

Agreement

This Agreement (“**Agreement**”) is made on this 28th day of February 2022 and effective from 1st February 2022 (“**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

Simply Sport Foundation, is a Non-Profit Organization, having its registered office at D1205, ST, John's Wood Apartment, Thavarekare Main Road, Bengaluru, Karnataka 560029 and incorporated under the competent laws of India (hereinafter referred to as the “**SSF**”, or “**Second Party**” which expression unless repugnant to the context, shall mean and include its permitted assigns);

SAI and SSF 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. SAI has 12 operational regional centers. NSSC Bengaluru is the premier south region center of SAI which imparts training to various athletes through various schemes like National camps, NCOE, STC etc. SAI is also entrusted with the responsibility of maintaining and utilizing sports infrastructure in SAI Stadiums/stadia for and on behalf of the Ministry of Youth Affairs & Sports, Government of India.
- C. Simply Sport Foundation was founded in 2020 in Bengaluru focuses on sports policy research, grassroots development, women's participation in sports and the use of technology in sport. SSF has worked intensively in the field of Community development, Athlete Support, Grassroots sport development and has taken up intensive research on multiple stakeholder participation in sports in India. It plans to support the holistic development of athletes and to provide whatever form of assistance to ensure the sustainable development of sports
- D. Sports Authority of India, wishes to achieve its objectives namely, to provide world class training, skill development and resources necessary for competition at the highest level, to provide athletes with an avenue to pursue State and National representation in sports, to provide athletes with education and experience through the association with the combined knowledge of coaches, to provide a team environment and foster team spirit at State and National Championships and International Competitions, to provide selection

शिव शर्मा / SHIV SHARMA
कार्यकारी निदेशक / Executive Director
भारतीय खेल प्राधिकरण / Sports Authority of India
जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार)
Jawaharlal Nehru Stadium Complex (East Gate)
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opportunities for inclusion into National & International 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

1. Definitions

In this Agreement:

“SAI” means Sports Authority of India.

“SAINCOEBENGALURU” means Sports Authority of India’s National Centre of Excellence, Bengaluru.

“SSF” means Simply Sports Foundation.

“Programme” means Assistance to NCOE Bengaluru Centre, Maintaining NSRS Portal/Website, Sports Science Program will called as “Talent Management Programme” (TMP).

“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 kind 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 SSF from time to time by SAI.

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

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

For  Simply Sport Foundation

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“SSF Logo” means any words, phrases, symbols, designs, logos, insignia, visual representations, trademarks, trade names of Simply Sports Foundation.

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

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

“Term” means 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.

2. Interpretation

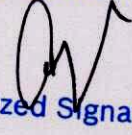
In this Agreement, headings and highlighting are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (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.

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For  Simply Sport Foundation


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3. Terms

This Agreement commences on the Effective Date and will remain valid for a period of one (1) year, 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 SSF by SAI. Such extension shall be by way of a fresh agreement on mutually agreed terms and conditions between the parties.

4. Purpose

The purpose of this Agreement is collaboration of the Parties for achieving the objective of developing vibrant sports ecosystem in India in association with SAI and its centers through its mutually agreed SAI-SSF Performance Targets wherein both 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. SSF 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 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. Development and management consists of following major component
 - i. Infrastructure and equipment support
 - ii. Other services including development of NSRS/SAI website and online Yoga curriculum

6. **Operation and Management:** SAI centres are 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) SSF 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. Trustee of SSF: Co Chairman
3. ED/RD (OPS): Member (SAI)
4. Head of Sports Science: Member
5. Nominee, SSF : Member
6. CEO/Administrator, NCOE, Bengaluru: Member Secretary
7. AD, IT, Head Office: Member
8. International athlete & Arjun Awardee : Member (to be nominated by SSF)

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The steering committee headed by DG, SAI will meet at least once in six months to monitor and review the progress of programme and decide spends from the SSF 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.

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

Period	Sum in INR Lakhs
1 year from effective date	90

- The amount mentioned herein above is the amount committed by SSF and SSF may incur any additional spend, as approved by the Steering Committee, for the 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 renewed contract in case of extension of the Term;
- The unspent and committed 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.
- SSF shall obtain a certificate from a chartered accountant of the spends for the 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.

8. **Branding:** SSF is entering into collaboration with SAI solely for its Programme "TALENT MANAGEMENT PROGRAM" (TMP) and this Programme shall be called "SAI-SSF TM Programme" (SS-TMP).

- a) SAI shall reserve the right to advertise and promote the SS-TMP in audio, print, broadcast (Television and Radio), electronic and digital media. SAI shall give due mention of SSF 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 SS-TMP and its athletes. SAI shall give due mention of SSF in all such advertisement and promotion.
- c) SAI shall have no objection if SSF advertises and promotes the SS-TMP at their own cost via various media and if SSF organizes press conferences /issue press releases/briefings and activities SSF shall give due mention of SAI. SSF 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, SSF shall suitably modify the contents thereof.
- d) The presence of SSF as a partner for SAINCOEBENGALURU shall be duly displayed in the concerned and relevant **the facility/centre name**.
- e) Composite logo of SAI and SSF is annexed in Annexure-E and may be modified by the mutual consent of both Parties.

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

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For  Simply Sport Foundation

[Signature]
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SSF 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 has used 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

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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 SSF:

D1205,
St. John's Wood Apartment
Tavarekere Main Road,
Bengaluru, Karnataka 560029
Addressed to: **Trustee**

If to SAI:

SAI, Head office,
Gate no: 10
JLN Stadium, New Delhi

Addressed to:
Name: Sh. Shiv Sharma
Title: Executive Director (OPS)

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

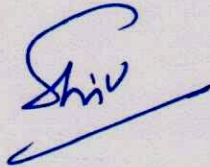
This Agreement contains all the understandings, the Parties have agreed in relation to the matters it deals with. No Party can rely upon an earlier agreement, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except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

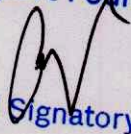
This Agreement is governed by the law of India. The Parties submit to the exclusive jurisdiction of the courts of Delhi, India. All directives of MYAS / SAI applicable for Sexual harassment, Doping, Ethics & Governance will be observed by both Parties in letter and spirit.



शिव शर्मा / SHIV SHARMA
कार्यकारी निदेशक / Executive Director
भारतीय खेल प्राधिकरण / Sports Authority of India
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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, SSF 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 SSF 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) SSF 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 any breach and or non performance of any of the terms of this Agreement further specifying the date upon which such termination shall become effective.

17. Assets

17.1. 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).

For  Simply Sport Foundation

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17.2. 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.

17.3. All assets created under the Programme(s) under this agreement, whether under the obligation of SAI or SSF, 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.

18. Disclaimer

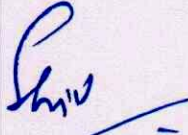
SAI does not take any liability towards authenticity of the documents submitted by SSF in support of their contribution in any form i.e. cash, kind or services under Clause 5 of this agreement for the Programme SS-TMP.

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
Simply Sports Foundation


For Simply Sport Foundation
Designation:

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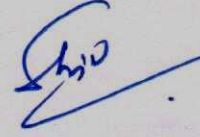

Executed for and on behalf of
Sports Authority of India

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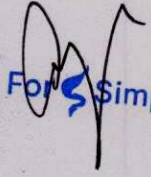
Name:
Designation:


Annexure A

Schedule 1: General Information	
Sports Authority of India Representative	
Name	Sh. Shiv Sharma
Position	Executive Director (OPS)
Contact Details	01124362719
Simply Sports Foundation Representative	
Name	Darshan NK
Position	Program Manager
Contact Details	9844966677



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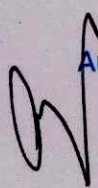
Annexure B

SS-TMP Performance Targets (2022-23)

<u>Project Name</u>	<u>KRAs/KPIs</u>	<u>Achievement</u>
Assist SAINCOEBENGA LURU	<ul style="list-style-type: none">-A small report on our findings and plan of action to SAI.- Visual appeal of the gym space and increased footfalls.- Consult in gym equipment procurement- Equip the gym with modern equipment and phase out outdated ones.- Lower food wastage and introduction of daily food rating process.- Variety in food menu and trained kitchen staff	
NSRS Portal/ Website	<ul style="list-style-type: none">Submit a plan of execution for designing and maintaining the website and portal.- Pivotal enhanced features to make portal friendly and adaptable for athletes and coaches.- Start a digital, print and offline marketing campaign once the NSRS portal is ready.- Launch new designed SAI website before Olympics	
Sports Science Program	<ul style="list-style-type: none">- A list of hired trainers with their profiles provided to SAI- An outcome based curriculum and design plan for each vertical submitted to SAI- A report on impact of the programs both qualitative and quantitative in 10 centres submitted to SAI at the end of the year- Plan for extension of newer programs in more centres submitted to SAI at the end of the year	

For  Simply Sport Foundation

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Annexure C

SAI obligations

1) For assistance to SAINCOEBENGALURU:

- I. Provide access to gymnasium/fitness room and its equipment, support to be provided as per requirement.
- II. Provide small meeting room for an administrative work that needs to be carried out
- III. Provide the overall support in terms of Maintenance, Security, Access to SAI centre administration, athletes, coaches wherever required.
- IV. Provide access to kitchen and dining halls in the SAI center.
- V. Providing small training room for training of the staff proposed by SSF.
- VI. Providing necessary support for Raw material procurement, vendor management, Equipment operations maintenance and other Kitchen operations wherever required.

2) Sports Science Program:

- I. Giving access and necessary permissions from SAI centres to implement the proposed courses.
- II. Providing the access to the sports science labs, if required.
- III. Extending the help with scheduling, computers, internet connection and other logistics arrangements.

3) SAI Website/NSRS Portal Enhancements:

- I. Providing support from IT division wherever required.
- II. Support in Maintenance of the app, website, and data with help of support team.

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Annexure- D

SSF Obligations

The following is an indicative list of obligations and is subject to changes as per the decisions taken by the Steering Committee from time to time.

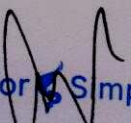
I. To design the fitness and kitchen ecosystem for an NCOE center that keeps the athlete at the center of its policies and programs. Start the pilot with SAINCOEBENGALURU.

- a. Fitness/Gym space
 - i. Help in restructuring the fitness/gym space –utilization, placement, aesthetics, and ventilation.
 - ii. Help in suggesting the right modern fitness equipment and necessary additional items.
 - iii. Entire designing of the old gym space
 - iv. Ensuring necessary equipment procurement
 - v. Refresher training courses for trainers
- b. Kitchen up-gradation – To provide support in 4 areas of kitchen functioning
 - i. Process level controls
 - a. Supply & Control
 - b. Preparation/Handling/Storing
 - c. Pest control & Waste management
 - d. Hygiene & grooming
 - e. Food/Water/Food contact surface testing
 - ii. Implementation of FSMS & Menu
 - a. Food Safety checklist, manuals, hygiene manuals, SOPs will be written and implemented
 - b. Do a gap analysis and help develop a menu design
 - iii. Training
 - a. Training of chef
 - b. a trained person to be deployed at the facility for every 25 food handlers on a food safety plan. Training program will be planned for Mandate Fostac training, Basic hygiene awareness training.
 - iv. Audit
 - a. gap audit followed by monthly process related customized quality audits will be done. Mandate hygiene audits by FSSAI will be done. Other 3rd party supplier audits will be supported.

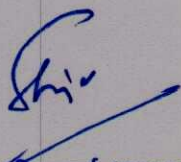
II. Equip NSRS with technology that is easily accessible, user-friendly, and captures data that enhances athlete and coaches performance.

III. Sports science programs for SAI

- a. To Give access to sports science knowledge to athletes and coaches in SAI's training centers (STCs) that work with grassroots athletes and function in tier 2 and tier 3 cities.
- b. To Develop and run online yoga curriculum for the identified SAI centers.
- c. To Expand the curriculum to other subjects - Fitness, injury/rehabilitation & nutrition


For Simply Sport Foundation

Authorized Signatory


शिव शर्मा / SHIV SHARMA
कार्यकारी निदेशक / Executive Director
भारतीय खेल प्राधिकरण / Sports Authority of India
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Jawaharlal Nehru Stadium Complex (East Gate)
लोदी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3

Annexure-E

SAI and SSF LOGOS



शिव शर्मा / SHIV SHARMA
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