and development of Cricket in Assam.

AND WHEREAS the Second Party as an exercise of promoting the game of Cricket with proper cricket Infrastructure approached the First Party with a proposal vide letter dated 27.01.2020 to develop and utilise the playground of the First Party.

WHEREAS in response to Second Party's letter dated 27.01.2020, the First Party vide their letter No. F.27-40/2005(GA-I)/6012 dated 06/03/2020 has accepted the proposal of the Second Party for development and maintenance of the Tezpur University playground into

a well equipped Cricket ground for the benefit of the budding cricketers including the students of the University.

Henceforth, First Party and Second Party have agreed upon the following terms and conditions regarding allotment of the playground by First Party and developing the same by the Second Party into a proper cricket ground by signing this Deed of MOU.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS

FOLLOWS:-

1. That the First Party will identify the cricket ground area in the playground of the Tezpur University with demarcation and the Second Party shall develop the same as a proper and standard ground which includes 3(three) turf wickets at the centre and 2 (two) practice wickets as well as the outfield.
2. That the Second Party shall invest necessary fund for developing the cricket facilities and also provide expert manpower for maintenance of the said cricket facilities and in lieu of such investment of money and manpower for development and maintenance of cricket ground, the First Party shall allow the Second Party to host and conduct cricket activities under the banner of BCCI/ACA from time to time.
3. That for hosting any cricket activities in the cricket ground, the Second Party will intimate the First Party about the time and schedule in advance and the First Party shall approve the same subject to the academic and sports calendar of the First Party/University.



4. That the Second Party shall maintain the cricket ground by providing all necessary equipments and machineries, which includes pitch roller, ground roller, ground cover, sight screen *etc.* along with qualified manpower as required for cricket ground maintenance.
5. That during hosting of any BCCI/ACA conducted tournament/matches/camps, the First Party will provide accommodation within the University Campus to participating players/match officials subject to availability on payment basis as per University Rules.
6. That both the parties agreed that as and when the cricket ground and the pitches are ready, the same shall be maintained by the Second Party by providing proper equipment and by engaging curators and grounds men and bear their expenditure.
7. That both the parties agreed that the ground shall be utilised by the Second Party for cricket activities only and the First Party will help and cooperate with the Second Party for proper preservation and protection of the cricket ground by restraining unwarranted, unauthorised and unnecessary trespassing of people and vehicles therein.
8. That both the parties agreed that the First Party will arrange to relocate the high mast light with Pole at the North-West corner of the field for proper site of the Cricket Ground.
9. That both the parties will mutually resolve any issues which may arise in using the said playground due to any dispute or misunderstanding keeping in mind the spirit of the MoU.

10. This MoU will be operational from the date of signature by all Participants, and to remain in effect for 07 (Seven) years from that date. The Participants may agree, in writing, to amend this MoU, including extending its duration.

11. Either Participant may terminate this MoU with three (03) months written notice to the other Participant. However, such termination shall not affect any ongoing act until it is complete.

In witness where of both the parties have signed this Memorandum of Understanding in sound state of health and mind without any duress and coercion from any corner in presence of the below noted witnesses:

Second Party (ACA)

Signature:

Designation:

First Party (TU)

Signature:

Designation: Tezpur University
Napaam, Tezpur

Witnesses (Name & Designation)

1. Name: Sujit Kanabi
Designation: C.E.O.

2. Name:
Designation:

Ramit Paul
R.P.

1. Name: Sri Hriday Saikia
Designation: Jt. Registrar, TU.

2. Name: Sri Madhurya Baruah
Designation: PA to VC, TU.