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Indian-Non Judicial Stamp Haryana Government



Date: 23/10/2024

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122935324



(Rs. Only)

Penalty:

₹0

Stamp Duty Paid: ₹500

(Rs. Zero Only)

Deponent

Name ·

Sportoid sports solutions llp

H.No/Floror: 00

Sector/Ward: 00

District: Gurugram

Landmark: 00

State: Haryana

Phone: 84*****04

City/Villa 9e: Gurugram

Purpose: MOU Agreement to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is executed and made at Gwelum on this 24 day of OCT 2024;

BY AND AMONGST

| LAKSHMIBAI NATI | ONAL INSTITUTE | OF PHYSICAL | EDUCATION, | a governmental |
|---------------------------|--------------------------|-----------------------|---------------------|------------------|
| institute, having its or | ffice at | | (hereinafter | referred to as |
| "LNIPE", which expres | sion shall, unless repu | gnant to the context | or meaning thereo | of, be deemed to |
| mean and include its asso | ociates, permitted assig | gns and legal represe | ntatives) of the FI | RST PART; |

AND

SPORTOID SPORTS SOLUTIONS LLP, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 1201, Tower-5, The Close South, Nirvana Country, Sector-50, Gurugram, Haryana-122018(hereinafter referred to as "Sportoid", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the SECOND PART;

AND

STUPA SPORTS ANALYTICS, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at Flat No. 225/1, First Floor, Pocket A-3, Sector-7, Rohini, New Delhi - 110085 (hereinafter referred to as "Stupa Sports", which expression shall,

Inless it be repugnant to the context or meaning thereof, be deemed to include its successors and Assigns) of the THIRD PART;

For the purposes if this Agreement, LNIPE, Sportoid and Stupa Sports shall hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. LNIPE is an institute operated under the Ministry of Youth Affairs and Sports and dedicated to promoting excellence in sports and physical education in the country.
- B. Sportoid is engaged in the business of managing professional sporting events, properties and athletes across India.
- C. Stupa Sports is a leading sports technology company providing a comprehensive suite of solutions for advanced analytics, broadcasting capabilities, and sports digitization tools for players, sports organizations and federations, broadcasters, and fan communities worldwide.
- D. LNIPE approached Sportoid and Stupa Sports to organize the seminars/ workshops with respect to usage of technology and sports together ("Project").
- E. The Parties are entering into this MoU to record their mutual understanding to organize the said Project on the terms and conditions mentioned below.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HEREUNDER AS FOLLOWS:

1. OBJECTIVE

1.1 Subject to the representations made by LNIPE, Sportoid and Stupa Sports hereby jointly agree to execute the said Project for imparting workshops/ seminars ontechnology and sports to the students of LNIPE and the outside parties of LNIPE. The scope of the said Project is more particularly described under Annexure-A of this MoU.

2. TERM

- 2.1 Subject to the terms and conditions, this MoU, will be valid for a term two years from the date of signet.
- 2.2 The Term of this MoU shall be extended for a further period of two years on the mutually agreed terms & condition between the Parties.

3. MODE OF PROJECT

3.1 The seminars/ workshops of the Project will be organized by Sportoid and Stupa Sports at LNIPE campus as per the schedule agreed between the Parties.

4. RESPONSIBILITIES

4.1 LNIPE agrees and acknowledges that all the infrastructure required for the seminars/workshops

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to be required by Sportoid and Stupa Sports to organize such Project.

- LNIPE will provide proper internet connection connectivity within the premises of LNIPE and other required infrastructure including but not limited to accommodation, students, auditorium etc. to Sportoid and Stupa Sports to organize such Project.
- 4.3 It is agreed between the Parties that the experts, coursework /content for the seminar / workshop will be the join responsibility of Stupa Sports and Sportoid.
- 4.4 LNIPE agrees that the seminars/ workshops etc. to be organized by Sportoid and Stupa Sports with respect to sporting world from the lens of technology will help the students getting the academic and futuristic benefits in getting internships and placement opportunities.

5. FEE

- 5.1 LNIPE agrees to pay to Sportoid and Stupa Sports a service fee ("Service Fees") as approved by LNIPE before organizing any Project for the students. The billing of the Service Fees will be made either by Sportoid or Stupa Sports as mutually decided between them and the Service Fees approved by LNIPE will be paid within fifteen (15) days after the completion of the Project.
- 5.2 It is further agreed amongst the Parties that the objective mentioned in this MoU will be accomplished when all the Parties will provide their consent on the budget mentioned herein above.

6. CONFIDENTIALITY

- 6.1 Each Party warrants that it is the owner of Confidential Information that may be disclosed under this MoU and that it has the right to disclose such information without any obligation to any third party.
- 6.2 Each Party shall hold in confidence and shall not divulge, disclose or communicate to any third party any Confidential Information, which is received by it from the other party except for information which is:
 - (i) in public knowledge or domain prior to its receipt from the other party or which thereafter becomes part of public domain through no fault of it; or
 - (ii) lawfully in its possession prior to the time of its receipt from the other Party and was not acquired directly or indirectly from a third party not under a similar obligation of confidentiality to the other Party; or
 - (iii) received after the time of disclosure, from a third party not under a similar obligation of confidentiality to the other Party; or
 - (iv) independently developed by its employees without access to the other Party's information; and
 - (v) required to be disclosed by law or regulatory authority provided, where possible the disclosing party gives notice of such disclosure to the other party whose Confidential Information it is and discuss with them the form and content of such disclosure.
- Neither Party shall use the Confidential Information received from the other Party for a purpose not contemplated by this MoU or in the negative interests of the other Party.
- 6.4 Notwithstanding the foregoing, these covenants as set forth in the present clause shall survive

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termination/expiry of this MoU.

7. SPORTOID AND STUPA SPORTS REPRSENTATIONS

- 7.1 It is agreed that Sportoid and Stupa Sports will provide the resource persons, if required for various courses at LNIPE against the remuneration basis mutually agreed amongst the Parties.
- 7.2 It is also agreed that Sportoid and Stupa Sports will assist LNIPE for developing academic curriculum in relations to sports technology for future courses to be run by LNIPE on the agreed terms between the Parties.

8. TERMINATION

8.1 Either Party will have the right to terminate this MoU, if any of the defaulting Party fails to rectify the default/breach of obligations mentioned hereunder within a period of thirty (30) days.

9. REPRESENTATION & WARRANTIES

- 9.1 Each Party hereby represents and warrants to the other Party that it has requisite power and authority and legal right to enter into the MoU and the execution, delivery and performance of this MoU are within its power.
- 9.2 Neither Party shall acquire or claim any right, title, interest or ownership rights of any nature whatsoever in any intellectual property of the other Party by virtue of this MoU and shall cease use of any intellectual property of the other Party upon such party's request or upon termination of this MoU, whichever is earlier. Any and all goodwill that may result from use of the intellectual property of either institution shall vest with the owner of that intellectual property.

10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is understood that the arrangement between the Parties contemplated by this MoU shall be on a principal-to-principal basis. None of the provisions of this MoU will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties hereto. Neither Party by virtue of this MoU or any other communication made amongst the Parties shall have right, power or authority to act or create or transfer any obligation, express or implied, on behalf of or to the other Party.
- 10.2 Neither Party shall have any right or authority to bind the other Party by any contract or representation whatsoever or to assume any obligation of any third party on behalf of other Party.
- 10.3 Neither Party shall be responsible nor shall have any authority to render the other Party responsible for any obligation raised directly or indirectly due to any of its acts/deeds performed or non-performed or any default or any of its members or its staff. Each Party shall be solely responsible for all its acts/deeds performed or non-performed or any default by it or any of its members or its staff, and all such matters & consequences thereof on its part.

11. COMPLIANCE OF APPLICABLE LAWS

11.1 Each Party shall be responsible at all times to comply with all the legislations, enactments, laws,

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bylaws, rules and regulations, orders, notifications, directions, conditions etc., for the time being in force, issued by the government whether central, state, local or municipal and Other autonomous bodies, statutory & regulatory authorities, as and if applicable, with respect to their respective obligations set forth in the MoU.

11.2 Each Party shall be solely responsible for any failure or default on any account in compliance of any law or any kind of statutory liabilities or other acts as and if required for the purpose of this arrangement and in respect of all the obligations of each party as set forth in this MoU.

12. MISCELLANEOUS

- 12.1 Any notice or document or writing required to be given or served under this MoU shall deemed to be sufficiently served if forwarded by Registered Post, Courier, Email or hand delivered against acknowledgement, at the address given at the beginning of this MoU, a notice sent by registered post shall be deemed to be given at the time when it is posted.
- 12.2 The Parties hereby agree that the terms and conditions of this MoU shall not be modified or varied unless the same is in writing and signed by both the Parties.
- 12.3 This MoU hereto constitutes the entire agreement between the Parties with respect of the subject matter hereof, and supersedes all previous agreements, deeds, memorandum, understandings, correspondence and discussions with respect to the subject matter.
- 12.4 The failure of either Party to exercise promptly any right herein or to require strict performance of any obligation herein, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective Parties.
- 12.5 If any one or more provisions of this MoU shall be declared invalid, illegal or unenforceable in any respect under applicable law, it shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions contained herein. The remainder of this MoU shall remain in full force and effect according to the terms of remaining provisions or part of provisions hereof.
- 12.6 The courts of Gurugram, Harvana shall have exclusive jurisdiction over the matters arising out of or in relation to this MoU.

IN WITNESS WHEREOF, the Parties to this MoU have set their hands on these presents on the day, month and year first above written.

Signed and Delivered for and on behalf of LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION

Signed and Delivered for and on behalf of

SPORTOID SPORTS SOLUTIONS LLP

Authorized Signatory

Authorized Signatory

Signed and Delivered for and on behalf of STUPA SPORTS ANALYTICS

Name

Authorized Signatory

Witnesses:

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ANNEXURE-A

SCOPE OF THE PROJECT

- 1. SEMINARS;
- 2. WORKSHOPS;
- 3. GUEST LECTURES;
- 4. PRACTICAL DISCUSSIONS;
- 5. CONFERENCES;
- 6. WEBINARS.





MEMORANDUM OF UNDERSTANDING

BETWEEN

ATAL BIHARI VAJPAYEE TRAINING CENTRE FOR DISABILITY SPORTS, GWALIOR, MADHYA PRADESH AND

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR, MADHYA PRADESH

Sports activities for Divyangjan are becoming an integral part of major sporting events worldwide. Atal Bihari Vajpayee Training Centre for Disability Sports, Gwalior will empower deserving Divyangjan with appropriate infrastructure & facilities for National and International sports events. In order to achieve a successful and sustainable Collaboration in Training, Promotion, Certification and hosting various national & International events for para-sports Atal Bihari Vajpayee Training Centre for Disability Sports, Gwalior and Lakshmibai National Institute of Physical Education, Gwalior M.P. India endorse this Memorandum of Understanding.

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Article 1: Preamble

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated January, 2025,

BETWEEN

ATAL BIHARI VAJPAYEE TRAINING CENTRE FOR DISABILITY SPORTS, GWALIOR, located opposite ABVP-IIITM, Morena Link Road, Gwalior-474005, is a central autonomous body under the Department of Empowerment of Persons with Disabilities (Divyangjan) under Ministry of Social Justice & Empowerment.

(hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

Atal Bihari Vajpayee Training Centre for Disability Sports, Gwalior, Madhya Pradesh, is registered as a Society under the Societies Registration Act, 1860, under the aegis of this Department vide certificate no. 02/42/01/25277/21 dated 22thSeptember 2021.

And

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR M.P. INDIA having its registered office at Racecourse Road,
LNUPE Campus, Shakti Nagar, Mela Road, Gwalior – 474 002 Madhya Pradesh,
India. (hereinafter referred to as "**Second Party**" which expression shall mean and
include its legal heirs, administrators and permitted assigns).

Lakshmibai National Institute of Physical Education is a Government of India sponsored deemed university, under the Ministry of Youth Affairs and Sports, dedicated to promoting excellence in sports and physical education in the country.

(Referred to herein as "Parties" or individually as "Party")

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And from the date of signing of this MoU will extend for a period of 5 years which may be further extended by mutual agreement.

Article 2: The MOU's Areas of Cooperation.

WHEREAS, the broad objectives of this MOU are as follow;

- A. This Memorandum sets out the initial relationship between the Parties for joint activities and objectives to be achieved for developing first party as Centre of Excellence in Para-Sports. The MOU intends arrangements for all forms of cooperation including mutual utilization of infrastructure and facilities for educational/academic purposes. Both organizations understand that all financial arrangements will be negotiated and identified in an exchange agreement prior to the commencement any of such associated activities.
- B. The Parties will mutually collaborate to evolve first party as Centre of Excellence in Para-Sports wherein second party will facilitate the same;
 - a. By providing experts in the field of sports for coaching and academic training and workshops for training Divyangian.
 - b. By organizing National & International sports events, workshops and conference in the near future.
 - c. By sharing expertise for building infrastructure, equipment purchases and setting of sports labs& facilities.
 - d. Any other requirement as deemed fit in the near future
- C. Both the parties will explore possibility to organize following activities:
 - Seminars, workshops, conferences related to sports.
 - Trainee, Coaches, Students, & faculty exchange,
 - Research program and various scientific activities of mutual interest related to sports science
 - To promote R&D/academia/industry interactions w.r.t. Para-sports.

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- D. Both the parties will facilitate the posting of trainees in long term/ short term training program in either institution for mutual benefit with mutual convenience, subject to the etiquettes and ethics policies of both the institutions.
- E. Both the parties will jointly organize selection camps for long term/ short term training program in mutual collaboration.
- F. Both the parties will encourage respective sports Professionals, faculty members and trainees to explore and prepare for State-level, National-level and International-level sporting events.
- G. The data of trainees, students and coaches will be shared as per the mutual agreement and as-in-when required basis by both the parties.
- H. Both the parties will undertake outreach and extension activities including awareness camps, exhibitions, etc. for the empowerment of persons with disabilities (Divyangjan).
- I. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

Article 3: Validity of MoU

Duration of MOU will be initially for Five years. This MoU can be renewed for further such period and time based on mutual consent by both the parties. No part of the MoU can be revised or amended without the consent of both the parties.

Article 4: Termination of MoU

Either party may terminate this MOU by giving two (02) months' notice in writing to the other party provided that such termination shall not affect the rights of the parties to MOU which have been accrued prior to such termination.

Article 5: MoU - Not intended for Legally Binding Rights

This MoU is a statement of intent of the parties to cooperate and is not legally binding upon the parties under any circumstances whatsoever. This MoU does not

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create legally enforceable rights, claim, interest, duty, or obligation in favour of either of the party as against the other party.

Article 6: Dispute Resolution

Any difference in opinion in interpretation or implementation of the provisions of this MoU will be settled amicable through mutual consultation between both the parties.

This MOU shall become effective on and from the date it is signed and will continue thereafter for 5 years (FIVE YEARS) subject to revision or modification from time to time by the mutually agreed parties. Representative from both the institutions will discuss the terms of renewal/extension at least two months prior to the natural termination of the current MoU.

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SIGNATURE PAGE

| Mr. Vineet Singhal Director, ABV-TCDS for and on behalf of "Atal Bihari Vajpayee Training Centre for Disability Sports, Gwalior" | Prof. Indu Bora Officiating Vice Chancellor for and on behalf of "LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION" |
|---|--|
| WITNESS: Signature Pallavi (201.2025) Name Pallavi RAI Designation DEPUTY DIRECTOR (ABVICOS) Date 02.01.2025 Location GWALIOR | Signature Name DR.ASHISH PHULKAR Designation Date 02 01 25 Location GWALIOR |
| (PLEASE COMPLETE IN CAPITALS) | |



मध्य प्रदेश MADHYA PRADESH

CS 230697

Memorandum of Understanding

Between

Department of Sports Management & Coaching

Lakshmibai National Institute of Physical Education, Gwalior (MP) INDIA

And

Rabindranath Tagore University, Dist. Raisen (MP)

(In respect of the Department of Physical Education)

In order to achieve a successful and sustainable partnership, the Rabindranath Tagore University and Lakshmibai National Institute of Physical Education, Gwalior, M.P., India, endorse this Memorandum of Understanding the following areas:

About Lakshmibai National Institute of Physical Education, Gwalior (MP)

Lakshmibai National Institute of Physical Education (LNIPE), Gwalior was established by the Ministry of Education & Culture, Government of India as Lakshmibai College of Physical Education (LCPE) in August 1957, the centenary year of the War of Independence under the able leadership of Padma Shri Dr. P.M. Joseph. It is located at Gwalior, where Rani Lakshmibai of Jhansi, a valiant heroine of the war, had laid down her life during the First Freedom Struggle in 1857.

And

Rabindranath Tagore University, Dist. Raisen (MP)

Rabindranath Tagore University (RNTU) (formerly known as AISECT University) Madhya Pradesh's first private University, established in 2010, is a leading skill-based university in central India. The University was established by India's leading education and skills

Vakshmibai National Institute of Cakshmibai National Institute of Gwallor

REGISTRAR
Rabindranath Tegore University



20/8/24



- Lakshmibai National Institute of Physical Education, Prof.Indu Bora (Vice- Chancellor) W/o Col. Palav Bora Address: LNIPE Shaktinagar, Racecourse Road, Gwalior, Madhya Pradesh 474002 Gwalior (MP) INDIA
- 2. Secretary Rabindranath Tagore University Gram Mendau District Raisen(M.P.)

thorough - Rakesh singh

Adhan N. 3406 63622293

organization, ALL INDIA SOCIETY FOR ELECTRONICS AND COMPUTER TECHNOLOGY (AISECT). The University is NAAC accredited and ranked among the top 200 universities by NIRF in 2019, 2020, 2021, 2022, and 2023 by MHRD (Gevt. of India). In the NIRF ranking for the year 2021, RNTU was the only institution that ranked in three categories (Overall, University & Engineering) in central India. The University is running programs in faculties like Engineering. Education, Management, Law, Information Technology, Arts, Science, Commerce. Nursing, and Paramedical. It focuses on imparting skills and knowledge to empower students for employment and entrepreneurship. The University has also created an entrepreneurship cell, IPR cell, Industry-Academia cell, and incubation center with a start up cell. The University has established a Pradhan Mantri Kaushal Kendra on the campus and has also set up Atal Incubation Centre by Niti Aayog, Govt. of India on the campus. The University is having rich Library, Computer center, and advanced research-based software labs. The University is known for its Research in the areas of renewable energy, material science, seismic energy, agriculture, and arts and culture. In this context, the University has set up 18 centers of excellence*. The University is carrying out research projects from DRDO (Govt. of India), NCTU (Taiwan) and IIT Delhi, Bio-Diversity Board (Govt. of M.P.), etc. The University has an excellent placement record, more than 80% of students get placed. In a short span of 10 years, the University has got various awards and accoladés at national and international levels. The University is recognized by UGC and member of AIU and ACU. The University institutes got approvals from AICTE, NCTE, BCI, INC, and the Paramedical Council of Madhya Pradesh.

1. Faculty exchange and guest lecture programs.

Awskal Education, Gwallor

Faculty members from either side may visit each other's institute to work and deliver lectures in the areas of teaching, coaching, and research in Physical education and sports.

2. Submission and execution of collaborative research and research projects.

Researchers from both sides, based on their interests, will be allowed to submit and/or execute a research project by getting international/national/in-house financial assistance. The Human performance lab, sports sciences lab, and sports infrastructure may also be shared on a mutual basis.

REGISTRAR
Rabindranath Tagore University

3. Research Guidance

Both Institutions will provide research guidance to the scholar from either University based on the requirement and interests of the scholar.

4. Sharing of knowledge and technology transfer.

Intellectual ideas and technical assistance will be shared in different areas of development of Physical education and sports sciences, high-performance training, adventure sports activities, and adventure Expeditions. Researchers from both sides can collaborate to write and publish research/review articles, book chapters, and/or books. Both institutions can organize national/international conferences, workshops, FDPs, training and orientation programs, etc, in the field of Physical education and sports sciences. The Guest lecturers can be organized by both Universities at their end.

5. Seminar/webinar series.

A seminar/webinar series will be conducted to enlighten the faculty and students about the latest developments in the selected areas through joint efforts.

6. Sharing of materials and services.

Exchange of academic materials and academic publications in the areas of Physical Education and Sports, Consultancy services provided by both institutions for carrying out special events that are related to Physical Education, Sports sciences, Wellness, and Fitness Programmes.

7. Extension activities.

The joint extension activities in the field of Physical education, sports, Yoga, and Adventure will aid in better results to perform social responsibility to the Nation. For this, various awareness programs, training and coaching camps, yoga camps, and adventure tours may be organized for the Indian community to endorse FIT INDIA-like movements.

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REGISTRAR Rabindranath Tagore University

8. Students Exchange Programs.

Exchange of students for their development and Joint Research Program in the area of Physical Education, Sports Sciences, Sports Participation, Cultural Exchange Programme and High-Performance Training, Adventure Sports activities, and Adventure Expeditions.

9. Jointly proposing and conducting new short-term skill development programs.

Both institutions can join hands in proposing and conducting new short-term skill development programs at either the campuses and will help each other in doing so.

Themes of joint activity and the conditions for utilizing the result achieved and arrangements for all forms of cooperation including mutual utilization of infrastructural facilities for youth development through academic, research collaborations and adventure activities, joint expeditions, and faculty exchange will be negotiated for each specific case. Both institutions understand that all financial arrangements will be negotiated and identified in an exchange agreement prior to the commencement of the associated activities.

10. NAAC Inspection support

As Lakshmibai National Institute of Physical Education is A++ graded institution by NAAC it is its prime responsibility to support the connected Institution for the achievement of higher grades.

11. Implementation of NEP, 2020

A New Education policy has to be implemented in the coming session as per the recommendations of UGC and Govt. of India. So both Institutions will work to implement a NEP, in 2020.

It is understood that the implementation of this Memorandum of Understanding will commence on the day of signature, and will continue thereafter for five years, subject to revision or modification from time to time by mutual agreement. For renewal, the

REGISTRAR
Rabindranath agore University

Vice Chancellor
Lakshmibai National Institute of
Physical Education, Gwallor

representative from both institutions will discuss the terms at least six months prior to the natural termination of the current Memorandum of Understanding. The conflict of interest, if any, can be decided by mutual consultations.

Authorized Signatory

Dr. Vijay Singh

Registrar REGISTRAR

Rabindranath Tagabiodonater Tagore University

Raisen, (M.P.)

Authorized Signatoribal National Institute of Prof. Indu Bora

Officiating Vice-Chancellor Lakshmibai National Institute of Physical Education, Gwalior (MP)

Witness 1:

Name. Drillikas Socena

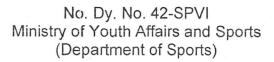
Signature....

Witness 2:

Name DR. ASHISH PHULKAR

Signature.

| INSTITUTION 1 | INSTITUTION 2 Lakshmibai National Institute of Physical Education, Gwalior (MP) | | |
|---|---|--|--|
| Rabindranath Tagore University, Bhopal | | | |
| Address: Village: Mendua ,Post: Bhojpur, Near Bangrasiya Chouraha, Bhopal-Chiklod Road, District: Raisen,(M.P.) Contact Details: 07552700484, 07552700447 | Address: Lakshmibai National Institute of Physical Education, Shakti Nagar, Mela Road, Gwalior - 474 002 (M.P.) Contact Details: 0751 244 0901 | | |
| E-mail: iqac@aisectuniversity.ac.in | E-mail: registrarnlipe@gmail.com | | |
| Web: www.rntu.ac.in | Web: https://www.lnipe.edu.in | | |





Subject:- Copies of MOUs executed between LNIPE, Gwalior and Nippon Sports Science University (NSSU), Japan and University of Tsukaba, Japan.

Reference: Institute's letter No. RS/Misc./MOU/2/2018 dated 12.1.2018

As desired copies of MOUs executed between LNIPE, Gwalior and Nippon Sports Science University (NSSU), Japan and University of Tsukaba, Japan obtained from the Under Secretary (SP-I/III) (Shri A.K. Patro) are enclosed.

(D.S. Yadav) 25.1.2018.

Coordinator, LNIPE

Encls:- As above.

To

The Registrar, LNIPE, Gwalior

MEMORANDUM OF UNDERSTANDING ON INTERNATIONAL ACADEMIC & SPORTS EXCHANGE BETWEEN SPORTS AUTHORITY OF INDIA (SAI), INDIA AND NIPPON SPORT SCIENCE UNIVERSITY (NSSU), JAPAN

In the spirit of international camaraderie, and in recognition of mutual interests of two organizations. Committed to explore, extend and enhance collaborative efforts between the organizations that would strengthen our future interaction between faculty, staff and students. Sports Authority of India (SAI), India and Nippon Sport Science University (NSSU), Japan, hereinafter referred to as 'the Parties', have agreed to the following,

[GOALS OF COOPERATION]

- 1. Share knowledge and expertise on sport science and physical education between India and Japan.
- 2. Promote professional excellence through educational research, teaching, training and technology.
- 3. Support cross-cultural exchange of students and professional educators with the goal of extending friendship, and understanding at a global stage.

1 OBJECTIVES 1

The objective of this Memorandum of Understanding (MoU) is to facilitate the exploration of possibilities for furthering and deepening international education cooperation and exchange between the two organizations for the following:

- 1. Exchange of faculty, sports officials and students.
- 2. Exchange and training of athletes, teams and coaches.
- 3. Exchange and attachment programs for sport science personnel, and infrastructure development.
- 4. Development of joint research projects in sport science, coach development and physical education curriculum.
- 5. Other areas as identified by each organization.

| FINANCIAL RESPONSIBILITY |

The visiting organization shall be responsible for the cost associated with aforementioned activities.

I OTHER I

The detailed contents relating to exchange activities/programs as mentioned in the above objectives, duration and acceptable number of personnel can be discussed at any time and shall be agreed upon by both parties.

I NON-BINDING I

This MoU is entered into in good faith by the parties. This MoU does not create any legally binding obligations or monetary obligations on either party. Specific programs or activities that involve legally binding obligations or monetary obligations will require the execution of separate agreements and be contingent upon the availability of appropriated funds. This MoU becomes effective when both representative of SAI and NSSU have signed. It is valid for three years, and it shall be renewed by mutual agreement. Termination of the MoU must be by written notice at least six months before the date of expiration after mutual consultation. This MoU shall take effect from the date of the latest signature below.

Signed in two originals in English and Japanese. All text being equally authentic, in case of any divergence in interpretation, English text shall prevail.

For the Sports Authority of India, India

Injeti Srinivas, Director General

14 September 2017

Date

In presence of

Sagar Preet Hooda, Director (Sports), SAI

For the Nippon Sport Science University,

Koji Gushiken, President

14 September 2017

Date

In presence of

Tatsuo Araki, Director of International Center,

インド共和国青年スポーツ省 (SAI) と日本体育大学 (NSSU) との間の 学術・スポーツ交流に関する基本合意書

両機関は、国際交流の精神に基づくとともに、共通の関心事項を認識したうえで本基本合意書を取り交わ す。両機関は、教員並びに学生等の今後の交流を深めることを通じて、両機関間における相互協力の内容 を開発し、発展させ、強固なものとしていくことに合意する。インド共和国青年スポーツ省 (SAI) インド と日本体育大学(NSSU)日本(以下「当事者」)は、以下のとおり合意する。

【相互協力が目指す目標】

- 1. インドと日本におけるスポーツ科学と体育教育に関する専門的知識・研究の共有
- 教育的な研究、授業、トレーニング、技術を通じた専門性の高揚および協同の促進
- 3. 友好拡大および国際理解を到達目標とする学生・教員等の異文化交流の支援

【目標に向けた活動内容】

本基本合意書 (MOU) の具体的目的は、次の分野について、両機関間の国際教育協力における幅と奥行の深 耕に資する可能性探求の推進とする。

- 1. 教員、スポーツの専門家、学生の交換
- 2. アスリート、チーム、コーチの交換
- 3. 教員の(短期)交換およびスポーツ施設開発への協力
- 4. スポーツ科学、コーチ・デベロップメント、および体育科学カリキュラム発展のための共同研究
- 5. 以上の他、両機関により提起された事項

【費用負担】

この合意書に基づく活動に要する費用は、それぞれが自機関に係わる分を負担する。

【その他】

上記の活動内容、期間、人数制限等の詳細に関する要件は、別途両機関合意の上決定する。

[非・法的拘束力]

本基本合意書 (MOU) は、当事者によって誠実に締結される。 この MOU はいずれの当事者に対しても 法的拘束力のある義務または金銭的義務を伴わない。法的拘束力のある義務または金銭的義務を伴う特定 のプログラムまたは活動に対しては、別々の契約の履行が必要となり、適切な資金の入手可能性に左右さ れる。 本合意は、SAIと NSSUの代表が署名したときから有効とする。 3年間有効であり、相互合意に よって更新されるものとする。 本合意の終了は、相互協議の後、有効期限満了の少なくとも 6 ヶ月前に 書面による通知によるものとする。 本合意は、下記の最新の署名日から有効とする。

本協力覚書は、英語および日本語で各2通署名され、全ての文書は同等の価値を有する。解釈に齟齬が生 じた場合には、英語による文書による。

日付: 2017年9月14日

インド共和国青年スポーツ省 長官 Injeti Srinivas

日本体育大学 其 志堅 军司



MEMORANDUM OF UNDERSTANDING ON INTERNATIONAL ACADEMIC & SPORTS EXCHANGE BETWEEN NIPPON SPORT SCIENCE UNIVERSITY (NSSU), JAPAN AND SPORTS AUTHORITY OF INDIA (SAI), INDIA

In the spirit of international camaraderie, and in recognition of mutual interests of two organizations. Committed to explore, extend and enhance collaborative efforts between the organizations that would strengthen our future interaction between faculty, staff and students. Nippon Sport Science University (NSSU), Japan and Sports Authority of India (SAI), India, hereinafter referred to as 'the Parties', have agreed to the following,

GOALS OF COOPERATION

- 1. Share knowledge and expertise on sport science and physical education between Japan and India.
- 2. Promote professional excellence through educational research, teaching, training and technology.
- 3. Support cross-cultural exchange of students and professional educators with the goal of extending friendship, and understanding at a global stage.

OBJECTIVES 1

The objective of this Memorandum of Understanding (MoU) is to facilitate the exploration of possibilities for furthering and deepening international education cooperation and exchange between the two organizations for the following:

- 1. Exchange of faculty, sports officials and students.
- 2. Exchange and training of athletes, teams and coaches.
- 3. Exchange and attachment programs for sport science personnel, and infrastructure development.
- 4. Development of joint research projects in sport science, coach development and physical education curriculum.
- 5. Other areas as identified by each organization.

[FINANCIAL RESPONSIBILITY]

The visiting organization shall be responsible for the cost associated with aforementioned activities.

OTHER |

The detailed contents relating to exchange activities/programs as mentioned in the above objectives, duration and acceptable number of personnel can be discussed at any time and shall be agreed upon by both parties.

NON-BINDING I

This MoU is entered into in good faith by the parties. This MoU does not create any legally binding obligations or monetary obligations on either party. Specific programs or activities that involve legally binding obligations or monetary obligations will require the execution of separate agreements and be contingent upon the availability of appropriated funds. This MoU becomes effective when both representative of NSSU and SAI have signed. It is valid for three years, and it shall be renewed by mutual agreement. Termination of the MoU must be by written notice at least six months before the date of expiration after mutual consultation. This MoU shall take effect from the date of the latest signature below.

Signed in two originals in English and Japanese. All text being equally authentic, in case of any divergence in interpretation, English text shall prevail.

For the Nippon Sport Science University,

Tokyo, Japan

Koji Gushiken, President

For the Sports Authority of India, India

Injeti Srinivas, Director General

14 September 2017

Date

Date

14 September 201

In presence of

Tatsuo Araki, Director of International Center, NSSU

In presence of Sagar Preet Hooda, Director (Sports), SAI



日本体育大学 (NSSU) とインド共和国青年スポーツ省 (SAI) との間の 学術・スポーツ交流に関する基本合意書

両機関は、国際交流の精神に基づくとともに、共通の関心事項を認識したうえで本基本合意書を取り交わ す。両機関は、教員並びに学生等の今後の交流を深めることを通じて、両機関間における相互協力の内容 を開発し、発展させ、強固なものとしていくことに合意する。日本体育大学(NSSU)日本とインド共和国 青年スポーツ省(SAI)インド(以下「当事者」)は、以下のとおり合意する。

【相互協力が目指す目標】

- 1. 日本とインドにおけるスポーツ科学と体育教育に関する専門的知識・研究の共有
- 2. 教育的な研究、授業、トレーニング、技術を通じた専門性の高揚および協同の促進
- 3. 友好拡大および国際理解を到達目標とする学生・教員等の異文化交流の支援

【目標に向けた活動内容】

本基本合意書 (MOU) の具体的目的は、次の分野について、両機関間の国際教育協力における幅と奥行の深

- 1. 教員、スポーツの専門家、学生の交換
- 2. アスリート、チーム、コーチの交換
- 3. 教員の(短期) 交換およびスポーツ施設開発への協力
- 4. スポーツ科学、コーチ・デベロップメント、および体育科学カリキュラム発展のための共同研究 5. 以上の他、両機関により提起された事項

【費用負担】

この合意書に基づく活動に要する費用は、それぞれが自機関に係わる分を負担する。

【その他】

上記の活動内容、期間、人数制限等の詳細に関する要件は、別途両機関合意の上決定する。

[非, 法的拘束力]

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協力覚書は、日本語および英語で各2通署名され、全ての文書は同等の価値を有する。解釈に齟齬が生 た場合には、英語による文書による。

付: 2017年9月14日

本体育大学

長 具志堅 幸司

其花野车司

インド共和国青年スポーツ省 長官 Injeti Srinivas







LETTER OF INTENT

between

University of Tsukuba, Japan and Sports Authority of India, MYAS, GoI

The objective of this letter of intent is to establish cooperative relations between the two institutions, especially in the following areas.

- (1) Strengthening strategic collaboration between institutions; and
- (2) Supporting exchange of faculty, coaches and athletes (students) for coaching and training in identified sport disciplines; and
- (3) Developing joint research programs in sport sciences, coach development and physical education curriculum, including Olympic-Paralympic education.

Date 14 September 2017

Signed by

Dr. Kyosuke Nagata

President

University of Tsukuba

Japan

Signed by

Mr. Injeti Srinivas

Director General

Sports Authority of India

MYAS, Government of India





LETTER OF INTENT

between

Sports Authority of India, MYAS, GoI

and

University of Tsukuba, Japan

The objective of this letter of intent is to establish cooperative relations between the two institutions, especially in the following areas.

- (1) Strengthening strategic collaboration between institutions; and
- (2) Supporting exchange of faculty, coaches and athletes (students) for coaching and training in identified sport disciplines; and
- (3) Developing joint research programs in sport sciences, coach development and physical education curriculum, including Olympic-Paralympic education.

Date: 14 September 2017

Signed by

Mr. Injeti Srinivas

Director General

Sports Authority of India

MYAS, Government of India

Signed by

Dr. Kyosuke Nagata

President

University of Tsukuba

Japan

MEMORANDUM OF UNDERSTANDING ON INTERNATIONAL ACADEMIC & SPORTS EXCHANGE BETWEEN LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION (LNIPE), INDIA AND NIPPON SPORT SCIENCE UNIVERSITY (NSSU), JAPAN

In the spirit of international camaraderie, and in recognition of mutual interests of two organizations. Committed to explore, extend and enhance collaborative efforts between the organizations that would strengthen our future interaction between faculty, staff and students. Lakshmibai National Institute of Physical Education (LNIPE), India and Nippon Sport Science University (NSSU), Japan hereinafter referred to as 'the Parties', have agreed to the following,

GOALS OF COOPERATION

- 1. Share knowledge and expertise on sport science and physical education between India and Japan.
- 2. Promote professional excellence through educational research, teaching, training and technology.
- 3. Support cross-cultural exchange of students and professional educators with the goal of extending friendship, and understanding at a global stage.

[OBJECTIVES |

The objective of this Memorandum of Understanding (MoU) is to facilitate the exploration of possibilities for furthering and deepening international education cooperation and exchange between the two organizations for the following:

- 1. Exchange of faculty, sports officials and students.
- 2. Exchange and training of athletes, teams and coaches.
- 3. Exchange and attachment programs for sport science personnel, and infrastructure development.
- 4. Development of joint research projects in sport-science, coach development and physical education curriculum.
- 5. Other areas as identified by each organization.

FINANCIAL RESPONSIBILITY |

The visiting organization shall be responsible for the cost associated with aforementioned activities.

OTHER |

The detailed contents relating to exchange activities/programs as mentioned in the above objectives, duration and acceptable number of personnel can be discussed at any time and shall be agreed upon by both parties.

NON-BINDING 1

This MoU is entered into in good faith by the parties. This MoU does not create any legally binding obligations or monetary obligations on either party. Specific programs or activities that involve legally binding obligations or monetary obligations will require the execution of separate agreements and be contrigent upon the availability of appropriated funds. This MoU becomes effective when both representative of LNIPE and NSSU have signed. It is valid for three years, and it shall be renewed by mutual agreement. Termination of the MoU must be by written notice at least six months before the date of expiration after mutual consultation. This MoU shall take effect from the date of the latest signature below.

Signed in two originals in English and Japanese. All text being equally authentic, in case of any divergence in interpretation, English text shall prevail.

For the Lakshmibai National Institute of Physical Education, Gwalior, India

Dilip Kumar Durcha, Vice Chancellor

14 September 2017

Date -

In presence of Sagar Preet Hooda, Director (Sports), LNIPE For the Nippon Sport Science University,

Tokyo Japan

Koji Gushiken, President

14 September 2017

Date

艺术透过

In presence of

Tatsuo Araki, Director of International

Centre, NSSU

国立ラクシュミバイ体育大学 (LNIPE) インドと、日本体育大学 (NSSU) 日本との間の 学術・スポーツ交流に関する基本合意書

両機関は、国際交流の精神に基づくとともに、共通の関心事項を認識したうえで本基本合意書を取り交わ す。阿機関は、教員並びに学生等の今後の交流を深めることを通じて、両機関間における相互協力の内容 を開発し、発展させ、強固なものとしていくことに合意する。国立ラクミシュバイ体育大学(LNIPE)イン ドと、日本体育大学 (NSSU) 日本 (以下「当事者」) は、以下のとおり合意する。

【相互協力が目指す目標】

- 1. インドと日本におけるスポーツ科学と体育教育に関する専門的知識・研究の共有
- 2. 教育的な研究、授業、トレーニング、技術を通じた専門性の高揚および協同の促進
- 3. 友好拡大および国際理解を到達目標とする学生・教員等の異文化交流の支援

【目標に向けた活動内容】

本基本合意書 (MOU) の具体的目的は、次の分野について、両機関間の国際教育協力における幅と奥行の深 耕に資する可能性探求の推進とする。

- 1. 教員、スポーツの専門家、学生の交換
- 2. アスリート、チーム、コーチの交換
- 3. 教員の(短期)交換およびスポーツ施設開発への協力
- 4. スポーツ科学、コーチ・デベロップメント、および体育科学カリキュラム発展のための共同研究
- 5. 以上の他、両機関により提起された事項

【費用負担】

この合意書に基づく活動に要する費用は、それぞれが自機関に係わる分を負担する。

【その他】

上記の活動内容、期間、人数制限等の詳細に関する要件は、別途両機関合意の上決定する。

[非·法的拘束力]

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日付: 2017年9月14日

国立ラクミシュバイ体育大学、インド 副学長 Dilip Kumar Dureha () 以从

日本体育大学、日本 具土 段 学長 具志堅 幸司

MEMORANDUM OF UNDERSTANDING ON INTERNATIONAL ACADEMIC & SPORTS EXCHANGE BETWEEN NIPPON SPORT SCIENCE UNIVERSITY (NSSU), JAPAN AND LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION (LNIPE), INDIA

In the spirit of international camaraderie, and in recognition of mutual interests of two organizations. Committed to explore, extend and enhance collaborative efforts between the organizations that would strengthen our future interaction between faculty, staff and students. Nippon Sport Science University (NSSU), Japan and Lakshmibai National Institute of Physical Education (LNIPE), India hereinafter referred to as 'the Parties', have agreed to the following,

GOALS OF COOPERATION |

- 1. Share knowledge and expertise on sport science and physical education between Japan and India.
- 2. Promote professional excellence through educational research, teaching, training and technology.
- Support cross-cultural exchange of students and professional educators with the goal of extending friendship, and understanding at a global stage.

OBJECTIVES 1

The objective of this Memorandum of Understanding (MoU) is to facilitate the exploration of possibilities for furthering and deepening international education cooperation and exchange between the two organizations for the following:

- 1. Exchange of faculty, sports officials and students.
- 2. Exchange and training of athletes, teams and coaches.
- 3. Exchange and attachment programs for sport science personnel, and infrastructure development.
- 4. Development of joint research projects in sport science, coach development and physical education curriculum.
- Other areas as identified by each organization.

FINANCIAL RESPONSIBILITY |

The visiting organization shall be responsible for the cost associated with aforementioned activities.

The detailed contents relating to exchange activities/programs as mentioned in the above objectives, duration and acceptable number of personnel can be discussed at any time and shall be agreed upon by both parties.

NON-BINDING I

This MoU is entered into in good faith by the parties. This MoU does not create any legally binding obligations or monetary obligations on either party. Specific programs or activities that involve legally binding obligations or monetary obligations will require the execution of separate agreements and be contingent upon the availability of appropriated funds. This MoU becomes effective when both representative of NSSU and LNIPE have signed. It is valid for three years, and it shall be renewed by mutual agreement. Termination of the MoU must be by written notice at least six months before the date of expiration after mutual consultation. This MoU shall take effect from the date of the latest signature below.

Signed in two originals in English and Japanese. All text being equally authentic, in case of any divergence in interpretation, English text shall prevail.

| For the Nippon Sport Scien | ce University, | | For the Lakshmibai. | National Institute |
|----------------------------|----------------|---------|---------------------|---------------------|
| Tokyó, Japan | | 有一种 "是" | of Physical Educat | ion, Gwalior, India |
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| 是八工 | P . | | leuha_ | |
| Koji Gushiken, President | | | Dilip-Kumar Dureha | Vice Chancellor |

Dilip Kumar Dureha, Vice Chancellor

14 September 2017

Date

14 September 201

Date In presence of

In presence of Sagar Preet Hooda, Director (Sports)

Tatsuo Araki, Director of International Centre NSSU

日本体育大学 (NSSU) と国立ラクシュミバイ体育大学 (LNIPE)、インドとの間の 学術・スポーツ交流に関する基本合意書

両機関は、国際交流の精神に基づくとともに、共通の関心事項を認識したうえで本基本合意書を取り交わす。両機関は、教員並びに学生等の今後の交流を深めることを通じて、両機関間における相互協力の内容を開発し、発展させ、強固なものとしていくことに合意する。日本体育大学(NSSU)日本と、国立ラクミシュバイ体育大学(LNIPE)インド(以下「当事者」)は、以下のとおり合意する。

【相互協力が目指す目標】

- 1. 日本とインドにおけるスポーツ科学と体育教育に関する専門的知識・研究の共有
- 2. 教育的な研究、授業、トレーニング、技術を通じた専門性の高揚および協同の促進
- 3. 友好拡大および国際理解を到達目標とする学生・教員等の異文化交流の支援

【目標に向けた活動内容】

本基本合意書 (MOU) の具体的目的は、次の分野について、両機関閉の国際教育協力における幅と奥行の深耕に資する可能性探求の推進とする。

- 1. 教員、スポーツの専門家、学生の交換
- 2. アスリート、チーム、コーチの交換
- 3. 教員の(短期)交換およびスポーツ施設開発への協力
- 4. スポーツ科学、コーチ・デベロップメント、および体育科学カリキュラム発展のための共同研究
- 5. 以上の他、両機関により提起された事項

【費用負担】

この合意書に基づく活動に要する費用は、それぞれが自機関に係わる分を負担する。

【その他】

上記の活動内容、期間、人数制限等の詳細に関する要件は、別途両機関合意の上決定する。

[非·法的拘束力]

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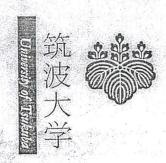
日付: 2017年9月14日

日本体育大学具土多季引

国立ラクミシュバイ体育大学、イン 副学長 Dilko Kumar Durcha

Sagar Preet Hooda, SAI(Sports) ディレクター 立ち合いのもと





LETTER OF INTENT

between

Lakshmibai National Institute of Physical Education (LNIPE), India and
University of Tsukuba, Japan

The objective of this letter of intent is to establish cooperative relations between the two institutions, especially in the following areas.

- (1) Strengthening strategic collaboration between institutions; and
- (2) Supporting the development of joint education-research programs through exchange of faculty and students in identified sport disciplines, including sport sciences, coach development, physical education curriculum, and Olympic-Paralympic education.

Date: 14 September 2017

Signed by

Dr. Dilip Kumar Dureha

Vice Chancellor

LNIPE

India

Signed by

Dr. Kyosuke Nagata

President

University of Tsukuba

Japan





LETTER OF INTENT

between

University of Tsukuba, Japan and Lakshmibai National Institute of Physical Education (LNIPE), India

The objective of this letter of intent is to establish cooperative relations between the two institutions, especially in the following areas.

- (1) Strengthening strategic collaboration between institutions; and
- (2) Supporting the development of joint education-research programs through exchange of faculty and students in identified sport disciplines, including sport sciences, coach development, physical education curriculum, and Olympic-Paralympic education.

Date 14 September 2017

Signed by

Dr. Kyosuke Nagata

President

University of Tsukuba

Japan

Signed by

Dr. Dilip Kumar Dureha

Vice Chancellor

LNIPE

India



This agreement establishes the relationship between German Sport University Cologne (hereinafter "GSU") and Lakshmibai National Institute of Physical Education (hereinafter "LNIPE").

WHEREAS, both GSU and the LNIPE desire to establish certain exchange programs to benefit the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest.

NOW THEREFORE, each intending to be legally bound, relying on the respective representation of each party, for good and valuable consideration, both entities hereby agree to the following academic affiliation:

ARTICLE I: NATURE OF ARTICULATION

- 1. Both contracting parties agree to cooperate in the exchange of students within the framework of their respective university degrees.
- 2. The duration of the Global Exchange period will be for 1 academic semester. The courses taught and the credits earned at the host university will be taken into consideration by the home university in the awarding of the participating exchange student's credit hours or degree.
- 3. The parties agree to encourage their students to consider studying at each other's University. A maximum total of two (2) tuition free student places per year is guaranteed to each university. While parity in the number of exchange students is the goal, the institutions recognize that it may not be possible in any given semester of the exchange. Every effort will be made to achieve parity over a period of five academic years.
- 4. Each campus will provide to each other current catalogs, informational brochures and other appropriate materials to help promote the exchange program and to assist in the advising of students.
- 5. Exchange students must provide the host university with the appropriate university forms for admission, housing, health, and proof of health insurance at least 60 days prior to arrival. Health insurance and accident coverage will be assured in accordance with legislation in the country or university of origin. In addition, arrival information and written consent from the student to release information from his or her file to the host

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university shall be provided at least 30 days prior to arrival. The health insurance should include provisions for overseas travel, medical evacuation, and repatriation.

- 6. Each university shall protect the confidentiality of student records as directed by respective home country or state laws and regulations and shall release no information absent of written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- 7. The host university shall provide the home university with students' official transcripts within four weeks after the completion of the academic semester. The official transcripts must be sent to the University Registrar's Office or to the University Official of the International Office who handles students' transcripts.

ARTICLE II: DUTIES AND RESPONSIBILITIES OF LNIPE

- 1. LNIPE agrees to receive students from the GSU each year and enroll them in appropriate courses. Students from the GSU can enroll in courses of an equivalent level offered at LNIPE. All incoming students from the GSU receive academic advisement.
- 2. Students from the GSU participating in the exchange program will be enrolled as resident students at LNIPE.
- 3. The period of instruction will conform to the regular Academic Calendar of LNIPE. LNIPE will keep the GSU advised of any changes in their respective academic calendars.
- 4. Students from the GSU attending LNIPE shall be selected by the GSU.
- 5. Exchange students from the GSU do not have to pay tuition at LNIPE. All fees will be waived for the students from the GSU attending LNIPE. Students from the GSU attending LNIPE will be responsible for room, board, and proof of health insurance.
- 6. LNIPE agrees to provide suitable university accommodation for exchange students from the GSU. Exchange students from the GSU will be responsible to LNIPE for all fees related to the room and board. LNIPE will reserve the right of withholding the official transcripts of students who default on these payments.
- 7. To assist the GSU in the determination of course equivalencies, LNIPE will provide course description documents to the GSU.

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- 8. Health insurance and, if necessary, additional accident coverage must be procured prior to arriving in Germany. Students from the GSU must provide a list of emergency contacts including names, relationship, physical address, telephone numbers and electronic mail, if possible, for contact in the event of an emergency.
- 9. The cumulative grade point average (CGPA) requirement for admission shall be consistent with LNIPE policies.
- 10. Students from the GSU must have a sufficient proficiency level in English in order to perform well in coursework. This proficiency level is guaranteed by GSU through the selection interviews. No additional language test is required.

ARTICLE III: DUTIES AND RESPONSIBILITIES OF THE GSU

- 1. The GSU agrees to receive students from LNIPE each year and enroll them in appropriate courses. LNIPE students can enroll in courses of an equivalent level offered at the GSU. All LNIPE students attending the GSU will receive academic advisement.
- 2. LNIPE students participating in the exchange program will be enrolled as exchange students at the GSU, LNIPE have the same rights and duties as the degree-seeking students.
- 3. The period of instruction will conform to the regular Academic Calendar of the GSU. The GSU will keep LNIPE advised of any changes in their respective academic calendars.
- 4. LNIPE students attending the GSU shall be selected by LNIPE.
- 5. LNIPE exchange students do not have to pay tuition at the GSU. LNIPE students attending the GSU will be responsible for room, board, and proof of health insurance.
- 6. The GSU agrees to support LNIPE exchange students in obtaining suitable university accommodations. LNIPE exchange students will be responsible to the student housing organizations affiliated with the GSU for all fees related to the room and board. The GSU reserves the right of withholding the official transcripts of students who default on these payments.
- 7. To assist LNIPE in the determination of course equivalencies, the GSU will provide course description documents to LNIPE.
- 8. LNIPE students must procure health Insurance and, if necessary, additional accident coverage prior to leaving India or upon arrival at the GSU. The

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student will provide a list of emergency contacts including names, relationship, physical address, telephone numbers and electronic mail, if possible, for contact in the event of an emergency.

9. The cumulative grade point average (CGPA) requirement for admission shall be consistent with policies of the GSU.

ARTICLE IV: MUTUAL TERMS AND CONDITIONS

- 1. This Agreement will last for 5 years from the date of the final signature on the agreement. Either LNIPE or the GSU may terminate this agreement with 90 days notice. Should LNIPE or the GSU wish to terminate the agreement prior to the completion of an academic semester or academic year, any student(s) will have the opportunity to complete any courses where they are enrolled. In the event of a substantial breech, either party may terminate this Agreement.
- 2. The relationship between the parties of this agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 3. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract.
- 4. Each university agrees to provide a faculty member to function as program advisor to assist participants with matters pertaining to academic scheduling and housing as well as personal matters relating to orientation and cultural adaptations.
- In accordance with enrollment regulations prevailing at the respective host university, each university assures that the exchange students will have access to courses, libraries, study tools and facilities, as well as all services and leisure activities normally offered to students.
- 6. The responsible person at LNIPE and that person's counterpart at the GSU shall provide orientation to students upon their arrival at the host university.
- 7. At the end of the matriculation period and within four weeks after the end of a given academic semester or academic year, the host university shall provide the home university with a copy of the student's official transcript.
- 8. This Agreement represents the entire understanding between the parties.
 This Agreement shall only be modified in writing with the same formality as the original Agreement.

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This Agreement has been drawn up in two copies of the English Language. Each Party will retain one copy of the Executed Agreement. 9.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date indicated below.

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|----------|--------------|--------------|
| Physical | Education | |
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Prof. Dilip Kumar Dureha, President

Date: 31.1.2017

Approved as to form and legality:

University Legal Counsel

Date: 31.1. 2.17

German Sport University

Prof. Dr. Heiko Strüder, President

Date: 25.1.2017

Approved as to form and legality:

Dr. Gerard King
International Office

Date: 29/01/17

EFFECTIVE DATE OF AGREEMENT: Date of the last signature

Memorandum of Understanding

Lakshmibai National Institute of Physical Education, Gwalior (Ministry of Youth Affairs, Sports and Skill Development and Entrepreneur Development) and

Indian Institute of Tourism and Travel Management, Gwalior (An Organization of Ministry of Tourism, Government of India)

This Memorandum of Understanding is made between the Lakshmibai National Institute of Physical Education, Gwalior, and Indian Institute of Tourism and Travel Management (an Organization of Ministry of Tourism, Government of India), Gwalior.

1. Purpose of MOU

The purpose of the Memorandum of Association(MOU) is to promote mutual cooperation in educational and research activities and establish a framework for programmes of exchange and collaboration in areas of sports/tourism/adventure for mutual benefit. This MOU would be applicable on mutual convenient and acceptable terms and conditions by both these Institutions.

2. Key Areas of Cooperation:

All the provisions of this (MOU) shall be monitored by the Joint Coordination Committee consisting members of both the institutions.

2.1 <u>Joint Degree Programme</u>

Both these Institutes shall work for the upliftment of tourism/sports/adventure education in the country by assessing and awarding Joint Degree Programme for the Post Graduate Level Classes in Tourism and Travel Management subject to the approval of the courses by the regulatory authority. After getting the approval from the regulatory authority the joint degree programme shall be in place after the clearance of the academic council of both the Institutions or by other

competent authorities.

2.2 <u>Joint Research Programme:</u>
Both the Institutes shall work for joint and collaborative research and consultancy in the thrust areas of tourism/sports/adventure research.

2.3 Supervising PhD programmes jointly

The PhD programmes of both the Institutions shall be jointly supervised by the faculty of both the Institutions as per the demands of the research topics.

2.4 <u>Joint Holding of Conference/Seminar/Workshop/ Training/Symposia etc</u>

Joint organization of conference/workshop/seminar/symposia/summer school/training/lectures etc to improve the exchange of knowledge and experience.

2.5 <u>Faculty Exchange Programme</u>
Both the university/ institution shall work for the exchange of faculty depending on the requirement and experience for the benefit of the students and the research scholars.

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2.6 Student Exchange Programme

To encourage the inter-institutional visit of the students for their wider academic understanding and exposure and facilitate internship/placements and other similar initiatives.

2.7 Research Scholar Exchange Programme

To encourage co-operation and interaction between inter-institution visits by the research scholars for wider academic understanding and exposure.

2.8 Exchange of Knowledge/Infrastructural Resource

Both the Institutes shall share their knowledge and infrastructural resources on an agreeable terms and conditions.

STATEMENT OF UNDERSTANDING

This MOU is signed for three year terms from the date of signing which can further be extended if both the institutions agree to continue. This document is a statement of understanding and is not intended to create binding or legal obligations on either party.

Signed for and on behalf of

Lakshmibai National University of Physical Education, Gwalior

I/C Vice Chancellor

Director

Signed for and on behalf of Indian Institute of Tourism and Travel Management, Gwalior

Place:

Date:

AGREEMENT ON CO-OPERATION BETWEEN THE MAHATMA GANDHI CHITRAKOOT GRAMODAYA VISHWAVIDYALAYA CHITRAKOOT, SATNA (M.P.)

AND

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION
GWALIOR M.P. (Deemed University)

Signed by

Registrar,representing the Mahatma Gandhi Chitrakood Gramodaya Vishwavidyalaya, Chitrakoot, Satna (M.P.)

AND

Registrar, Lakshmibai National Institute of Physical Education, Gwalior M.P. (Deemed University)

On this day of 06/10/2016 with following Terms and Conditions:

- Both Universities, specifically dedicated to uplift the Higher Education, Research, Extension and Sports Education & Culture agree to share their experiences, curriculum approaches etc. through periodic meeting alternatively in either campus at least once in two years.
- 2. Both Universities shall implement staff exchanges for the purpose of mutual enrichment. A target of minimum one to two staff members will be attempted on either direction on a reciprocal basis. The numbers could be more wherever feasibility exists.
- 3. Each campus shall provide available know-how and facilities to the research scholars registered by the MGCGV/LNIPE for quality research output.
- 4. An attempt shall be made to have joint research projects as well as supervising the research scholar.
- 5. This agreement shall be terminated at any time with mutual consent.

The present agreement becomes effective from this date 06/10/2016 the contract being signed and shall be valid for five years at the first instance and it shall be renewed every five years.

Registrar

Lakshmibai National Institute of Physical Education, Gwalior M.P.

(Deemd University)

RECISTOAR ENIPE, GAVALIOR (DEEMED CHIVEROTT) Mahatma Gandhi Chitrakoot Gramodaya Vishwavidyalaya, Chitrakoot, Satna (M.P.)

M.G.C.G University Chitrakoot, Satna (M.P.)

AGREEMENT ON CO-OPERATION BETWEEN THE MAHATMA GANDHI CHITRAKOOT GRAMODAYA VISHWAVIDYALAYA

CHITRAKOOT, SATNA (M.P.)

AND

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION GWALIOR M.P. (Deemed University)

Signed by

Registrar,representing the Mahatma Gandhi Chitrakood Gramodaya Vishwavidyalaya, Chitrakoot, Satna (M.P.)

AND

Registrar, Lakshmibai National Institute of Physical Education, Gwalior M.P. (Deemed University)

On this day of 06/10/2016 with following Terms and Conditions:

- Both Universities, specifically dedicated to uplift the Higher Education, Research, Extension and Sports Education & Culture agree to share their experiences, curriculum approaches etc. through periodic meeting alternatively in either campus at least once in two years.
- 2. Both Universities shall implement staff exchanges for the purpose of mutual enrichment. A target of minimum one to two staff members will be attempted on either direction on a reciprocal basis. The numbers could be more wherever feasibility exists.
- 3. Each campus shall provide available know-how and facilities to the research scholars registered by the MGCGV/LNIPE for quality research output.
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- 5. This agreement shall be terminated at any time with mutual consent.

The present agreement becomes effective from this date 06/10/2016 the contract being signed and shall be valid for five years at the first instance and it shall be renewed every five years.

Registrar

Lakshmibai National Institute of Physical

Education, Gwalior M.P.

(Deemd University)

FULL ED ANNERSUM

Registrar

Mahatma Gandhi Chitrakoot Gramodaya Vishwavidyalaya, Chitrakoot, Satna (M.P.)

M.G.C.G University Chitrakoot, Satna (M.P.)





Memorandum of Understanding

for

Cooperation for Mutual Benefit between

Sportify Sports Education & Management Services Pvt. Ltd. and

Lakshmibai National Institute of Physical Education, Gwalior, India

Important Confidentiality Notice

This document is the property of, and is proprietary to SPORTIFY and identified as "Confidential".

Those parties to whom it is distributed shall exercise the same degree of custody and care afforded their own such information. It is not to be disclosed, in whole or in part to any third parties, without the express written authorization of SPORTIFY. It is not to be duplicated or used, in whole or in part, for any purpose other than the evaluation of, and response to, each party's request for Bid and/or Proposal, or the performance and execution to an awarded SPORTIFY Agreement. This document will be returned to SPORTIFY upon request. All documents and information submitted will be sole property of SPORTIFY.





MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter called the "MOU") is entered into on, 20th August 2020

BETWEEN

1. Sportify Sports Education & Management Services Pvt. Ltd. (Sportify) located at, No. 12. 3rd Cross. Narayana Reddy Layout. 6th Block. Koramangala. Bangalore 560095 (hereinafter called the "SPORTIFY" which expression shall include its respective successors and permitted assigns, unless the context otherwise requires;

and

2. Lakshmibai National Institute of Physical Education, located at Shakti Nagar, Mela Road, Gwalior, Madhya Pradesh, India (hereinafter called the "LNIPE" which expression shall include its respective successors and permitted assigns, unless the context otherwise requires).

In this MOU, the term "Party" or "Parties" shall mean the SPORTIFY and the LNIPE individually or collectively, as the context may require.

WHEREAS:

- (A) LNIPE and the SPORTIFY are desirous of establishing a relationship with each other for initialization and deployment of certain programs for personnel and students to the mutual benefit of both the Parties and to promote the development of Physical Education and Sports in various departments through joint studies, research and training activities and other programs of mutual interest under the terms and conditions agreed upon herein;
- (B) Both the Parties have agreed to enter into a development relationship with each other in order to promote the development of Physical Education and Sports through joint studies, research and training activities and other programs of mutual interest.

Now, therefore, in consideration of the foregoing and the respective covenants set forth in this MOU, the Parties hereto hereby agree as follows:-

- 1. GENERAL
- 1.1 Definitions and Interpretation

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- 1.1.1 The words and expressions beginning with capital letters and defined in this MOU shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- (a) "Sportify Representative" shall have the meaning set forth in Clause 1.5.1;
- (b) "Applicable Laws" means the existing laws and any other instruments having the force of law in India including those as might be issued and be in force from time to time;
- (c) "Confidential Information" shall have the meaning set forth in Clause 5.1;
- (d) "Conflict of Interest" shall have the meaning set forth in Clause 4 read with the provisions of the Scope of Work set forth in Clause 3;
- (e) "Dispute" shall have the meaning set forth in Clause 11;
- (f) "Effective Date" means the date on which this MOU comes into force and effect pursuant to Clause 2.1;
- (g) "INR, Re. or Rs." means Indian Rupees;
- (h) "LNIPE Representative" shall have the meaning set forth in Clause 1.5.2;
- (i) "MOU" means this MOU;
- "Personnel" means persons or entities hired, retained or engaged by SPORTIFY as employee or sub-contractors or in any other lawful manner whatsoever for the assistance in performance of the Services or any part thereof;
- (k) "Scope of Work" means the scope of work mentioned in Clause 3 of this MOU.
- (I) "Services" means the services, programs, trainings, events, engagements including but not limited as mentioned from para 3.1.1 to 3.1.11 along with all its expertise and assisting Personnel of SPORTIFY.
- (m) "Third Party" means any person or entity other than the Government, the SPORTIFY and LNIPE.



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1.2 Relation between the Parties

- 1.2.1 Both the Parties acknowledge that they are acting as independent contractor and are solely responsible for their actions or inactions and that nothing contained herein shall be construed as establishing a relationship of master and servant or of agent and principal between the parties or their representatives. Parties shall be responsible to each other for the services performed/ equipment provided by them or on their behalf hereunder for the services provided under this MoU. Both Parties are not authorized to enter into any contract or MOU on behalf of the other Party or to otherwise create obligations upon other Party in any way which are not authorized by the other Party.
- 1.2.2 Further, neither this MOU nor the activities conducted there under between the Parties shall create a joint venture, partnership, agency or similar relationship between the LNIPE and SPORTIFY and SPORTIFY shall, subject to this MOU, have complete charge of its Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf here under. The Parties hereby acknowledge and agree that any workers or personnel engaged by SPORTIFY or its sub-contractor and providing services on-site as required under this MOU shall be employees of SPORTIFY and its sub-contractor and the payment of workers, compensation, taxes and employee benefit shall be paid by either parties as per the applicable laws. LNIPE agrees that the LNIPE shall be solely responsible for payment of all applicable services, training and programs that will be provided by SPORTIFY on case-to-case basis.
- 1.2.3 It is expressly agreed by both the PARTIES to publicize the nature of its relationship, including co-branding, making any public statements and from conducting any other marketing/ PR activities which may project or imply an association between LNIPE and SPORTIFY. Provided it is clarified that before making any public statement, SPORTIFY has to take approval from LNIPE.

1.3 Governing law and jurisdiction

This MOU shall be construed and interpreted in accordance with and governed by the laws of India over all matters arising out of or relating to this MOU.





1.4 Notices

Any notice or other communication to be exchanged between the Parties in connection with the matters contemplated by this MOU shall be in writing, in English language and shall:

- (a) in the case of LNIPE, be given by facsimile or e-mail or by letter delivered by hand or registered/speed post or courier to the address provided in clause 1.5.2 or to such other person as LNIPE may from time to time designate by notice to the SPORTIFY;
- (b) in the case of the SPORTIFY, be given by facsimile or e-mail and by letter delivered by hand or registered/speed post or courier to the address provided in Clause 1.5.1 and be addressed to the LNIPE or to such other person as the SPORTIFY may from time to time designate by notice to LNIPE.
- (c) any notice or communication by one Party to the other Party, shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

1.5 Authorized representative

1.5.1 The SPORTIFY may, from time to time, designate 1 (one) of its officials as its authorized representative ("SPORTIFY Representative"). Unless otherwise notified, the SPORTIFY representative shall be:

Gautam Mukherjee CEO SPORTIFY No. 12. 3rd Cross. Narayana Reddy Layout. 6th Block. Koramangala. Bangalore 560095. Phone: 953 808 8111 Email: gm@sportify.asia

1.5.2 LNIPE may designate 1 (one) of its officials as LNIPE's authorized representative ("LNIPE Representative"). Unless otherwise notified, LNIPE representative shall be:

Prof Krishna Kant Sahu HOD – Sports Management & Coaching LNIPE

Meia Road, Shakti Nagar, Gwalior (M.P.) - 474002 Phone: 0751-4000887

Mob: 958 289 6690 E-mail: krishnalnipe@gmail.com



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1.6 Taxes and duties

Unless otherwise specified in this MOU, the taxes shall be paid by the respective parties in accordance with the laws applicable. For the purposes of taxation including GST, SPORTIFY is a service provider and LNIPE is a service receiver.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF MOU

2.1 Effective date of MOU

This MOU shall come into force and effect on the date of execution of this MOU i.e. from 20th August 2020, (the "Effective Date").

2.2 Expiration of MOU

Unless terminated earlier pursuant to clause 2.8 hereof, this MOU shall, unless extended by the Parties by mutual consent, expire at the end of 5 (five) years from the Effective Date of this MOU i.e. on 20th August 2020.

2.3 Termination of MOU for failure to commence Services

If one of the Parties, for any reason, extends or postpones the provision of Services provided for in this MOU on more than one occasion without written consent of the other Party, then the other Party may, by not less than 3 (three) month's notice to the other Party, declare this MOU to be terminated.

2.4 Entire MOU

This MOU constitutes the entire understanding between the Parties on the subject hereof and all prior written or oral arrangements pertaining to this MOU are obtained as scope of work mentioned in this MOU.

2.5 Modification or Amendment of MOU

Modification of any of the terms and conditions of this MOU may only be made by written consensus between the Parties and shall be effective from the date agreed to by both the Parties in writing.

2.6 Force Majeure

2.6.1 Definition .

(a) For the purpose of this MOU, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or impractical and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adversary weather conditions,

Privileged and Confidential Information

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chronic disease, epidemic, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation, or any other action beyond reasonable control of parties.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to be apprised of at time of commencement of this MOU or avoid or overcome in the carrying out of its obligations hereunder, and (iii) insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No breach of MOU

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than 15 (fifteen) days following the occurrence of such event. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of this MOU insofar as such inability arises from an event of Force Majeure and is duly acknowledged in writing in this regard by the other Party, provided that all reasonable efforts were made by defaulting Party to curb the Force Majeure event.

2.6.3 Consultation

Not later than 7 (seven) days after either Party has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services and informed the other Party in writing of the same, both the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

2.6.4 Extension of Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, SPORTIFY shall subject to written approval of LNIPE, be entitled to obtain reimbursement for any additional costs, incurred by it, owing to additional works.

2.7 Suspension of MOU

Either Party may, by written notice, suspend all its obligations under the MOU if the other Party is in breach of this MOU after providing an opportunity to other Party to remedy such breach within a period not exceeding 15 (fifteen) days from receipt of such notice by the other Party.

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2.8 Termination of MOU

2.8.1 By the SPORTIFY

The SPORTIFY may, by not less than 3 months' (three) written notice of termination to LNIPE, terminate this MOU if:

- (a) LNIPE fails to remedy any breach specified in a notice of suspension hereinabove, within 15 days' time or within such further period as the SPORTIFY may have subsequently agreed in writing.
- (b) LNIPE without limitation, fails to supply equipment or grounds or facilities or infrastructure or provide the necessary Services and/or if it fails to do so as per the mutually agreed terms.
- (c) LNIPE submits to the SPORTIFY, a statement which has a material effect on the rights, obligations, reputation or interests of the SPORTIFY and which LNIPE knows to be false;
- (d) Any document, information, data or statement submitted by LNIPE for the purpose of execution of this MOU is found to be false, incorrect or misleading.
- (c) As a result of Force Majeure, LNIPE is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days.
- (f) If LNIPE disrepute SPORTIFY by maligning it publicly or acting in a manner which damages the image of the SPORTIFY. Sportify submits to the LNIPE, as statement which has material effect on the rights, obligations, reputation or interests of the LNIPE and which SPORTIFY knows to be false.
- (g) The SPORTIFY, in its sole discretion and for any reason whatsoever, decides to terminate this MOU.

2.8.2 By LNIPE

LNIPE may, be not less than 3 months' (three) written notice to the SPORTIFY, terminate this MOU if:

(a) The SPORTIFY is in material breach of its obligations pursuant to this MOU and has not remedied the same within 15 (fifteen) days (or such longer period as LNIPE may have subsequently agreed to in writing) following the receipt by the SPORTIFY of LNIPE's notice specifying such breach;

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- (b) The SPORTIFY makes any documented and forceful additional unreasonable, impractical and non-performable demand from LNIPE, over and above the Scope of Work mentioned in this MOU with regard to LNIPE which is not agreed upon by the Parties in writing.
- (c) Any document, information, data or statement submitted by SPORTIFY for the purpose of execution of this MOU, is found to be false, incorrect or misleading.
- (d) As a result of Force Majeure, SPORTIFY is unable to perform a material portion of the services for a period of not less than 7 (seven) days.
- (e) SPORTIFY disreputes LNIPE by maligning it publicly or acting in a manner which damages the image of the LNIPE.

3. SCOPE OF WORK

3.1 OBLIGATIONS OF THE SPORTIFY

The SPORTIFY shall be as "INDUSTRY PARTNER" responsible for conducting, developing, deploying and managing end-to-end of various engagement towards the development of Physical Education and Sports in various departments of LNIPE and also provide consultation to LNIPE as institution for the development and improvement of overall standard. The following specific scope is listed but not limited to:

- 3.1.1 Finishing School: SPORTIFY would develop and deploy a structured program as Finishing School for the students from First Year to Final Year. The program would be 'Planned-Sequential-Progressive' in nature and would prepare the students for current industry understanding about the Physical Education & Sports as business (industry) for deeper engagement and hence become industry ready in all domains viz. schools (all boards including international curriculum), academies, sports management companies, fitness clubs, corporate sports event management etc. The Program would also emphasis on personality development through various modules of soft skills, communication, etiquettes etc.
- 3.1.2 Internships & Projects: SPORTIFY would provide and create opportunities for the students for internship in various sports organizations including Sportify company. It would include but not limited to schools, academies, federations, sports management companies, fitness clubs, corporate sports event management etc.

Privileged and Confidential Information

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- 3.1.3 Career Counselling: SPORTIFY would provide a comprehensive and continuous career counseling guidance on group and individual basis. Individual competencies and skills would be mapped to the career options and in turn would be integrated seamlessly to guide towards the career choice based on all the dependent factors.
- 3.1.4 Cross Functional Alliances. SPORTIFY would build, facilitate, consult and advocate end-to-end strategic alliances with similar or other industry institutions/ colleges as Partners within India and internationally viz. PE institutes, Federations, IT, B-Schools, Tourism, Hospitality, Manufacturing and other corporate sectors. The objective would be to build strategic alliances to extend the reach of LNIPE as an industry leader in the domain of PE and Sports.
- 3.1.5 Incubation Cell: SPORTIFY would incept an incubation cell from ideation, resources, expertise, facilitate, network building, subject matter experts, collaborations, strategic relation building, entrepreneurship guidance for the students of LNIPE and off-campus students (on discretion of LNIPE). On successful inception this would be the first-and-only PE institute in the world to have an Incubation Cell.
- 3.1.6 Conferences/Seminars/ Webinars as knowledge partner: As 'Knowledge Partner', Sportify would facilitate the speakers and delegates from India and abroad, offer specific industry relevant topics, theme, marketing & PR activities of the event. SPORTIFY would also facilitate/ promote webinars (international and national) on various PE & Sports related topics within the same scope mentioned in this point 3.1.6.
- 3.1.7 Guest/ Visiting Faculty: SPORTIFY would facilitate eminent personalities from the field of Sports and Physical Education as Guest/ Visiting Faculty to share their learning experiences to the students. This would also include but not limited to School Leaders, Sports Company's Heads, Sports personalities, Industry experts, Corporate leaders, Sports media experts, Sports events experts, B-School leaders/ faculties, international subject matter experts, eminent faculties, coaches etc.
- 3.1.8 Student & Faculty Exchange Programs: SPORTIFY would provide its expertise to develop various students exchange programs within India and International institutes. Exposure being the key element, SPORTIFY would facilitate end-to-end consultation to establish relationships with such institutes. SPORTIFY & LNIPE would co-build the selecting criteria for such exchange programs.

Privileged and Confidential Information

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- 3.1.9 Coach/ Teacher Education Programs: SPORTIFY would facilitate end-to-end execution of multiple educational programs for sports/ teacher education for the students and faculties as professional development. Facilitators of such Education Programs would include but not limited to federations, companies, institutes, individuals etc. from India or abroad.
 - 3.1.10 Sports Infrastructure Censulting: SPORTIFY would provide its expertise to develop sports infrastructure as 'Project Management Consultant' to LNIPE and wherein LNIPE is required to provide consultancy. LNIPE may appoint SPORTIFY for such third party scope for the sports infrastructure. As 'Project Management Consultant' SPORTIFY would provide its expertise but not limited to ideation, planning, designs, BOQ preparations, product selection and specifications, specific civil work (e.g. sub-base work, drainage, lighting etc), material procurement, product comparative analysis, cost analysis, vendor management etc.
- 3.1.11 Online/ Physical Professional Development Programs: SPORTIFY would facilitate end-to-end execution of multiple professional development programs for physical education and sports management professionals including development of content, marketing, facilitate, implementation, technology back-end support. These Programs would be delivered online/ offline in digital or physical form based on the program need. Facilitators of such Education Programs would include but not limited to federations, companies, institutes, individuals etc. from India or abroad.

3.2 OBLIGATIONS OF LNIPE

- 3.2.1 LNIPE would discuss, share and finalize the services, programs, trainings provided by SPORTIFY as deem fit from time-to-time and as and when mutually agreed upon by the parties.
- 3.2.2 LNIPE shall provide all the facilities required for the efficient and effective conduct of services, programs, trainings provided by SPORTIFY for students and faculties on mutually agreed terms on project and case-to-case basis.
- 3.2.3 LNIPE shall share their infrastructure including but not limited to classrooms. AV rooms, playgrounds, conference hall, auditorium, IT facilities, accommodation for visiting representative(s) of SPORTIFY and all other facilities required to deploy the services, programs, training as deem fit. The nature and type of the infrastructures to be shared with the SPORTIFY and its designated teams, would be predefined in writing between the Parties on case-to-case basis.

Privileged and Confidential Information

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- 3.2.4 LNIPE shall provide other human resources, if required, for the conduct and delivery of services, programs, trainings etc. The Parties shall agree amongst themselves in writing about the nature and quantity of human resources required by the SPORTIFY for any such event and that which LNIPE shall actually provide.
- 3.2.5 LNIPE shall release and send the required number of interns from LNIPE to undergo an internship in the SPORTIFY whenever the SPORTIFY announces vacancy for internship. The number of interns to be absorbed by SPORTIFY on each instance shall be agreed upon in writing between the Parties prior to the sending of interns by LNIPE and subject to final scrutiny and approval from the SPORTIFY.

3.2.6 Standards of performance & additional work

LNIPE shall provide the necessary Facilities and perform the Support Services as envisaged in this MOU and carry out all its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and best practices. LNIPE shall always act, in respect of this MOU, as a faithful advisor to the SPORTIFY and in case of Program or Services being provided by SPORTIFY, shall also be responsible for updation of course materials, program engagement etc. as applicable depending on the relevant terms listed out in the Scope of Work hereunder. In case additional work is required beyond the scope of this MOU, SPORTIFY may be issued written request detailing the same and if agreeable, it shall be mutually agreed to by the Parties in writing.

4. Conflict of interest

LNIPE confirms that it does not have any current engagements which constitute a conflict of interest ("Conflict of Interest") with the requirements of providing the facilities for the Services under this MOU and agrees not to enter into any such arrangement in the future which may be a Conflict of Interest and thereby constitute a breach of the MOU.

5. Confidentiality

5.1 In order for SPORTIFY to perform the Services and deploy the Programs under the MOU, it may be necessary for the SPORTIFY to provide LNIPE with confidential information including but not limited to regarding the SPORTIFY business practices, development plans, products information, curriculum, strategies, intellectual properties, events and other know-how of operations ("Confidential Information").

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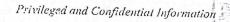
- 5.2 LNIPE will use this 'Confidential Information' as mention in para 5.1 only in the best interests of SPORTIFY and not use it in an unethical manner or for the benefit of any person or entity other than SPORTIFY or disclose such Confidential Information without the written authorization of the SPORTIFY, either during or after the term of the MOU, unless expressly required to do so under the law. LNIPE shall be obligated to immediately inform the SPORTIFY when under the law the requirement for providing Confidential information arises. The provisions of this clause shall survive till even after the termination or expiration of this MOU.
- 6. Documents prepared by LNIPE to be property of the SPORTIFY
- 6.1 All data arising out of the courses, programs and services provided by LNIPE including but not limited to laboratory reports, performance reports and other documents ("Service Documents") prepared or submitted by LNIPE in performing its obligations hereunder shall be the sole and exclusive property of the LNIPE.
- 6.2 SPORTIFY shall only have the right to use the Service Document as mentioned in clause 6.1 during currency of the present MoU and in the best interest of the LNIPE and shall not use it in an unethical manner or for the benefit of any person or entity other than LNIPE or disclose such service documents without the written authorization of the SPORTIFY, either during or after the term of MoU, unless expressly required to do so under the law. SPORTIFY shall be obligated to immediately in form the LNIPE when under the law the requirement for providing service documents arises. The provision of this clause shall survive even after the termination or expiration of this MoU.

7. LNIPE'S PERSONNEL

LNIPE shall employ, retain or engage and or make available to the SPORTIFY such qualified and experienced Personnel as may be required to assist in carrying out the Services on pre-requisite agreed terms. The SPORTIFY may at any time, in writing, request LNIPE to replace or substitute one or more of such Personnel. LNIPE shall ensure that any absence of any Personnel, for any reason, does not delay the delivery, quality and quantity or result in the cancellation of the Services or necessary Programs or Services as the case may be.



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8. COMMERCIALS/ PAYMENTS

SPORTIFY would propose in writing about the fees and payment of any and or all Services, Programs, Training, Consultancy including but not limited to as mentioned in the scope of work from para 3.1.1 to 3.2.10 on project, engagement and case-to-case basis. All or any payment terms would be mutually agreed between both the parties on project, engagement and case-to-case basis. SPORTIFY and LNIPE would also mutually agree on the projects, programs or services whose scope have revenue sharing with LNIPE. SPORTIFY would share the revenue with LNIPE as per the agreed terms wherever it is applicable. Any payment to be made to LNIPE by the SPORTIFY in case of revenue sharing would be limited only without exception to the accommodation charges, food consumption charges human resource and sports facilities/ infrastructure charges etc. Any subsidized rates and the nature and quantum of payments required to be provided by the SPORTIFY to LNIPE shall be agreed upon by both the Parties in writing on a case-to-case basis before the start of the Program, Services, Project or any other engagement.

SPORTIFY shall be required to raise an invoice for the requisite amount upon the LNIPE not more than 7 (seven) working days post the end of each Program, Services, Project or any other engagement or any other service provided by SPORTIFY to the LNIPE. The amount in such invoice, if not disputed by the LNIPE, shall be paid by the LNIPE to SPORTIFY within 15 (fifteen) days of the invoice being served upon the LNIPE.

A few Programs, Services, Project, other engagement or any other deliverables may need advance payments to initiate, mobilize or source for the same. In such cases SPORTIFY needs to obtain a written approval from LNIPE with agreed terms and conditions for advance payments. In case of payments made as advance, the invoice(s)/ bills will be adjusted and submitted accordingly.

In case of any miscellaneous expenses within deliverables without invoice(s)/ bill(s), prior written approval from LNIPE is mandatory along with the approved vouchers.

In addition to the estimated cost and deliverables, any other engagements (additional Programs, Services, Project, other engagement or any other deliverables or and unforeseen and unplanned expenses etc.) may be incurred or proposed as per the need of the project. In such cases, SPORTIFY needs to obtain written approval from LNIPE on case-to-case basis.

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9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Intellectual Property Rights" means any copyright, design right, registered design or any other rights of a similar nature, any patent or invention, and any trade or service marks.
- 9.2 "SPORTIFY IPR" means any intellectual property rights in work created or produced by the SPORTIFY personnel or SPORTIFY sponsored personnel participating in activities specifically for the SPORTIFY in connection with this MOU.
- 9.3 The SPORTIFY and the LNIPE exclusively shall at all times, without limitation, retain the intellectual property rights arising out of this MOU including all work, data, designs or inventions.

10. SETTLEMENT OF DISPUTES

Any dispute, difference, claim or controversy of whatever nature howsoever arising under or out of or in relation to this MOU (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall, be attempted to be resolved amicably through conciliation efforts between the Parties within a period of 2 (two) weeks. In the event conciliation efforts fail, the Parties are free to exercise any right or remedy which they may have available under the law. Unresolved disputes, if any, shall be governed by and construed in accordance with the laws of India without giving effect to the choice of law principles thereof and If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to Arbitration under Arbitration and Conciliation Act, 1996 by a sole Arbitrator to be appointed by the mutual consent of both the parties. Arbitration shall be held in New Delhi, Delhi. The proceedings of Arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

11. SEVERABILITY AND ENFORCEABILITY

If any term or provision of this MOU is held by a judicial or other competent statutory authority of competent jurisdiction to be contrary to law or becomes otherwise invalid, illegal or unenforceable, such provisions shall be severed from this MOU and the other remaining provisions of this MOU shall remain in full force.

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12. ASSIGNMENT

Save as provided herein, this MOU, or any right or obligation hereunder cannot be assigned by either Party to another Third Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION GWALIOR, INDIA

Comb.

Name: Prof. Dilip Kumar Durcha

Designation: Vice Chancellor Address: Mela Road, Shakti Nagar,

Gwalior (M.P.) - 474002

SIGNED, SEALED AND DELIVERED

For and on behalf of

SPORTIFY SPORTS EDUCATION & MANAGEMENT SERVICES PVT. LTD. BANGALORE, INDIA



Name: Dr. Gautam Mukherjee

Designation: Director & CEO Address: No. 12. 3rd Cross. Narayana Reddy Layout. 6th Block. Koramangala. Bangalore 560095.



ALL INDIA FOOTBALL FEDERATION LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION



Memorandum of Understanding

for

Cooperation for mutual benefit

between

All India Football Federation and Lakshmibai National Institute of Physical Education

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter called the "MOU") is entered into on, 19 March 2019

BETWEEN

The All India Football Federation ("AIFF") located at Football House, Sector 19, Phase-I
Dwarka, New Delhi – 110075, (hereinafter called the "AIFF" which expression shall
include its respective successors and permitted assigns, unless the context otherwise
requires;

and

 Lakshmibai National Institute of Physical Education, located at Shakti Nagar, Mela Road, Gwalior, Madhya Pradesh, India (hereinafter called the "LNIPE" which expression shall include its respective successors and permitted assigns, unless the context otherwise requires).

In this MOU, the term "Party" or "Parties" shall mean the AIFF and the LNIPE individually or collectively, as the context may require.

WHEREAS:

- (A) LNIPE and the AIFF are desirous of establishing a relationship with each other for initiating certain exchange programs of personnel and students to the mutual benefit of both Parties and to promote the development of the game of football through joint studies, research and training activities, and other programs of mutual interest under the terms and conditions agreed upon herein;
- (B) Both the Parties have agreed to enter into a development relationship with each other in order to promote the development of the game of football through joint studies, research and training activities and other programs of mutual interest.

Now, therefore, in consideration of the foregoing and the respective covenants set forth in this MOU, the Parties hereto hereby agree as follows:-

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this MOU shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

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- (a) "AIFF Representative" shall have the meaning set forth in Clause 1.5.1;
- (b) "Applicable Laws" means the existing laws and any other instruments having the force of law in India including those as might be issued and be in force from time to time;
- (c) "Confidential Information" shall have the meaning set forth in Clause 5.1;
- (d) "Conflict of Interest" shall have the meaning set forth in Clause 4 read with the provisions of the Scope of Work set forth in Clause 3;
- (e) "Dispute" shall have the meaning set forth in Clause 11;
- (f) "Effective Date" means the date on which this MOU comes into force and effect pursuant to Clause 2.1;
- (g) "INR, Re. or Rs." means Indian Rupees;
- (h) "LNIPE Representative" shall have the meaning set forth in Clause 1.5.2;
- (i) "MOU" means this MOU;
- (j) "Personnel" means persons or entities hired, retained or engaged by LNIPE as employee or sub-contractors or in any other lawful manner whatsoever for the assistance in performance of the Services or any part thereof;
- (k) "Scope of Work" means the scope of work mentioned in Clause 3 of this MOU.
- (l) "Services" means the equipment and campus/premises along with all its facilities and assisting Personnel of LNIPE.
- (m) "Third Party" means any person or entity other than the Government, the AIFF and LNIPE.

1.2 Relation between the Parties

1.2.1 Both the Parties acknowledge that they are acting as independent contractor and are solely responsible for their actions or inactions and that nothing contained herein shall be construed as establishing a relationship of master and servant or of agent and principal between the parties or their representatives. LNIPE shall be responsible to the AIFF for the services performed/equipment provided by them or on their behalf hereunder and for the quality of the services provided to the AIFF. Both Parties are not authorized to enter into any contract or MOU on behalf of the other Party or to otherwise create obligations upon other Party in any way which are not authorised by the other Party.

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- Further, neither this MOU nor the activities conducted there under between the Parties share 1.2.2 create a joint venture, partnership, agency or similar relationship between the AIFF and LNIPE and LNIPE shall, subject to this MOU, have complete charge of its Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf here under. The Parties hereby acknowledge and agree that any workers or personnel engaged by LNIPE or its sub-contractor and providing services on-site as required under this MOU shall be employees of LNIPE and its sub-contractor and not of AIFF for all purposes, including worker's compensation, taxes, and employee benefits. LNIPE agrees that the LNIPE shall be solely responsible for payment of all compensation, disability benefits, applicable workers' employee benefits unemployment insurance and for withholding and paying such employment taxes and income as required.
- 1.2.3 It is expressly prohibited for LNIPE to publicise the nature of its relationship with AIFF, from making any public statements and from conducting any other activities which may project or imply an association between LNIPE and AIFF.

1.3 Governing law and jurisdiction

This MOU shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this MOU.

1.4 Notices

Any notice or other communication to be exchanged between the Parties in connection with the matters contemplated by this MOU shall be in writing, in English language and shall:

- (a) in the case of LNIPE, be given by facsimile or e-mail or by letter delivered by hand or registered/speed post or courier to the address provided in clause 1.5.2 or to such other person as LNIPE may from time to time designate by notice to the AIFF;
- (b) in the case of the AIFF, be given by facsimile or e-mail and by letter delivered by hand or registered/speed post or courier to the address provided in Clause 1.5.1 and be addressed to the AIFF or to such other person as the AIFF may from time to time designate by notice to LNIPE.



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(c) any notice or communication by one Party to the other Party, shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

1.5 Authorized representative

1.5.1 The AIFF may, from time to time, designate 1 (one) of its officials as its authorized representative ("AIFF Representative"). Unless otherwise notified, the AIFF representative shall be:

Mr. Ravisankar, Director (Referees) Football House, Sector 19, Phase-I, Dwarka, New Delhi - 110075

1.5.2 LNIPE may designate 1 (one) of its officials as LNIPE's authorized representative ("LNIPE Representative"). Unless otherwise notified, LNIPE representative shall be:

Prof. Vivek Pandey, Department of Exercise Physiology LNIPE, Mela Road, Gwalior (M.P.) Phone: 0751-4000902, 4000917

Mob.: 9425335863

E-mail: pandey vivek61@yahoo.com

1.6 Taxes and duties

Unless otherwise specified in this MOU, LNIPE is required to pay all such taxes, duties, cess, fees and other impositions including GST as may be directly payable by LNIPE under the Applicable Laws. The AIFF shall be liable for the deduction of such taxes, duties, cess, fees and other impositions including GST as may be payable under the Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF MOU

2.1 Effective date of MOU

This MOU shall come into force and effect on the date of execution of this MOU i.e. from 19 March 2019.

2.2 Expiration of MOU

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Unless terminated earlier pursuant to clause 2.8 hereof, this MOU shall, unless extended by the Parties by mutual consent, expire at the end of 3 (three) years from the Effective Date of this MOU i.e. on 18 March 2022.

2.3 Termination of MOU for failure to commence Services

If one of the Parties, for any reason, extends or postpones the provision of Services provided for in this MOU on more than one occasion without written consent of the other Party, then the other Party may, by not less than 2 (two) week's notice to the other Party, declare this MOU to be null and void and no payment whatsoever, would be payable by the AIFF to LNIPE and no further cooperation or projects would be implemented between the Parties thereafter.

2.4 Entire MOU

This MOU constitutes the entire understanding between the Parties on the subject hereof and all prior written or oral arrangements pertaining to this MOU stand abrogated and withdrawn.

2.5 Modification or Amendment of MOU

Modification of any of the terms and conditions of this MOU may only be made by written consensus between the Parties and shall be effective from the date agreed to by both the Parties in writing.

2.6 Force Majeure

2.6.1 Definition

- (a) For the purpose of this MOU, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or impractical and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, chronic disease, epidemic, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation, or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to be apprised of at time of commencement of this MOU or avoid or overcome in the carrying out of its obligations



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hereunder, and (iii) insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No breach of MOU

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than 4 (four) days following the occurrence of such event. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of this MOU insofar as such inability arises from an event of Force Majeure and is duly acknowledged in writing in this regard by the other Party, provided that all reasonable efforts were made by defaulting Party to curb the Force Majeure event.

2.6.3 Consultation

Not later than 3 (three) days after either Party has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services and informed the other Party in writing of the same, both the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

2.6.4 Extension of Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, LNIPE shall subject to written approval of AIFF, be entitled to obtain reimbursement for any additional costs, incurred by it, owing to additional works.

2.7 Suspension of MOU

Either Party may, by written notice, suspend all its obligations under the MOU if the other Party is in breach of this MOU after providing an opportunity to other Party to remedy such breach within a period not exceeding 3 (three) days from receipt of such notice by the other Party.

2.8 Termination of MOU

2.8.1 By the AIFF

The AIFF may, by not less than 45 (forty five) days' written notice of termination to LNIPE, terminate this MOU if:

(a) LNIPE fails to remedy any breach specified in a notice of suspension hereinabove, within 15 days' time or within such further period as the AIFF may have subsequently agreed in writing.

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- (b) LNIPE without limitation, fails to supply equipments or grounds or facilities or infrastructure or provide the necessary Services and/or if it fails to do so to the utmost satisfaction of the AIFF.
- (c) LNIPE submits to the AIFF, a statement which has a material effect on the rights, obligations, reputation or interests of the AIFF and which LNIPE knows to be false;
- (d) Any document, information, data or statement submitted by LNIPE for the purpose of execution of this MOU is found to be false, incorrect or misleading.
- (e) As a result of Force Majeure, LNIPE is unable to perform a material portion of the Services for a period of not less than 7 (seven) days.
- (f) If LNIPE disreputes AIFF by maligning it publicly or acting in a manner which damages the image of the AIFF.
- (g) The AIFF, in its sole discretion and for any reason whatsoever, decides to terminate this MOU.

2.8.2 By LNIPE

LNIPE may, be not less than 45 (forty five) days' written notice to the AIFF, terminate this MOU if:

- (a) The AIFF is in material breach of its obligations pursuant to this MOU and has not remedied the same within 15 (fifteen) days (or such longer period as LNIPE may have subsequently agreed to in writing) following the receipt by the AIFF of LNIPE's notice specifying such breach;
- (b) The AIFF makes any documented and forceful additional unreasonable, impractical and non-performable demand from LNIPE, over and above the Scope of Work mentioned in this MOU with regard to LNIPE which is not agreed upon by the Parties in writing.
- (c) Any document, information, data or statement submitted by AIFF for the purpose of execution of this MOU, is found to be false, incorrect or misleading.
- (d) As a result of Force Majeure. AIFF is unable to perform a material portion of the services for a period of not less than 7 (seven) days.
- (e) AIFF disreputes LNIPE by maligning it publicly or acting in a manner which damages the image of the LNIPE.



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3. SCOPE OF WORK

3.1 OBLIGATIONS OF LNIPE

- 3.1.1 LNIPE would conduct specialised courses for referees, coaches and other match/football officials as a venue partner, as and when mutually agreed upon by the parties.
- 3.1.2 LNIPE shall provide all the facilities required for the efficient and effective conduct of coaching camp for both boys and girls team on mutually agreed payment basis.
- 3.1.3 LNIPE shall share their infrastructure including but not limited to LNIPE human performance laboratories and all other sports science laboratories for enhancing the performance of national teams of the AIFF. However, the nature and type of the infrastructures to be shared with the AIFF and its designated teams, would be predefined in writing between the Parties.
- 3.1.4 LNIPE shall provide other human resources for the conduct of mega footballing events in the country sponsored or authorized by the AIFF. The Parties shall agree amongst themselves in writing about the nature and quantity of human resources required by the AIFF for any such event and that which LNIPE shall actually provide.
- 3.1.5 LNIPE shall release and send the required number of interns from LNIPE to undergo an internship in the AIFF whenever the AIFF announces vacancy for internship. The number of interns to be supplied by LNIPE on each instance shall be agreed upon in writing between the Parties prior to the sending of interns by LNIPE and subject to final scrutiny and approval from the AIFF.

3.1.6 Standards of performance & additional work

LNIPE shall provide the necessary equipment and perform the coaching Services as envisaged in this MOU and carry out all its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and best practices. LNIPE shall always act, in respect of this MOU, as a faithful advisor to the AIFF and in case of commodities or Services being supplied by LNIPE, shall also be responsible for repairing, replacement services and updation of course materials etc as applicable depending on the relevant terms listed out in the Scope of Work hereunder. In case additional work is required beyond the scope of this MOU, LNIPE may be issued written request detailing the same and if agreeable, it shall be mutually agreed to by the Parties in writing.



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3.2 OBLIGATIONS OF THE AIFF

- 3.2.1 The AIFF shall be responsible for conducting the 'Refereeing Courses' at LNIPE, Gwalior and LNIPE-NERC campus, Guwahati, whenever it deems fit, subject to the availability of the facilities at both campuses of LNIPE at the time.
- 3.2.2 The AIFF shall be responsible for conducting various coaching license courses at LNIPE, Gwalior and LNIPE-NERC campus, Guwahati, whenever it deems fit, subject to the availability of the facilities at both campuses of LNIPE at the time.
- 3.2.3 The AIFF shall have to provide a written request to LNIPE for conducting any course on its premises at least 15 days prior to the date the course is expected to commence.
- 3.2.4 The AIFF shall, through the curriculum, develop and train the students of LNIPE to become officials in progressive manner for the future and will award the certificates.
- 3.2.5 The AIFF shall receive agreed amount of students from LNIPE each year and enrol such interns for internship program with the AIFF as per the requirement of the AIFF subject to the scrutiny and final approval of the AIFF.
- 3.2.6 The AIFF shall provide its own expert/resource persons for attending conference/seminar/workshop conducted by LNIPE as panellists therein.
- 3.2.7 The AIFF shall create favourable conditions for LNIPE and its Personnel to provide the Services and to properly execute the Services in terms of the manner as provided for in this MOU. Further, the AIFF undertakes not to create any sort of hindrance or impediment towards the providing of services by LNIPE as per the MOU.

4. Conflict of interest

LNIPE confirms that it does not have any current engagements which constitute a conflict of interest ("Conflict of Interest") with the requirements of providing the equipment and Services under this MOU and agrees not to enter into any such arrangement in the future which may be a Conflict of Interest and thereby constitute a breach of the MOU.



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5. Confidentiality

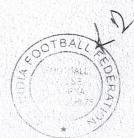
- 5.1 In order for LNIPE to perform the Services under the MOU, it may be necessary for the AIFF to provide LNIPE with confidential information regarding the AIFF business practices, development plans, strategies and events ("Confidential Information")
- 5.2 LNIPE will use this information only in the best interests of AIFF and not use it in an unethical manner or for the benefit of any person or entity other than AIFF or disclose such Confidential Information without the written authorization of the AIFF, either during or after the term of the MOU, unless expressly required to do so under the law. LNIPE shall be obligated to immediately inform the AIFF when under the law the requirement for providing Confidential Information arises. The provisions of this clause shall survive till even after the termination or expiration of this MOU.

6. Documents prepared by LNIPE to be property of the AIFF

- All data arising out of the courses, equipment and services provided by LNIPE including but not limited to laboratory reports, performance reports and other documents ("Service Documents") prepared or submitted by LNIPE in performing its obligations hereunder shall become the property of the AIFF. LNIPE may retain copies of the same. LNIPE shall, not later than termination or expiration of this MOU, deliver all Service Documents with a detailed inventory to the AIFF.
- 6.2 LNIPE shall hold the AIFF harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), penalties or injuries ('claims'), including from Third Parties, which may arise from or due to any unauthorized use or inaccuracy of such Service Documents, negligence, wilful misconduct or due to any breach or failure on part of LNIPE of any kind with regard to this MOU.

7. LNIPE'S PERSONNEL

LNIPE shall employ, retain or engage and or make available to the AIFF such qualified and experienced Personnel as may be required to assist in carrying out the Services on payment basis. The AIFF may at any time, in writing, request LNIPE to replace or substitute one or more of such Personnel. LNIPE shall ensure that any absence of any Personnel, for any reason, does not delay the delivery, quality and quantity or result in the cancellation of the Services or necessary equipment as the case may be.



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8. PAYMENT TO LNIPE

Any payment to be made to LNIPE by the AIFF would be limited only without exception to the accommodation charges, course fees, food consumption charges human resource & sports facilities/infrastructure charges etc. Any subsidised rates and the nature and quantum of payments required to be provided by the AIFF to LNIPE shall be agreed upon by the Parties in writing on a case to case basis before the start of the courses/Services for fresh batch of candidates. LNIPE shall be required to raise an invoice for the requisite amount upon the AIFF not more than 5 (five) working days post the end of each course or any other service provided by LNIPE to the AIFF. The amount in such invoice, if not disputed by the AIFF, shall be paid by the AIFF to LNIPE within 15 (fifteen) days of the invoice being served upon the 'AIFF.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Intellectual Property Rights" means any copyright, design right, registered design or any other rights of a similar nature, any patent or invention, and any trade or service marks.
- 9.2 "AIFFIPR" means any intellectual property rights in work created or produced by the AIFF personnel or AIFF sponsored personnel participating in activities within the premises of LNIPE, specifically for the AIFF in connection with this MOU.
- 9.3 The AIFF exclusively shall at all times, without limitation, retain the intellectual property rights arising out of this MOU including all work, data, designs or inventions.

10. SETTLEMENT OF DISPUTES

Any dispute, difference, claim or controversy of whatever nature howsoever arising under or out of or in relation to this MOU (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall, be attempted to be resolved amicably through conciliation efforts between the Parties within a period of 2 (two) weeks. In the event conciliation efforts fail, the Parties are free to exercise any right or remedy which they may have available under the law.

11. SEVERABILITY AND ENFORCEABILITY

If any term or provision of this MOU is held by a judicial or other competent statutory authority of competent jurisdiction to be contrary to law or becomes otherwise invalid, illegal or unenforceable, such provisions shall be severed from this MOU and the other remaining provisions of this MOU shall remain in full force.



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12. ASSIGNMENT

Save as provided herein, this MOU, or any right or obligation hereunder cannot be assigned by either Party to another Third Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto havecaused this MOU to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LAKSHMIBAI NATIONAL INSTITUTE OF

PHYSICAL EDUCATION, GWALIOR

INDIA

Name: Prof. Dilip Kumar Dureha

Designation: Vice Chancellor Address: Mela Road, Shakti Nagar,

institute or

Chancellar

Gwalior (M.P.) - 474002

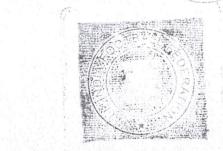
ALL INDIA FOOTBALL FEDERATION

Name: Mr. Kushal Das

Designation: General Secretary

Address: Football House, Sector 19, Phase-I, Dwarka,

New Delhi - 110075







Memorandum of Understanding Between

Swarnim Gujarat Sports University, Gandhinagar, India And

Lakshmibai National Institute of Physical Education, Gwalior, M.P.

In order to achieve a successful and sustainable partnership, the Swarnim Gujarat Sports University, Gandhinagar, Gujarat, India and Lakshmibai National Institute of Physical Education, Gwalior, M.P. India, endorse this Memorandum of Understanding.

Both institutions will make every reasonable effort to encourage direct contact, educational and research cooperation in the areas of high performance training of physical education and sports sciences between their constituents, including students, faculty members, departments, and research institutes, and will endeavour to cooperate in the fields with which both institutions are concerned within spheres that are mutually agreed to the following general forms of cooperation:

- 1. Joint educational and research activities in the areas of physical education and sports.
- 2. Exchange of academic materials and academic publications in the areas of Physical Education and Sports.
- 3. Exchange of faculty members for Physical Education, Sports Management, Sports Physiotherapy, Sports Sciences, Adventure Activities, Yoga Education and Sports Coaching.
- 4. Exchange of students for joint research programme in the area of Physical Education and Sports Sciences, high performance training, Adventure Sports activities and Adventure Expeditions.
- 5. Technical collaboration in the area of development of physical education and sports, sports infrastructure, sports academy, adventure sports training, organization of joint expeditions of different adventure sports, organization of joint workshops on sports sciences, allied fields and enhancement of sports performance.
- 6. Mutual utilization of human performance labs, Sports Science lab and sports infrastructure to organize joint research, sports and adventure sports competitions.





- 7. Consultancy services provided by both Institutions for carrying of special events that are related to Physical Education, Sport Sciences, Wellness and Fitness programme.
- 8. Joint venture for sponsored research programme in the field of Physical Education, Sports Science, Yoga and Adventure Sports.

Themes of joint activity and the conditions for utilizing the result achieved and arrangements for all forms of cooperation including mutual utilization of infrastructural facilities for youth development through academic, research collaborations and adventure activities, joint expeditions and faculty exchange will be negotiated for each specific case. Both institutions understand that all financial arrangements will be negotiated and identified in an exchange agreement prior to the commencement of the associated activities.

It is understood that the implementation of this Memorandum of Understanding will commence on the day of signature, and will continue thereafter for five years, subject to revision or modification from time to time by mutual agreement. Representatives from both institutions will discuss the terms of a renewal at least six months prior to the natural termination of the current Memorandum of Understanding.

| Signed in_ | LNIPE | Gwalfir | Signed in LNIPE | Gwaler |
|------------|-------|----------|---------------------|-------------------|
| On the | 3 oth | day of A | pil2016 On the 30th | day of April 2016 |

JASON = 30/4/16

(Prof. Jatin Soni)
Vice-Chancellor
S. G. S. U.
Gandhinagar, Gujarat, India

Celebo 3014116

(Prof. Dilip Kumar Dureha) Vice Chancellor L. N. I. P. E., Gwalior, M.P.



MEMORANDUM OF UNDERSTANDING



BETWEEN SWAMI VIVEKANANDA YOGA ANUSANDHANA SAMSTHANA (S-VYASA) BENGULURU, INDIA

AND

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION (LNIPE), GWALIOR, INDIA

FOR MUTUAL EXCHANGE PROGRAME IN THE AREAS OF EDUCATION, RESEARCH & TRAINING.

This Memorandum of Understanding made on this June , 2017 between Lakshmibai National Institute of Physical Education, Gwalior (herein after called as LNIPE) and Swami Vivekananda Yoga Anusandhana Samsthana, Bengaluru (herein after referred to as S-VYASA) witnesseth as follows:

RECOGNISING the mutual interest in the fields of, education, research and training, and dissemination of knowledge on long terms non-commercial basis and

Hereby agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

The words "the two institutions" in the Memorandum of Understanding refer to the Lakshmibai National Institute of Physical Education, Gwalior and Swami Vivekananda Yoga Anusandhana Samsthana, Bengaluru.





Fields of Co-operation

- Both the institutes agree to cooperate in exchange of students with in the frame work of respective institutes.
- The duration of exchange will be for one academic semester. The course conducted and the credits earned will be taken in to consideration by both the institutes respectively under the exchange program.
- Waiving of Maximum of tuition fee for two students under exchange program be agreed by both the institutes with a view to promote maximum number of students.
- Both the institutions will make available their current catalogs, broachers and other related materials for promoting exchange program and for the benefit of the students.
- Under exchange program the institutes will provide all the information related to students including application form, consent form, hostel accommodation, tentative arrival dates etc at least 60 days in advance mutually.
- Both the institutes will maintain the confidentiality of the student's information under exchange program. In case required to provide such information, it will be provided with due consent from the respective institutes.
- The official transcripts of the students under exchange program will be made available to respective institutions within four weeks of completion of their term.
- Both the institutes agree to receive students every year and enroll them to appropriate courses of equivalent level.
- The students under exchange program will retain their lien with the institute of origin.
- Exchange of students will be as per academic calendar of the respective institutes





- Selection of Student for the exchange program will be the responsibility of concerned institutes.
- The students under exchange program are waives of tuition fee, other applicable charges such as hostel fee, Boarding charges as applicable to the respective institute is to be remitted periodically as per prevailing norms of the respective institute. In case of defaulters, the respective institutes reserve the right to withhold the transcription of such students and will be released subject to clearance of such dues.
- Keeping in view the growth of both the institutes in promoting education at all levels and the quality of the faculty deployed for this activity, the faculties from both the institutes be deployed as agreed mutually under faculty exchange program for exchange of knowledge. The facilities extended to the respective faculties by the respective institutes, will be extended to the faculty under faculty exchange program.
- in order to extend collaborative research activities for promoting Yoga and Physical Education, both the institute agree to exchange faculty / students for inter disciplinary research acidity and also collaborative research projects as per mutually agreed terms and condition. Both the institute will extend all such facilities extended under research program, All collaborative research which are under progress will continue till completion of the project / tenure of the project even consequent to termination of the MoU.
- It is the responsibility of both the institutes to institutes to ascertain required proficiency in English of such students indentified under exchange program.
- The grading of the performance of the students under exchange program will be as per prevailing norms adopted by the respective institutes.





GENERAL TERMS AND CONDITIONS OF THE MoU:

- A) This MoU will be initially valid for period of five years from the date of signing the MoU by both the institutes. The MoU can be terminated with 90 days notice either of the institutes Even after termination those students under exchange program shall continue and complete the tenure of the course period opted.
- B) This MoU will not construed either institutes to enter into any MoU's / Joint Ventures with any other third party.
- C) Both institutes shall nominate one of their faculty as Program Adviser to address any issue related to students under exchange program.
- D) The student/s enrolled under exchange program will have access to Library, sports, and any other provisions available for the students by both the institutions. Further, orientation will be organized for such students by the respective institution.
- E) Both institutions agree to collaborate and conduct research as either institutionally funded projects or funded by external funding agencies.
- E) Any liability including financial liability arising out under the exchange program shall be resolved with mutual discussion and as agreed there on by both the institutes.
- F) Any modification/addition required to this MoU will be done as agreed mutually, documented and signed, which will form annexure to this MoU.
- G) Any dispute arising out this MoU will be resolved subsequent to mutual agreed terms of reference.

In witness whereof, the authorizes signatories of the parties have executed this agreement on the dates indicated below:

for Swami Vivekananda Yoga Anusandhana Aamsthana

Bengaluru

Ramachandra & Bhat)

Vice Chancellor

for Lakshmibai National Institute of Physical Education, Gwalior

(Prof. Dilip Kumar Dureha)

Vice Chancellor

nal Institute

Vice Chancellor

MEMORANDUM OF UNDERSTANDING

between Wool Research Association, Thane, Maharashtra AND Lakshmibai National Institute of Physical Education (LNIPE), Shakti Nagar, Mela Road, Gwalior (M.P) for Collaboration on new frontiers in the physical education in India such as Importance of Sportswears, Sports Goods and Accessories in improving the performance of Indian Players

PREAMBLE:

This 29th day of April in the year Two Thousand and Seventeen, a Memorandum of Understanding (MOU) is entered into by and between the **Wool Research Association** (hereinafter referred to as 'WRA'), a society registered under the Societies Registration Act 1860 having its office at P.O. Sandoz Baug, Kolshet Road, Thane – 400607, Maharashtra on ONE PART and **Lakshmibai National Institute of Physical Education**, Government of India, Ministry of Youth Affairs and Sports, (Hereinafter Referred As 'LNIPE'), having its office at Shakti Nagar, Mela Road, Gwalior (M.P) – 474002, India on the OTHER PART; on the terms and conditions hereafter contained in this MOU. Hereinafter both WRA and LNIPE will be collectively referred to as 'Parties' and individually referred to as party;

WHEREAS WRA is a national level Wool Research Association linked to the Ministry of Textiles, Government of India and is committed to providing technological and scientific solutions to the woollen and allied sector in particular and textiles industry in general besides meeting the super-ordinate goals of scientific and technological advancements set by the industry leaders and policy makers in India. In this pursuit, the organization has imprinted its own standards to obtain the accreditation of the international status as a R&D institution apart from providing solutions to various technical and techno-economic problems faced by the industry in a very cost effective mechanism and with quick response time. WRA has also been recognized as Center of Excellence in Sportech by Ministry of Textiles, Government of India and has been given funds to create adequate facilities in this area.

Whereas LNIPE is national level physical education institute set up in 1957 and which is under administrative jurisdiction of the Ministry of Youth Affairs and Sports, Government of India and is engaged in preparing highly qualified leaders in the field of Physical Education and Sports besides serving as a Centre of Excellence and innovation in physical education by undertaking, promoting and disseminating research in this field. LNIPE, Gwalior also provides professional and academic leadership to other institutions in the field of physical education and has a motive to promote mass – participation in physical education and sports. It also encourages and produces scientific contemporary literature in the field of physical education and sports.

WHEREAS WRA and LNIPE jointly discussed areas of mutual interest and observed that the strengths of both organizations could be a collaboration which may open up new frontiers in the physical education in India such as importance of sportswears, sports goods and accessories in improving the performance of

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Indian players. Similarly, on the innovation front there are many possibilities where the two organizations can join hands and take collaborative projects especially in the interest of Indian players.

WHEREAS both the PARTIES are interested in establishing a sustainable cooperation and have collectively decided to enter into a Memorandum of Understanding (MOU) for jointly working on new frontiers in the physical education in India such as importance of sportswears, sports goods and accessories in improving the performance of Indian players.

Now in consideration of the mutual covenants hereinafter contained including laying down the mutual rights and obligations with respect to performance of any individual and/or joint efforts both the PARTIES hereby agree to this MOU which is as follows:

1.0 OBJECTIVE OF MOU:

The overall objective of this MOU is the collaboration between both the PARTIES on new frontiers in the physical education in India such as importance of sportswears, sports goods and accessories in improving the performance of Indian players.

Other than the specific collaborative work indicated above, both parties shall exchange data related to testing and field performance of developed sportswears, accessories and goods, discuss challenges, opportunities and focused problems related to sport garments, footwears and accessories, on the one hand, and knowledge/innovations which can be brought to bear to address such challenges. As and when new opportunities for collaboration arise, the parties agree to such collaboration and new Annexure to the MOU will be suitably drawn up on mutual agreement at later date.

2.0 METHODOLOGY AND SCOPE OF WORK:

Both WRA and LNIPE will jointly work on evaluation of various existing as well as newly developed sportswears, goods, accessories required in different sports and test them to evaluate their performance and generate statistical data.

- 2.1 The Parties shall perform within the framework of this cooperation any development and /or performance evaluation activities according to the defined plan of work on case to case basis.
- 2.2 The Parties shall inform each other regularly and exhaustively about planned and completed work and about the results generated under this Agreement.
- 2.3 Each Party shall appoint a responsible liaison officer in order to make cooperation effective. The activity under this MOU shall be coordinated by Mr. Girish Kherdekar, Assistant Director from WRA side and Prof G. D. Ghai from LNIPE side.

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3.0 ORGANISATION'S RESPONSIBILITIES

Responsibility of WRA:

- 1. WRA will develop various sportswear's/ sports goods/ sports accessories
- 2. Establish theoretical data bank on Manikin available in WRA in different conditions.
- 3. Establish correlation and correlating performance results
- 4. Organize joint seminars, exhibitions, etc. related to above mentioned subjects.

Responsibility of LNIPE:

- Performance evaluation of various sportswear's/ sports goods/ sports accessories developed by WRA
- Understanding sportsman's requirements and challenges they face and convey its findings to WRA

4.0 GENERAL TERMS:

The areas of interest as indicated under the scope of this MOU shall be governed by combined work on case to case basis as mutually entered by and between the PARTIES. The general terms of this MOU are as below:

4.1 VALIDITY:

This MOU shall be valid for a period of 5 years from the date of execution, however, if found necessary by the PARTIES, the tenure of this MOU can be extended upon mutual agreement in writing.

4.2 FINANCIAL COMMITMENT:

This MOU does not involve any financial commitment on the part of LNIPE. The entire expenditure on various activities and research works under this MoU including organizing seminars, exhibitions etc. would be borne either by WRA or by sponsoring organization. All trial or testing material including uniform, sports goods, sportwears etc. will be provided free of cost by WRA or sponsoring organization. from either party at the onset of signing this MOU. However, on realization of the collaborative work the financial obligations which may arise will be jointly discussed by PARTIES and appropriately addressed by parties jointly or in unison as the case may be.

4.3 INVENTIONS:

4.3.1 Inventions/Developments/Findings, which are independent and without any contribution by the other Party and/or not based on information or inputs provided by the other Party, shall become the property of the Party generating them. Each Party shall inform the other Party about

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inventions /developments/findings made within the framework of this cooperation within four months after filing an application for IPR.

- 4.3.2 Inventions/Developments/Findings made jointly by the staff of both Parties shall become joint property and both Parties shall have the shares in equal ratio in such joint inventions/developments/findings, irrespective of share of contribution of either Party. The Parties shall consult each other regarding filing applications of IPR for (inclusive of the responsibility in each individual case), maintenance, defence, payment of costs and exploitation of joint inventions/developments/findings; the details shall be amicably agreed upon in a separate agreement between the Parties in each individual case.
- 4.3.3 If one Party refrains from filing an application and/or maintaining a share in an intellectual property right to which it is entitled accordingly to Article 4.3.2, it will offer to the other Party its share in it or the respective application for assignment to the other Party at the costs of the latter, a separate agreement shall be made regarding the details of assignment in the respective case.
- 4.3.4 Each Party shall pay for itself the employee-inventor compensation due to its staff members, except for the case in Article 4.3.3, when the offered right is taken.
- 4.3.5 Each Party acknowledges that actions of use of information and of objects received from the other Party shall not constitute a right of prior use.

4.4 INTELLECTUAL PROPERTY:

It is anticipated that collaborative work under this agreement may result in the creation of intellectual property. Intellectual property as defined hereunder includes, but is not limited to inventions and ideas, whether patentable or not, copyrightable subject matter, data bases, data compilations and collections, technical data and information, process technology, methodologies, plans, scaling up etc. Background intellectual property is the intellectual property held by either PARTY prior to this MOU in their respective fields. Such background intellectual property will remain with the respective PARTY holding the intellectual property. Any new intellectual property so generated from the efforts under this MOU will vest with both institutions and the cost towards such IP shall be jointly borne by both the PARTIES. Research papers in form of journal publications shall be jointly authored for any and all activities conducted jointly under this MOU.

4.5 RIGHTS OF USE:

- 4.5.1 The results of work shall become the property of the Party generating them.
- 4.5.2 Each Party shall grant to the other Party for the purposes and term to this Agreement a non-transferable, non-exclusive right of use without charge for the results of work generated under this

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MOU, inclusive of any inventions made and/or industrial property rights applied for and/or granted (hereinafter referred to as "the Results".

- 4.5.3 For the purposes outside of and after this MOU, each Party shall grant to the other Party upon prior written agreement on license basis including agreement on royalties between the Parties such rights of use for its Results and Background-Knowledge which are necessary for the other Party to make use of their own Results according to the Proposal for the Project provided that the respective Party is able to dispose of the Results and Background Knowledge.
- 4.5.4 Any further utilization or use of industrial property rights, shares in industrial property rights, applications for industrial property rights, inventions or know-how of another Party shall be subject to a separate prior written agreement on license basis including agreement on royalties between the Parties. Irrespective of the foregoing provisions in the Articles 4.5.2 and 4.5.3 shall each Party be entitled to a non-transferable, non-exclusive right to use, free of charge, in connection with its own non-commercial inventions/ developments/ findings regarding the non-protectable Results of the other Party.

4.6 SECRECY & NON-DISCLOSURE:

Both the PARTIES hereby undertake to agree that the background intellectual property of other PARTY shall be held confidential and will not be revealed to any third party without prior written permission from the other PARTY. The secrecy and non-disclosure also applies to both the parties for the information and intellectual property generated out of the scope of this MOU. Any such disclosure shall be made only with prior written consent from the other PARTY. The secrecy and non-disclosure clause for background intellectual property shall survive the pendency of this MOU.

- 4.6.1 The obligation of confidentiality according to Article 4.6 above shall not apply to such information and objects for which it can be proved that the information
 - belongs to the public domain at the time of disclosure;
 - falls into the public domain without breach of Article 4.6;
 - has been or is being developed by those employees of the receiving Party who had no access to the disclosed information;
 - had already been known to the receiving Party prior to the disclosure by the disclosing Party;
 or
 - is disclosed to the receiving Party by the third party without the obligation of confidentiality

4.7 GUARANTEE, LIABILITY

4.7.1 The Parties shall properly perform, to the best of their knowledge and taking into account the current state of the art, all work assumed by them under this MOU. Neither of the Parties gives

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any warranties concerning the accuracy and completeness of information disclosed and of objects transferred or concerning the non-existence of rights of third parties.

4.7.2 The Parties shall mutually waive any claims for themselves and their staff members in respect of any damage resulting from the implementation of this MOU excepting in case of intention or gross negligence. The respective liability for their interactions with their parties shall not be affected by this waiver.

4.8. PERSONNEL ASSIGNMENT

The following principles shall apply in case of personnel or one Party performing any of the Work Program at the premises of another Party ("assignment").

- The Parties shall reach prior agreement in each individual case regarding the staff member to be assigned and the purpose and duration of assignment.
- The employee relationship and conditions of employment of the assignee shall not be affected by the assignment. The remuneration inclusive of all fringe benefits (eg. social security contributions, accident insurance contributions) shall be paid by the assigning Party during the period of assignment.
- The assignee shall conform to the in-house regulations and the safety and security rules inclusive
 of the respective general and specific instructions of the Party to which he has been assigned.

4.9 TERMINATION

Termination of this agreement shall be applicable on either of the following grounds:

- a) On completion of tenure of this agreement:
- b) By mutual consent and agreement between the PARTIES;
- c) By breach of the contractual obligations under this MOU after issue of 30 days' notice.

4.10 AMMENDMENT OF THIS MOU:

This MOU may be modified or revised only by mutual agreement in writing. Any new additions to this MOU may be considered as an annexure to this MOU.

4.11 SETTLEMENT OF DISPUTES

Any disputes arising out of this agreement shall be primarily endeavored to be settled amicably through discussions between the Director – WRA and Vice Chancellor - LNIPE. In the event disputes cannot be resolved through amicable discussions, the same shall be resolved through Arbitration comprising of a sole arbitrator which shall be mutually appointed by the parties. The Arbitration proceedings shall be conducted

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and governed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time as also the applicable ordinances from time to time. All the arbitrations in any case, shall be subject to Mumbai jurisdiction.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in the English languages in duplicate by the proper officials as of the date hereof.

For and on behalf of WRA

Director

Wool Research Association

Date: 29 April 2017

Place: Gw

SEAL:

Witness:

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For and on behalf of LNIPE

(PROF. DILIP KUMAR DUREHA)

Vice Chancellor

Lakshmibai National Institute of

Physical Education

Date: 29 April 2017

Place: Gwalior (M.P)

Institute Gwalior SEAL:

(Prob. VINEK PAMDE W. Conduit 2. V.K. SPINATTANA) (Prop. V.K. SPINATTANA)



मध्य प्रदेश MADHYA PRADESH

BW 178157

MEMORANDUM OF UNDERSTANDING

Between

PANJA SPORTS PRIVATE LIMITED

Mumbai, Maharashtra

&

THE LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION (LNIPE)

Gwalior, Madhya Pradesh

POI PANJA SPORTS PUT, LTD.

Authorised Signatory

Vice Chancellor
Lakshmibal National Institute of
Physical Education, Gwallor

Laxmi Bai Hational Institute at



अनुक्रमाक 4822 दिनाक 41/2/21 स्टाम्प कीमत (००)-() स्टाम्प का भट Star atm USHA TOMAR

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Preamble

This Memorandum of Understanding (MoU) is made on this Day.....July 2022 between:

Panja Sports Private Limited

&

Lakshmibai National Institute of Physical Education (LNIPE)

And from the date of signing of this MoU will extend for a period of 2 years.

Panja Sports Private Limited providing an array of production services and aim to bring out top-notch feature and short films that pleases the mind of the individual and proves the company to be the backbone of the entertainment industry.

&

1. Lakshmibai National Institute of Physical Education (LNIPE), Gwalior was established by the Ministry of Education & Culture, Government of India as Lakshmibai College of Physical Education (LCPE) in August 1957. The Institute is the only "Deemed to be University" in the field of Physical Education in India and enjoys a unique place of its kind in South East Asia.

Herewith is referred as SECOND PARTY.

- 2. This MoU will provide a frame work for the rules of cooperation set down between both PARTIES, within which, all collaborative activities of the project will be undertaken.
- 3. The Project" here in adhere after is referred for the actual assignment of empowering the youth in "Pro Panja League" is a professional arm Wrestling Tournament India and was founded by Panja Sports in 2020.

POT PANJA SPORTS PVT. LTD.

Authorised Signatory

Vice Chancellor

Lakshmibai National Institute of
Physical Education, Gwallor

PURPOSE

4. The purpose of this MoU is to define the operational and financial framework governing cooperation between the PARTIES in that this MoU aims at promoting joint initiative by Panja Sports Pvt. Ltd & LNIPE to create platform for networking, training and exposure to the students of LNIPE Gwalior and providing facilities and infrastructure for the success of the Pro Panja League.

Party Relationship:

- 5. The parties while engaged in any activities pursuant to this agreement, shall not been powered to incur any liability what so ever on behalf of the other party. The following, therefore, may kindly be noted.
 - (a) As a rule, either party shall not enter into financial commitments that reach beyond such limits for this cooperation. Hence financial aspects shall always be regulated on a case-to-case basis.
 - (b) As this MoU is on non-exclusive basis limited to organizing Pro Panja League neither party shall be barred from entering into similar agreements with any third party subject to the observance of the obligations of confidentially set out in this MoU.
 - (c) This is a dynamic document, subject to updating, changes or revision as required with mutual consent after due consultations. Addition and alternation to this MoU can also be made through supplementary Annexure is used with mutual consent.

Specific Areas of Collaboration

- 6. The framework of cooperation between Parties, Panja Sports Pvt. Ltd and LNIPE will include the following priority areas:
 - (a) LNIPE will provide the details of volunteers and training venues in order to schedule & execute Pro- Panja League Event. The Panja Sports Pvt. Ltd will provide training and assignments to the students of LNIPE for the success of the event.
 - (b) LNIPE Gwalior will provide Multipurpose hall ,International Guest House, Boys Hostel rooms, Girls hostel rooms for the said dates a per the availability of the facilities as required by the Panja Sports.

For PANJASTORTS EVT. LTD.

Lakshmibai National Institute of Physical Education, Gwalior

- (c) Panja Sports Pvt. Ltd will name LNIPE as Venue partner for Pro-Panja League event.
- (d) The terms and conditions for booking the facilities as agreed by both parties as laid down in the **Annexure A** of this MoU.

Terms and Conditions

7. The PARTIES will endeavor to cooperate as follows:

- (a) Provision of Infrastructure with technical support for organizing the Pro-Panja League
- (b) Panja Sports Pvt. Ltd will Use the Logo of LNIPE Gwalior on their banners and posters for the promotion of the event
- (c) Panja Sports Pvt. Ltd will use the facilities provided by the LNIPE Gwalior for the organizing the event Pro- Panja League

Limits to the Agreement

8. The PARTIES here by acknowledge their agreement in principle to the above mentioned framework and areas of cooperation. This MoU does not constitute any formal obligation on behalf of either LNIPE or Panja Sports Private Limited to provide support for any other project, activity or product engaged in individually.

Time Frame and Financial Conditions

This MoU will run for July 2022 from the date of signature. It is understood that the cost estimates for each component of the project will be approved by both PARTIES following due consideration of prevailing conditions and taking into account the escalation factor to be added to the cost of a project after mutual consultations between PARTIES prior to implementation of activities as elaborated and formalized through agreements such as this MoU duly signed and delivered to include related proposals.

The Financial conditions would be defined by both parties according to their statues, ordinances, Law and/or Regulations.

Vice Chancellor

Lakshmibal National Institute of Physical Education, Gwalior

Exclusive Rights

9. The PARTIES shall make every effort to amicably settle all differences, disputes, controversies or claims arising out of, or in conjunction with this MoU or the interpretation there of. Any dispute, controversy or claim arising out of, or relating to this MoU, or the breach, termination or invalidity thereof which cannot be settled amicably with in sixty (60) days shall be settled by arbitration in accordance with the Indian laws at Mumbai, Maharashtra. The PARTIES here to agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute or claim.

Implementation

Overall responsibility for the implementation of this MoU rests with the 10. respective managements of Panja Sports Pvt. Ltd. and LNIPE as represented by the heads of both institutions, being signatories to this document in those capacities. Additionally, fore as of coordination while undertaking activities under this MoU, the concerned officers are

DOR

PANJA SPORTS: Preeti Jhangiani

Director, PANJA SPORTS PVT. LTD.

11, Chaman Bldg.

Dr, Khar - Danda Rd, Pali Hill,

Mumbai, Maharashtra 400052

Email: preeti@swenett.com

Mob: 9833933431

For LNIPE: Prof. Vivek Pandey Officiating I/c, Vice Chancellor

Physical Education, Gwalior Lakshmibai National Institute of Physical Education

Lakshmibai National Institute of

Shakti Nagar, Mela Road, Gwalior - 474002

Ph.No.: 0751-4000900 E-mail: vc@lnipe.edu.in

Review

11. The PARTIES agree to conduct regular joint reviews of the progress on the collaboration and collaborative activities under this MoU. The PARTIES shall, from time to time, at the request of any of the constituent members of the PARTY, hold discussion through their representatives with regard to the progress on any activity or selected activity under this MoU.

Termination

After consultations have taken place between the PARTIES, either PARTY may give the other written notice of termination of this MoU. Termination shall take effect ninety (90) days after receipt of the notice. Such terminations shall neither affect the implementation activities for which a specific agreement was signed nor jeopardize their orderly conclusion.

Final Provisions and Signatures

This MoU shall come into full force upon signature by both PARTIES on the respective dates set forth below.

In witness where of, the PARTIES here to execute this MoU.

Por PANJA SPERTS PVT. LTD.

Authorized Signatory

Vice Chancellor
Lakshmibal National Institute of
Physical Education, Gwallor

MOU signed on : at LNIPE, Mela Road, Shakti Nagar, Gwalior-474002

Po R Authorised Signatory Signature:

PANJA SPORTS: Preeti Jhangiani Director, Panja Sports Pvt.. Ltd.

11, Chaman Bldg,

Dr, Khar - Danda Rd, Pali Hill, Mumbai, Maharashtra 400052

Email: preeti@swenett.com

Mob: 9833933431

LNIPE: Prof. Vivek Pandey
Officiating, Vice Chancello
Lakshmibai Natio

Physical Education

Shakti Nagar, Mela Road,

Gwalior - 474002

Ph.No.: 0751-4000900 E-mail: vc@lnipe.edu.in

Witness

For PANJA SPORTS PVT. LTD.

Authorised Signatory

NIMISHA PAUL HEAD - OPERATIONS Witness

Dr. Ashish Phulkar HOD, Dept. of Sports Management & Coaching,

LNIPE, Gwalior

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR DEPARTMENT OF SPORTS MANAGEMENT & COACHING

Report of Pro Panja Leagues

(24th to 26th July, 2022)

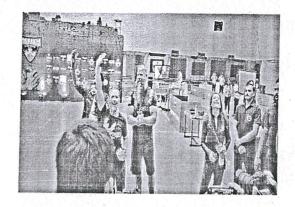
Lakshmibai National Institute of Physical Education, Gwalior signed MOU with Panja Sports Private Limited on 13.07.2022.

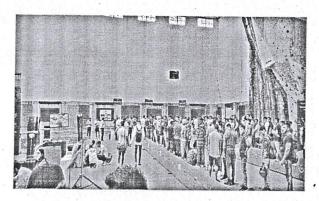
LNIPE, Gwalior was venue partner for Arm Wrestling Championship which was organized at LNIPE, Gwalior from 24th to 26th July, 2022. The event was organized on a grand scale almost 500 athletes from all over India participated in the mega event which was organized by SWEN Entertainment, Mumbai was witnessed by thousand of people from Gwalior.

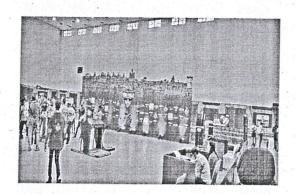
Mr. Praveen Dabas and Mrs. Preeti Jhangiani (Founder of Panja League), Prof. Vivek Pandey, Officiating Vice Chancellor and Mr. Michael Tod (Arm Wrestling World Champion were present for the event)

The students of M.P.Ed. IInd Sem., MASM IVth Sem. and MASM IInd Sem. volunteered for the successful organization of the event.

Photo Gallery









हिन्दुस्तान एवसप्रेस

प्रो-पंजा लीग ने दुनिया में बढ़ाया ग्वालियर का मान

- अमेरिका के माइकल टॉड भारतीय पंजा पहलवानों के हुए कायल - आगामी लीग में विश्व स्तर के पहलवान दिखाएंगे अपना दम

Pro Punja League arm wrestling competition inaugurated



🗷 इंडिया शाम तिक

प्रो पंजा फाइनिलस्ट ग्वालियर फोर्ट में रोमांचक भिड़ंत को तैयार और ग



(Dr. Ashish Phulkar) HOD, DSM&C

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| आई डी. पूफ | | |

हस्ताक्षर खरीददार

हस्ताक्षर मुद्रांक विक्रेता
प्रकाश चन्द्र चौधरी
स्टाम्प वेण्डर लाइसेंस नं. 57, 08
रेती स्टेण्ड (उदयपुर)

| 그 그 사람들이 얼마를 하는데 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 |
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| राजस्थान स्टाम्प अधिनियम्, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित भार |
| 1. आधारभूत अवसरबना सुविधाओं हेत् (धारा 3-क) 10% रूपये |
| 2. गाय और उसकी नस्ल के संरक्षण हेतु (धारा 3-क) 20% रूपये |
| कुल योग : |
| हस्ताक्षर स्टाम्प वेण्डर प्रकाश चन्द्र चौधरी |
| ला.प. 57/08 रेती स्टेण्ड, उदयपुर |

Bhupal Noble's University, Udaipur and Laxmibai National Institute of Physical Education, Gwalior (M.P.) are herein after jointly referred to as parties and individually as First Party and Second Party respectively.

The parties having discussed the multi faculty fields of education, common research interests and allied activities between the two institutions have decided to enter into long term collaboration for mutual benefits.

WHEREAS:

- A. Both the parties believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- B. The parties intend to cooperate and focus their efforts in the fields of Physical Education, areas courses and research skill based training extension and consultancy.
- C. Both parties being legal entitles in themselves desire to sign this MOU for advancing their mutual interests.

AREAS OF COOPERATION:

All over the globe, Universities are experiencing the pressure to combat the challenges of affordability, employability, qualitative and innovative research In academics. Similarly both the parties Intend to work jointly for mutual gains through such as:

- 1. Exchange of Information: The parties support the widest possible dissemination of Information. Each party in joint project shall be given right to use, disclose, publish or disseminate such information.
- 2. **Joint Research work**: To undertake Both the parties agree to facilitate and coordinate student research work and permit the faculty to be a member/co advisor of advisory committees for teaching guiding students of both the Universities. The major advisors will be from the respective Universities only.
 - (a) Both the Universities agree to recognize research supervisors of both in mutually agreed disciplines.
 - (b) Both the parties agree for Joint researches and publications in areas of physical education and sports.
- 3. **Resource Sharing:** Both the parties agree to share the common resources such as instrumentation centre, Physical education Laboratories, Libraries, hostels and infrastructural resources for the researchers and faculties in faculty of physical education.
- 4. **Joint Faculty Development Programs:** Both the parties intend to organize collaborative faculty development programs.
- 5. Joint Skill Development Programs: Both the parties intend to organize employable skill development programs with the help of industries for the mutual benefits of students and community at large.
- 6. Both parties agree to organize joint Conferences, Seminars, Workshops, Conventions, placement drives and Students cultural festivals.
- 7. Both parties intend to sign Joint Memorandum of Agreements with industry as per requirements of various departments from First Party as well as Second Party.
- 8. Both parties agree for Joint Publication and dissemination of outcome of collaborative projects and research.

(Signature of Wist Party)

(Signature of Second Party)

IMPLEMENTATION

The President (Vice Chancellor) of Bhupal Nobles University, Udaipur (First Party) and The Vice Chancellor of Laxmibai National Institute of Physical Education, Gwalior (M.P.) (Second Party) shall be responsible to work out operational framework and ensure effective implementation of The MOU.

The Registrar on behalf of The President of the First Party and the Registrar on behalf of the Vice Chancellor of the Second Party shall be the Executive Heads for the effective Implementation of the

However, the Deans of the respective faculties of both parties shall execute all the mutually agreed operational decisions.

COMMENCEMENT AND VALIDITY

The MOU shall remain enforced for a period of FIVE years from the date it is signed by the concerned signatories of both the parties. It may further be extended or amended with the written agreement of both the parties. The MOU may be terminated by the either party subject to the delivery of six month advance notice, in writing in case of both the parties agree to terminate MOU.

TERMS AND CONDITIONS AND OPERATIONAL FRAMEWORK

It is understood that the First Party and the Second Party subscribe the principals of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the parties shall abide by these principles in the administration of this MOU.

Both the parties agree for Biannual Review meeting to ensure effective implementation of the above foresaid activities and necessary improvements.

Unforeseen issues, not covered by the MOU will be discussed by both the parties for mutually agreeable solution.

This MOU has been executed two originals, one of which has been retained by the First Party and the other by the Second Party.

N.BC Name and Signature (First Party) Honorable President (Vice Chancellor) Bhupal Noble Vio EsiBHANCELLOR

Udaipur

Place

Bhupal Nobles' University Udaipur, Rajasthan-313001

Date

2.

Name and Signature (Second Party)

Honorable Vice Chancellor

Laxmibai National Institute of Physical

Education, Gwalior (M.P.)

Witness of Second Party

Place

Date

Witness of First Party

1. Name

Date

Name

Place

Date

Place

PARBAT SINGH

REGISTRAR Bhupal Nobles' University Udaipur (Raj.)

1. Name

Place

Date

Name Place

Date

B.S. CHONHAM)

FACULTY OF EDUCATION BHUPAL NOBLES UNIVERSITY UDAIPUR (RAJ.)