

अरुणाचल प्रदेश ARUNACHAL PRADESH

257606

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into by Phoenix Rising LLP on the one part, represented by its Director, Mr. Bobby Hano, and on the other part, by Saint Claret College, Ziro, Arunachal Pradesh, represented by its Principal, Dr. Fr. Allwyn Mendoz, CMF.

WHEREAS Phoenix Rising LLP is a company based out of Ziro, Arunachal Pradesh, that organises, produces, and curates artist centric and socially relevant events particularly in the North East.

WHEREAS Saint Claret College (SCCZ) is established by the Claretian Formation Association of North East India with the aim of imparting training and formation at university level to Youth with special focus on the empowerment of youth belonging to the various tribes of the state of Arunachal Pradesh.

AND WHEREAS Phoenix Rising LLP and Saint Claret College have come forward with an interest to organize the Ziro Literary Festival, as an annual event through mutual collaboration. The said event will be a joint venture by both Phoenix Rising LLP and Saint Claret College with defined roles and duties as mentioned below.

1. The venue for the Ziro Literary Festival will be the campus of Saint Claret College at Salaya, Ziro.
2. The event will be initially for two days. The duration can be changed on mutual consent.
3. Phoenix Rising LLP will ensure that the resource persons are contacted and invited for the event. The resource persons' travel up to Ziro and their honorarium will be provided for

*Signature of Bobby Hano*

*Signature of Dr. Fr. Allwyn Mendoz*

by Phoenix Rising LLP. Both parties will be responsible for inviting guests/ dignitaries for the event.

4. Saint Claret College will provide the venue for the event with all necessary arrangements viz., Sound and light, seating, and any other venue logistics as long as these are not required to be procured from external sources.
5. Saint Claret College will also bear the expenses for the accommodation, food, and local travel arrangements of the resource persons for the Ziro Literary Festival. These arrangements will be limited to the days of the event and one day prior to and one day after the event for the resource person only. Food expenses will also be limited to the amount as agreed by both the parties. Any other expenses should be borne by the resource persons themselves. The arrangement of the accommodation will be the responsibility of Phoenix Rising LLP. SCCZ will be in no way responsible for the behaviour of the resource-person during their stay for the event. Any additional arrangement or adjustment with regard to accommodation of the resource persons can be made through mutual consultation.
6. Phoenix Rising LLP will design the publicity material for the event. Publicity of the event through digital platform (website, Facebook page and or any other Social media) will be the responsibility of both the parties. Publicity through posters, banners etc. will be the responsibility of Phoenix Rising LLP.
7. Both the partners should ensure that all publicity material must have adequate and prominent mention of Phoenix Rising LLP and Saint Claret College.
8. Registration fee for the Ziro Literary Festival will be as agreed upon mutually by both parties. Any returns obtained through the Literary Festival will have to be shared between the parties so that the expenses incurred may be covered.
9. Both parties will try to obtain funding for the event through governmental and non-governmental sources. The amount thus obtained will be utilized to meet the expenses incurred by the Ziro Literary Festival. Both parties must inform each other of any funding availed. Any Sponsors for the event will have a special mention on all publicity material. If either of the parties avails higher amount through funding, the party must bear a higher share of expenses for the Literary Festival.
10. The event will be open to all *bonafide* students of Saint Claret College, Ziro. HoDs of various departments will be invited to the event. Students of other Higher Education Institutes and Senior Secondary Schools will be invited as per convenience.
11. The entry ticket charges if any, should be discounted for the students and staff of SCCZ. Phoenix Rising LLP can also recommend discounted entry tickets for individuals.



12. After the conclusion of the event, both parties will audit the expenses incurred for the event. Both parties will have their accounts presented through a representative and have the total account audited.
13. Saint Claret College shall undertake to see that the students and staff participating in the event agree to abide by the rules, and guidelines that would be drawn up after mutual discussion and understanding. Phoenix Rising LLP must ensure that the resource-persons / artistes, who visit the campus must adhere to the rules and regulations of the campus and of the Ziro Literary Festival.
14. All group discussions, reading sessions, poetry sessions, opinions expressed etc. must not offend the sentiments or sensibilities of the local populace, and of the nation. All opinions and views expressed, will be of the individuals and do not necessarily reflect the viewpoints of Saint Claret College, Ziro.

AND WHEREAS the MOU signed herewith is valid for the duration of five years only. The same shall be renewed after this period on the basis of a review of the performance and practices to the mutual satisfaction of both the parties.

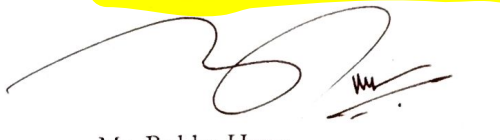
AND WHEREAS both Phoenix Rising LLP and Saint Claret College reserve the right to discontinue future Programmes due to conditions beyond their control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, legal actions of any manner whatsoever. Such an action shall not be deemed to be a breach of this MOU.


AND WHEREAS any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultation and by written consent by the parties to the MOU.

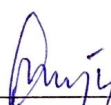
AND WHEREAS this MOU shall continue during any dispute proceedings or any other dispute resolution mechanism.


Either party must be able to withdraw from the MoU – provided the withdrawal is communicated at least 3 months in advance.

IN WITNESS WHEREOF, the parties hereto have affixed their seal and signature to this Memorandum of Understanding on this 3<sup>rd</sup> day of September, 2018.

  
Mr. Bobby Hano  
Director,  
Phoenix Rising LLP

  
Dr. Fr. Allwyn Mendoz, CMF  
Principal,  
Saint Claret College, Ziro

Witness:   
Hag Roy

Witness:   
Fr. Ernest Kharawlong