

**MOU BETWEEN SYNOD AND DIOCESE/CHURCH/ORGN.**

Communion of Evangelical Episcopal Churches (CEEC- ANGLICAN) & Proposed DIOCESE/CHURCH/ORGN.

This Agreement is made and entered into on .....

**BETWEEN**

The communion of Evangelical Episcopal (Anglican), SECUNDERABAD, an Indian Telungana State Christian communion with address ..... and having its International office in USA & UK which is a worldwide communion of likeminded orthodox/United Anglican Churches & CEEC hereinafter referred to as “CEEC- ANGLICAN”

**AND**

The DIOCESE/CHURCH/ORGN., with address ..... INDIA an autonomous organization hereinafter referred to as DIOCESE/CHURCH/ORGN.

## **ARTICLE #1 : INTERPRETATION**

### **1.1 DEFINITION :**

- a. “ Parties” shall mean the parties to this agreement
- b. “Affiliation Agreement” shall mean the Affiliation Agreement contemplated by this agreement.
- c. CEEC-ANGLICAN – Communism of Evangelical Episcopal Churches Anglican (Reformed & United).
- d. DIOCESE / CHURCH / ORGN.
- e. “CEEC” shall mean Communism of Evangelical Episcopal Churches.
- f. “SATCS” shall mean St. Andrews Theological College & Seminary USA
- g. “BTCS” Shall mean Bethania Theological College & Seminary , India

### **1.2 GENERAL INFORMATION :**

- a. “ Agreement” Means this Affiliation Agreement as it may from time to time be supplemented or amended in accordance with the provisions herein.

## **ARTICLES # 2 : PURPOSE AND SCOPE**

### **2.1 PURPOSE :**

- a. The primary provision of this Affiliation is to provide DIOCESE / CHURCH / ORGN. Without any legal control over the entity. Affiliation Agreement is to provide spiritual leadership by CEEC – ANGLICAN in this country of india and abroad as well.
- b. The Secondary provision of this Affiliation is also to provide DIOCESE / CHURCH / ORGN. With major level of support of any kind and with any time frame as decided by the Board of CEEC- ANGLICAN without any legal control over the entity.
- c. And the ultimate provision of this affiliation is to have complete legal control and support of any kind decided by the board of CEEC- ANGLICAN over the entity.
- d. That the CEEC- ANGLICAN and the DIOCESE / CHURCH / ORGN. Will have an Inter Communion Relationship and the two institutions will maintain independent structures and autonomous functioning.
- e. The CEE- ANGLICAN and the DIOCESE / CHURCH / ORGN. Will maintain the integrity of their separate jurisdictions and enter into this agreement as cooperating institutions only.
- f. The CEEC- ANGLICAN and the DIOCESE / CHURCH / ORGN. Will work together faithfully and sacrificially for the expansion of The kingdom of God by giving whatever support each can give to one another respecting the law of our country of India and obeying the commandments of the Lord till the coming of our Lord Jesus Christ.  
All possible efforts will be made be bring each membership church to function in complete harmony of God given biblical mandate in the kingdom of God.

## **2.2 REPRESENTATIONS AND WARRANTIES :**

Each party represents to the other party that it has the power and authority to enter into this Agreement, and that this Agreement is valid and binding upon them, and that performance of Obligations in accordance with the terms of this Agreement does not breach the terms of any Other agreement to which it is a party, or any applicable laws or regulations.

## **ARTICLE #3 : MANAGEMENT**

### **3.1 MANAGEMENT :**

The overall management and control of the activities of this Affiliation Agreement shall be vested in both the parties collectively, but DIOCESE / CHURCH / ORGN. Shall be responsible for directing and managing the operations of the Affiliation Agreement including securing property(s) to the churches as well as other day-to-day matters.

### **3.2 CERTAIN DECISIONS UNANIMOUS :**

No act shall be done, sum expended, decision taken, or obligation incurred by any party with respect to a matter within the scope of any Major Decisions as enumerated below, unless such matter has been approved unanimous vote of the parties.

Major Decisions shall include decisions in respect of :

- a. Acquisition of any real property or interest therein;
- b. Selling or other relinquishment of any real property or interest therein;
- c. Any decision or action which would reasonably be expected to substantially affect any property or right belonging to either party;
- d. Incurring any obligation on behalf of the Affiliation Agreement without the unanimous approval'

## **ARTICLE # 4 : FINANCIAL ACCOUNTING :**

**4.1** CEEC- ANGLICAN and the DIOCESE / CHURCH / ORGN. Will be financially autonomous of each other. However, The Synod office (CEEC- ANGLICAN) will appoint/depute Priest/Reverend/Pastor based on the request put forth by the DIOCESE / CHURCH / ORGN. Terms & Conditions for such appointment will be done by mutual understanding by both the parties.

### **4.2 LOCATION OF RECORDS:**

The financial records concerning the churches of DIOCESE / CHURCH / ORGN. Shall be kept in the offices of DIOCESE / CHURCH / ORGN.

### **4.3 STATEMENTS :**

DIOCESE / CHURCH / ORGN. Shall from time to time deliver to CEEC- ANGLICAN financial statements as follows:

- a. Not later than 20 business days after the end of each quarter, Financial reflecting the Previous quarter, and the year to date ;
- b. Not later than 90 days after the end of the calendar year, final accounting for the Previous calendar year.

**4.4. Salary of the Priest/Reverend/Pastor will be fixed by the respective committee of the DIOCESE / CHURCH / ORGN.** Including all the fringe benefits and disbursement through the Synod office (CEEC- ANGLICAN) eventhough the DIOCESE / CHURCH / ORGN. Is not coming under Assessment Scheme. The mode of transaction/payment etc.. will be decided amicably by both the parties.

### **What is Assessment Scheme :**

As per this system churches will be called or designated as “A” “B” and “C” Pastorate.

“A” : Maintain churches with institutions having self support and Autonomous. These Churches will support the Synod and Adapt the poor and village Churches.

“B” : Churches coming under this group are governed by give and take policy in respect of property issues. Assessment shall be given by these churches and salary etc.. will be routed/paid through Synod.

“C” “ Churches under this group is Independent. Generally those Churches are having poor economical condition and functioning in rental places.

## **ARTICLE #5 : NON-FINANCIAL RECORDS :**

### **5.1 RECORDS :**

No later than 15 days after the end of every third (Quarter) month DIOCESE / CHURCH / ORGN. Shall provide to CEEC- ANGLICAN records of churches which shall include the regular attendance of the entire membership of the both adults and children in all kinds of services which are being conducted in the church campus or both on behalf of every respective churches in chronological order. Praise reports, internal and external politics, legal disputes of any kind with the public or proceedings of any issue in the court are to be immediately reported to the Central Administrative Office of the CEEC – ANGLICAN. Updates on physical structure and spiritual well being must be given to CEEC- ANGLICAN as and when changes take place in every church respectively. Such report shall also include any special situations that may arise regarding the churches of DIOCESE / CHURCH / ORGN. CEEC- ANGLICAN has a reasonable of the conditions generally about all of the churches as

well as specifically regarding each church respectively under the care of the Affiliation Agreement.

## **ARTICLE # 6 : GENERAL OBLIGATIONS OF THE PARTIES**

### **6.1 DIOCESE / CHURCH / ORGN. OBLIGATIONS:**

- a. DIOCESE / CHURCH / ORGN. Will secure real property to be put into use as a church(s), parsonage(s), hire personnel for work at the church and generally provide management, administration and spiritual oversight for the establishment and operation of the church(s).
- b. It is mandate for DIOCESE / CHURCH / ORGN. To basically send regular tithes and pledges to the CEEC –ANGLICAN central administrative office. Apart from this all other contributions pertaining to the enhancement of the CEEC- ANGLICAN operations for honoured and recognized.
- c. CEEC-ANGLICAN encourages every membership churches to whole heartedly involve and contribute in all of the existing requirements of the entire communion.
- d. All the churches under the affiliation of CEEC- ANGLICAN must be open for inspection by the CEEC- ANGLICAN any time in terms of spiritual, official and social well being in accordance to this Affiliation Agreement.
- e. Any kind of legal dispute(s), Spiritual and social issues and problems are to be immediately informed to the CEEC- ANGLICAN.
- f. Each church respectively must qualify for the authentication of its affiliation as long as it remains with the CEEC- ANGLICAN , If any church(s) do not comply with the norms of this Affiliation Agreement, the CEEL-ANGLICAN has all the rights to terminate those churches excommunicating out of the CEEC-ANGLICAN Communion.

### **CEEK-ANGLICAN'S OBLIGATIONS:**

- a. That the DIOCESE / CHURCH / ORGN. Will be under the spiritual covering of the worldwide CEEC-ANGLICAN communion of churches. DIOCESE / CHURCH / ORGN. That the National Communion is headed by the President / Metropolitan of the position.
- b. The CEEC- ANGLICAN will provide covering for seminary and other courses offered by the team DIOCESE / CHURCH / ORGN. Through the SATCS. DIOCESE / CHURCH / ORGN. Will not concurrently seek additional covering from other affiliation(s) which are to be discussed with the CEEC-ANGLICAN and its Presiding Bishops, or whoever the presiding Metropolitan assigns for a written approval to avoid dilution or compromise on matters of faith and practice.

- c. CEEC-ANGLICAN will provide agreed upon financial resources for the establishment and operation of the church(s) according to the provisions unanimously decided in the board. Additionally, CEEC – ANGLICAN will provide prayer in support of the church ministry.
- d. That the clergy of both DIOCESE / CHURCH / ORGN. And CEEC- ANGLICAN can minister and celebrate the Holy Communion in their respective churches, when the occasion demands and subject to the respective Bishop's consent.
- e. CEEC- ANGLICAN provides Spiritual counselling for ministry as well as for leadership.
- f. CEEC- ANGLICAN provides Ordination for qualified candidates for the ministry of Dedication, Confirmation and to perform other sacramental ministries pertaining to the church.
- g. As per the decision of the Board, CEEC- ANGLICAN to provide invitations to the membership for Conferences, Spiritual leadership seminars & Training Programmes wherever arranged either in India or abroad.
- h. Sunday school, youth meeting, Men's Fellowship, Women's Fellowship, Family Get-Together and provisions of the Literatures are done as per the guidelines set by the Board of CEEC- ANGLICAN in terms of Liturgy and Finance.
- i. Monthly support for the pastors also extended by the DIOCESE / CHURCH / ORGN. As per the decision of the Board of CEEC- ANGLICAN.
- j. Candidates for the Bible Colleges and Seminaries are also supported as per the decision of the board of CEEC- ANGLICAN.
- k. CEEC – ANGLICAN also have programmes of Short- Term Training for the pastors to make them qualify to do the ministry according to the present scenario of our country.
- l. International University Affiliation can be obtained through the CEEC – ANGLICAN Synod for your bible college and other full pledged Educational Institutions.

### **6.3 DIOCESE / CHURCH / ORGN. REFERRALS :**

In the event of the party known by DIOCESE / CHURCH / ORGN. But not known by CEEC- ANGLICAN declares a desire to financially support the church ministry in particular, as distinct from other ministries of DIOCESE / CHURCH / ORGN. Then CEEC-ANGLICAN shall refer such party to CEEC- ANGLICAN in order to build support base for the church activities of the Affiliation Agreement.

### **6.4 BEST EFFORTS:**

The parties agree to use the best efforts to bring about the conditions described in paragraphs 6.1,6.2 &6.3.

## **ARTICLE #7: TENETS OF FAITH**

That the CEEC- ANGLICAN and DIOCESE / CHURCH / ORGN. Acknowledge the following core Anglican tenets of faith:

- 7.1 The Biblical faith handed down by the Church of England as below.

- 7.2 Using a Bible based on the received text as below :
- 7.3 Use of the 1928 or prior Book of Common Prayer ( and its Italian language) as below:
- 7.4 Acceptance of the Thirty- Nine Articles of Religion as below:
- 7.5 Adherence to the orthodox Biblical Morality based on scriptures as below:

## **ARTICLE # 8: RELATIONSHIP OF PARTIES OF THIS AFFILIATION AGREEMENT**

### **8.1 STATUS OF PARTIES:**

The parties agree that all voting rights provided in this Agreement in Article 3, or in any other situation where a vote of the parties is taken, will be vested exclusively in DIOCESE / CHURCH / ORGN. All votes takes, DIOCESE / CHURCH / ORGN. Will have votes of equal weight.

### **8.2 DEADLOCK :**

In the event of deadlock, the parties agree that each party shall have the right to select an additional party to help break the deadlock, such additional parties shall select a fifth (5<sup>th</sup>) party. The parties, including the new parties, shall then vote, each having a twenty percent (20%) vote on the matter in controversy, A simple majority shall prevail.

## **ARTICLE # 9 : TERM**

The term of this Agreement shall be the shorter of 30 years, or whenever, or whenever operations within the scope of the Agreement have been frustrated to the extent that the purpose has been rendered without value.

## **ARTICLE #10 : DEFAULT**

In the event that any of the parties cannot or will not comply with any obligation imposed by this Agreement, the other parties will have the right to declare that party in default. A declaration of will terminate this Agreement, provided however, that a party contesting the declaration of default may subject to Arbitration as provided in Article 10.

## **ARTICLE #11 : ARBITRATION**

The parties agree that any dispute arising out of the formation or any other aspect of this Agreement will be subject to binding arbitration. In the event that any dispute relating to or arising from this Agreement cannot be settled by the parties, they shall submit the dispute to an arbitrator agreeable to both the parties.

## **ARTICLE #12 : AMENDMENT**

Neither this Agreement nor any term or provision hereof may changed, waived, discharged, amended, or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

### **ARTICLE # 13 : VALIDITY**

In case any term of this Agreement shall be determined to be invalid, Illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement shall not in any way be affected thereby.

### **ARTICLE #14 : INDEMNIFICATION**

Each party shall hold harmless or indemnify the other against and from any damage, loss, expense or liability including attorneys fees and related costs, resulting from misrepresentations containing in , or breach or warranty, or breach or default in performance of any of the terms, covenants and conditions herein. This hold harmless and indemnification shall survive the termination of this Agreement from any cause whatsoever, If any claim or demand is asserted which is covered by this indemnification, the indemnified party shall give prompt written notice of such claim or demand to the indemnifying party so as to allow the indemnifying party the opportunity to contest and defend against such claim or demand.

### **ARTICLE # 15: ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof.

**“Really Traditional – Truly Anglican “ Covenanted on this \_\_\_\_\_ Day of \_\_\_\_\_ in  
the year of Our Lord \_\_\_\_\_ at \_\_\_\_\_.**

In witness whereof, the Parties have signed this Agreement as of the effective date of this Agreement.

Communism of Evangelical Episcopal Church – Anglican

Name and Signature of

**MOST. REV. DR. DURASING JAMES**

**PRESIDENT AND ARCH.BISHOP**

1.

2.

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Name and Signatures Of Diocese/Church/Organisation

1.

2.

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