

## <Type/ nature>Agreement

This Agreement (“**Agreement**”) is made on this \_\_\_ day of \_\_\_\_\_ 2021 and effective from <insert effective date> (“**Effective Date**”) between the following parties:

**Sports Authority of India**, a society existing and registered under the Societies Registration Act, 1860, a field arm of Ministry of Youth Affairs and Sports (Government of India), and having its registered office at East Gate Jawaharlal Nehru Stadium Complex, Lodhi Road, New Delhi 110003, India (hereinafter referred to as “**SAI**” or “**First Party**”);

AND

<name of the entity/ organization>, a <nature of the organization> under <enactment> having its registered office at <address>(hereinafter referred to as “<abbreviation>” or “**Second Party**”).

**SAI and** <second party name> may hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”

### Recitals:-

- A. Sports Authority of India, a society existing and registered under the Societies Registration Act, 1860 established under Government of India, Ministry of Youth Affairs & Sports, New Delhi for the primary purpose of broad basing sports in the country and bringing excellence in sports by providing all logistical support for the training of National Teams participating in International Sports Events and Planning, organizing and delivering sports education. SAI promotes sports across the country through its regional centers and other field units. SAI supports and nurtures talent in young athletes and provides them requisite logistic, coaching and sports science support through its various Sports Promotional Schemes.
- B. <Insert recitals/background relevant to the proposed SAI Centre>.
- C. <Details of the 2<sup>nd</sup> party followed by objective of the 2<sup>nd</sup> party with respect to the proposed partnership/ association>.

Sports Authority of India, <proposed SAI Centre name is to be inserted> wishes to achieve its Objectives namely, to provide skill development and resources necessary for competition at the highest level, to provide athletes with an avenue to pursue State and National representation in the sport of <insert sports name>, to provide athletes with education and experience through the association with the combined knowledge of coaches in the

discipline of <insert sports name>, to provide a team environment and foster team spirit at State and National Championships and International Competitions, to provide selection opportunities for inclusion into National & International <insert sports name> teams through its strategy of talent scouting at micro level and nurturing talent towards excellence on the basis of continued training with sports science personnel and modern sports equipment, monitor and enhance performance through periodic scientific evaluation system and creation of a sea bed of talent pool for Indian National team and endeavor towards excellence in this particular field of Sport.

NOW, THEREFORE, in consideration with the mutual understanding contained herein and the mutual benefits to be derived through this Agreement, the Parties hereby agree as here under: -

## **Operative Part**

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### **1. Definitions**

In this Agreement:

“SAI” means Sports Authority of India.

“SAI- Centre’s Name” means Sports Authority of India’s - (Centres details).

<Insert second party name abbreviation>

“Programme” means <define the programme/project identified for this agreement>

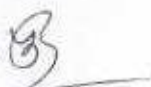
“TDM” Talent Development and Management. <Retain if relevant>

“Objective” means the objectives as laid down in this agreement.

“Talent Group” means SAI trainees admitted through National Talent Identification / National Selections conducted across the country.

“Obligations” means obligations of the parties as defined under this Agreement.

“Talent Nurturing” means all kinds of support provided to the SAI Athletes.



**“Policies & Procedure”** means all SAI standards, codes of practice, operating principles, policies & procedure including but not limited to security and access requirements and other Government of India rules and regulations applicable on such Programmes, as amended from time to time.

**“SAI Representative”** means the person identified in Annexure A or such other person as is notified to second party from time to time by SAI.

**“<Second Party Representative>”** means the person identified in Annexure A or such other person as is notified to SAI from time to time by second party .

**“SAI Logos”** means any words, phrases, symbols, designs, logos, insignia, visual representations, trademarks, trade names of SAI.

**“<Second Party Logo>”** means any words, phrases, symbols, designs, logos, insignia, visual representations, trademarks, trade names of the Second Party .

**“MYAS”** means, Ministry of Youth Affairs and Sports.

**“Laws”** means the requirements of all Statutes, Rules, Regulations, Proclamations, Ordinances, by-laws present of future passed by the Government of India including without limitation, SAI Rules & Regulations, as amended from time to time.

**“Term”** means the term of this Agreement specified in Clause 3.

**“Consultation”** means consultation on any particular item of the Programme by one Party through its appropriate authority or its nominee with the appropriate authority and its nominee of the other Party and their consent in writing.

< any other definitions necessary for the agreement may be inserted >

## 2. Interpretation

In this Agreement, headings and highlighting are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include any gender;
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;



- (d) An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency;
- (e) A reference to a clause, party annexure, exhibit or schedule is a reference to a clause of, and a party annexure, exhibit and schedule to this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
- (f) A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulation, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another government agency with legal power to do so, and a reference to a statute includes all regulations, proclamation, ordinances and by-laws issued under that statute;
- (g) A reference to a document includes all amendments or supplements to, or replacements or notations of that document;
- (h) A reference to a party is to a party to this Agreement, and a reference to a party to a document includes the parties' executors, Administrators, Successors and permitted assigns and substitutes.
- (i) A reference to an agreement other than this Agreement includes an undertaking, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (j) No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (k) A reference to party includes its directors, officers, employees, agents, contractors and volunteers;
- (l) A reference to Rs or Rupees shall mean India Rupees; and
- (m) Unless otherwise stated, where the consent of SAI is required, SAI can grant or withhold its consent in its absolute discretion and without affording any reason for the same.

### 3. Term

This Agreement commences on the Effective Date and will remain valid for a period of <proposed period to be inserted> years, subject to the terms and conditions of this Agreement. The term of this Agreement may further be extended after reviewing the performance of the obligations of the Second Party for <proposed period to be inserted> more years by SAI. Such extension shall be by way of a fresh agreement on mutually agreed terms and conditions between the parties.<Extension clause may be retained/modified based on agreement between the parties>

### 4. Purpose



The purpose of this Agreement is collaboration of the Parties for achieving the objective of promoting <Discipline name to be inserted> in India in association with SAI Centre through mutually agreed programme(s) wherein both the Parties have agreed to strive to achieve the performance matrix/ markers which are further provided in Annexure B of this Agreement.

## 5. Programme & Parties Obligations:

In order to achieve the Purpose of this Agreement:

1. SAI shall perform its Obligations as mentioned in Annexure C.
2. <Second Party> shall perform its Obligations as mentioned in Annexure D.

Any changes in the obligations of either Party listed in Annexure C and/or D (as the case may be) may be undertaken as per the decisions taken by the Steering Committee formed for the purpose of this Agreement during the Term.

3. Parties shall conduct the following programmes ("Programme") and any other programme (s) as may be decided mutually by both the Parties in accordance with the spirit of this Agreement,
  - a) Talent Identification will be done by the Talent Identification and Development Committee of SAI or as per SAI Norms <to be retained or modified as per the proposed partnership/ collaboration, if applicable>
  - b) Development and Management consists of the following major components:
    - i. Infrastructure & Support;
    - ii. Coaching and Sports Science Staff.
    - iii. Training programme;
    - iv. Advanced foreign training and competitions; and
    - v. Talent Nurturing at SAI- Centre; <to be retained or modified as per the proposed partnership/ collaboration>

## 6. Operation and Management: SAI Centre is governed by the Executive Board ("EB"). The roles and responsibility of the EB is as per the approval of the governing body, of SAI.

- a) **The Second Party has joined hands with SAI for this Programme.** In order to monitor this Programme, a steering committee is being created. The composition of the **Steering Committee** will be as follows:



1. Director General, SAI: Chairman
2. <Representative of Second Party>: Co Chairman
3. ED/RD (OPS): Member (SAI)
4. Head of Programme: Member
5. Nominee, <Second Party>: Member
6. SDO/ AD, <Sport/ Centre>, SAI: Member
7. CEO/In- Charge/ Administrator of SAI Centre: Member Secretary
8. International athlete & Arjun Awardee in <particular disciplines >/eminent coach< Particular discipline): Member (to be nominated by Second Party)

<Constitution of the committee may be modified as agreed between the parties>

The steering committee headed by DG, SAI will meet at least once in six months to monitor and review the progress of athletes of SAI Centre and decide spends from the Second Party funds for next 6 months. In case if it is required, the steering committee may re-prioritize the goal and objectives to ensure achievement of key result indicators.

**b) Selection committee:** Selection/ Weeding out will be done by the Talent Identification and Development Committee (TIDC) of SAI/ As per SAI Norms for the particular discipline, of which the Head Coach of this programme shall be the member.  
<to be retained or modified as per the proposed partnership/ collaboration>

7. **Consideration:** In consideration of the collaboration between both the Parties for achieving the Purpose, Second Party shall spend,

Period	Sum in INR Lakhs
Year	
Year	

- The amount mentioned above as Second Party spend is the amount committed by Second Party and Second Party may incur any additional spend, as approved by the Steering Committee, for any financial year/s within the term of this Agreement.
- The unspent and committed amount for the existing contract, if any, will be carried forward to the new contract period.
- The unspent balance amount each year shall be carried forward to the next year.

- There will be no spending on media and marketing from the agreed funds.
- Second Party shall obtain a certificate from a chartered accountant of the spends for each year which certificate shall confirm that the spends are in line with the budget and spending mechanism approved in the minutes of the Steering Committee meetings and in line with the clauses/terms of this Agreement and such certificate/s shall be submitted to the Steering Committee. <Terms of contribution to modified as per the proposed partnership/ collaboration>

**8. Branding:** Second Party is entering into collaboration with <SAICentre> solely for its Programme “<Insert name of the programme /project>”, and this Programme shall be called “<Insert collaborative name>”

- a) SAI shall reserve the right to advertise and promote the Programme in audio, print, broadcast (Television and Radio), electronic and digital media. SAI shall give due mention of the Second Party in all such advertisement and promotion.
- b) SAI shall have the right to organize press conferences /issue press releases and give media interviews/briefings pertaining to the Programme and its athletes. SAI shall give due mention of the Second Party in all such advertisement and promotion.
- c) SAI shall have no objection if the Second Party advertises and promotes the Programme at their own cost via various media and if the Second Party organizes press conferences /issue press releases/briefings and activities the Second Party shall give due mention of SAI. The Second Party shall share in advance all the proposed media releases and upon due approval by SAI shall release the same. However, SAI shall not unnecessarily withhold any such approval and in case of any objection by SAI, the Second Party shall suitably modify the contents thereof.
- d) The presence of the Second Party as a partner for <insert programme name / scheme> shall be duly displayed at <Centre name / facility>. <to be retained/ modified as per the agreement between the parties>
- e) Composite logo of SAI and the Second Party is annexed in Annexure-E and may be modified by the mutual consent of both Parties. <to be retained/ modified as per the agreement between the parties>

## 9. Compliance of all Laws, Policies & Directions

Second Party undertakes that in exercising its rights and meeting its obligations under this Agreement it will:



- (a) Observe and comply with all Laws in force for the time being in India and agrees to indemnify and hold SAI harmless during the term of this Agreement and even after expiry thereof in respect of any breach of such Laws arising during the performance of this Agreement;
- (b) Ensure that its procedures are not contrary to the policies and procedures of SAI.

## 10. General warranties

Each Party represents and warrants to the other on a continuing basis that:

- (a) It has full power to enter into and give effect to this Agreement and to complete the transactions contemplated by this Agreement.
- (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- (c) On execution of this Agreement, its obligations will be valid, binding and enforceable.

## 11. Force Majeure

11.1 A Party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if:

- (a) Such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from or is beyond such Party's reasonable control, including but not limited to, Acts of God, epidemics, pandemics, fire, explosion, war, insurrection, civil strife, riots and Government Action, Order etc. which materially affects a Party's ability to perform its obligations under this Agreement
- (b) That Party shall use all reasonable endeavors to minimize the Force Majeure impact on its ability to so perform.

11.2. A Party seeking to rely on the provisions of this Clause may do so only if notice in writing identifying the event relied upon and the date of its occurrence is given to the other Party within a reasonable time but not exceeding 30 days of the occurrence of the event.

## 12. Priority

In the event of any inconsistency, this Agreement must be interpreted in accordance with the following order of priority;

- (a) The terms and conditions set out in the body of this Agreement: then
- (b) The Schedules





(c) Any other documents or information incorporated by reference (in writing) into this Agreement

### 13. Notices

All notices (other than routine correspondence) given under this Agreement shall be in writing and shall be deemed delivered when delivered in person or after 10 (ten) days after the date postmarked if sent by registered or certified mail or courier, return receipt requested, postage prepaid, addressed as follows:

If to Second Party:

<insert address as provided by the second party for this purpose>

Addressed to:

If to SAI:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Addressed to:

Name:

Title:

### 14. Miscellaneous

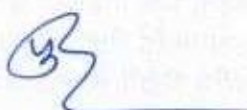
#### 14.1 Approvals and consents

Except as otherwise set out in this Agreement, SAI may give or withhold an approval or consents to be given under this Agreement in its absolute discretion and subject to any conditions determined by it. SAI is not obliged to give its reasons for giving or holding consent or for giving any consent in any manner whatsoever.

#### 14.2 Entire Agreement

This Agreement contains all the understandings, the Parties have agreed in relation to the matters it deals with. No Party can rely upon an earlier agreement, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted under law.

#### 14.3 Further acts



The Parties agree to act in good faith with respect to their dealings with each other and to promptly execute all documents and do all such things that other Party from time to time reasonable request to effect, perfect or complete this Agreement and all transactions incidental to it.

#### **14.4 Governing law and jurisdiction**

This Agreement is governed by the law of India. The Parties submit to the exclusive jurisdiction of the courts of Delhi, India. All directives of MYAS / SAI applicable for Sexual harassment, Doping, Ethics & Governance will be observed by both Parties in letter and spirit.

#### **14.5 Time of essence**

Time is of the essence in relation to all the obligations set out in this Agreement.

#### **14.6 Variation**

No modification or variation of this Agreement will be of any force or effect unless it is in writing and signed by the both the Parties to this Agreement.

#### **14.7 Waiver**

The fact that a Party fails to do, or delays in doing something, the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an applied waiver of any other obligation or breach in relation to any other occasion/terms of this Agreement.

### **15. Dispute Resolution**

The Parties shall make every effort to resolve any dispute arising out of this Agreement in an amicable manner conforming to the spirit of this Agreement. In case the Parties fail to arrive at a mutually agreeable settlement within thirty (30) days, the matter will be brought to the notice of the Secretary, Sports, MYAS. Should the dispute not get resolved within 15 (fifteen) days, the courts of Delhi shall have exclusive jurisdiction to decide any matter arising hereunder.

### **16. Termination & Effects**



- (a) Either Party may terminate this Agreement by written notice of thirty (30) days if the other Party fails to observe or perform any of its obligations hereunder and does not remedy such failure within 60 (sixty) days after being called upon to do so by written notice.
- (b) In consequence of such termination of this Agreement, all rights, opportunities and benefits granted under this Agreement will immediately cease to operate.
- (c) In case of termination, Second Party shall handover all the movables including Programme roadmap, unspent and unused money / resources lying with it related to this Programme to the satisfaction of SAI for the notice period. For avoidance of any doubt, it is hereby clarified that Second Party shall only pay unspent and unused amount on a pro-rate basis for the duration of the 60 days' notice period, and it shall have no further liabilities to pay to SAI any further sums of unspent and unused money.
- (d) Second Party may terminate this Agreement at any time by giving a prior written notice of not less than six (6) months ("**Notice of Termination**") to SAI specifying the date upon which such termination shall become effective.

## 17. Assets

- 18.1 All assets whether consumable or non-consumable created under the terms of this agreement shall be the property of SAI. Such assets shall be utilized for the execution of the Programme(s).
- 18.2 All such assets can be disposed off only with mutual consent of the Parties during the term of this agreement. However, after the expiry of this Programme, all such assets shall become part of the assets of SAI and shall be used or disposed off, as the case may be, at the sole discretion of SAI
- 18.3 All assets created under the Programme (s) under this agreement, whether under the obligation of SAI or Second Party, these assets will be entered in the inventory register of SAI and shall be utilized in accordance with the terms and conditions of this agreement.

## 19. Disclaimer

- 19.1 SAI does not take any liability towards authenticity of the documents submitted by the Second Party in support of their contribution in any form i.e. cash, kind or services under Clause 5, point 3 (a) and (b) of this agreement for the Programme .



**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this document in two (02) copies by their duly authorized representatives in <Delhi, India>

**Executed** for and on behalf of the **Executed** for and on behalf of  
Second Party Sports Authority of India

**Name:**  
**Designation:**

**Name:**  
**Designation:**

A handwritten signature in black ink, consisting of a stylized, cursive script.

## Annexure A

<b>Schedule 1: General Information</b>	
<b>Sports Authority of India Representative</b>	
Name	
Position	
Contact Details	
<b>Second Party</b>	
Name	
Position	
Contact Details	

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Annexure B

<Programme Name> Performance Matrix (2021-20)

Performance Targets (Key Result Area):

Year	Event<insert relevant recitals in all the columns>	Targets
2021		-
		-
2022		
		-
		-
2023		
		-
		-
2024		
2025		
		-
2026		
2027		
		-
		-
2028		



## Annexure C SAI obligations

### A. Infrastructure & Support:

1. Ensuring all required facilities available are of good standards, for Talent Group who would be resident at the proposed SAI Centre
2. Ensuring admissions to nearby suitable schools for all Talent Group swimmers, as per availability;
3. Ensuring proper functioning and management of the proposed SAI Centre

### B. TDM Programme

1. Nominate NIS certified coaches / any other coaches, after consultation with the Head Coach.
2. Provide infrastructure and support for training of scouting team at proposed SAI Centre.
3. Provide all available logistical support at Regional Centres / Institutes of SAI for talent scouting.

### C. Talent Nurturing at SAICentre

1. Provide standard residential accommodation, nutrition (including recommended supplementation) and schooling to all talent group swimmers; bear expenses for above as per approved norms of SAI, MYAS;
2. Provide all required training equipment for talent group athletes /players.
3. Dedicate use of the training at proposed SAI Centre for the talent group athletes/players.
4. Provide certified and trained lifeguards during the time of operations of the pool dedicated for SAI talent group athletes/players ;
5. Provide access to the gymnasium/fitness room and its equipment for training of talent group ; equipment to be provide as per requirement
6. Provide coaches room forwork to accommodate at least 3-4 coaches;
7. Provide a consulting room for sports medicine experts on need basis;
8. Provide a meeting room to seat around<Number of Athletes> athletes/players/coaches , as and when required;
9. Secure participation of all talent group athletes/players in various District, State and National level competitions of <Federation name to be inserted>, SGFI and any other nationally recognized bodies; subject to the Rules and Regulations of SAI,& SGFI
10. Provide annual health and accident insurance cover to all talent group swimmers as per SAI norms for SAI Centre.

(SAI's responsibilities may vary based on the agreement with second party)



**Annexure- D**  
**Second Party's Obligation**

<As per the roles and responsibilities of the second party decided in the agreement>

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Annexure E  
<insert composite logo>

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