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**MEMORANDUM OF UNDERSTANDING**

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***"KHELO INDIA CENTRES"***

**BETWEEN**

**STATE GOVERNMENT**

**AND**

**THE PROJECT PROPONENT**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (as defined hereafter) is made and entered on 21-09-22, at KIANG NANGBAH GOVERNMENT COLLEGE, JOWAI

By and between

The State Government/Union Territory Administration of MEGHALAYA through its organization/department, SPORTS AND YOUTH AFFAIR an autonomous body/department/sports body established under the Department of Sports, having its registered office/headquarters at JOWAI, represented through its authorized signatory, [DSO] (hereinafter referred to as "State/UT or the First Party", as the context may require, which expression shall where the context so admits, mean and include its administrators, directors, officers, successors in interests, licensees and permitted assigns) of the **FIRST PART**;

And

The Project Proponent, a Past Champion/ Organisation / existing SAI extension centre opted for conversion into Khelo India Centre, KIANG NANGBAH GOVERNMENT COLLEGE, represented through its authorized signatory, [PRINCIPAL] (hereinafter referred to as the "The Project Proponent or the Second Party", as the context may require, which expression shall where the context so admits, mean and include its administrators, directors, officers, successors in interest, licensees and permitted assigns) of the **SECOND PART**.

The State/UT and the Project Proponent are hereinafter individually referred to as the "Party" and collectively as the "Parties", as the context may require.

### WHEREAS

1. The recently revamped "Khelo India" Scheme as promulgated by Sports Authority of India under the aegis of the Ministry of Youth Affairs and Sports ("MYAS") aims to infuse sports culture through "*State Level Khelo India Centre (SLKIC)*" vertical, thus allowing the population to harness the power of sports through its cross-cutting influence, namely, holistic development of children & youth, community development, social integration, gender equality, healthy lifestyle, national pride and economic opportunities related to sports development;
2. In order to augment the utilisation of existing sports infrastructure available at schools/ organisations / eligible agencies at the block/district level, SAI decided to identify and establish "*Khelo India Centres*" to strengthen the sports ecosystem at the



grassroots level. Accordingly, a low-cost, effective sports training mechanism has been worked out wherein "Past Champion Athletes" would become coaches and mentors for youngsters, run the sports training centre in an autonomous manner and earn their livelihood at these Khelo India Centres.

3. SAI has notified Implementation Guidelines for establishment of "*Khelo India Centres*"(placed at *Annexure-A*) at such identified infrastructure available with Past Champion Athlete / Organisation to allow the States/UTs to enter into a suitable Memorandum of Understanding with such Eligible Project Proponent, to ensure adherence of such implementation guidelines by both Parties with respect to each Khelo India Centre;
4. The First Party is, *inter-alia*, an implementing agency set up/notified by the State/Union Territory of MEGHALAYA to provide, establish, maintain, control and manage sporting activities in their territory. The First Party shall be any State Sports Authority / Department of Sports / any other suitable agency as notified by the State Government of MEGHALAYA
5. The Project Proponent is, *inter-alia*, a/an (Past Champion Athlete or Organisation).
6. The Parties recognize that they share objectives of promoting sports in the country and by the virtue of this collaboration support each other, and have thereby decided to enter into this legally binding Memorandum of Understanding for nurturing talent in such identified sporting disciplines in such Khelo India Centres.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

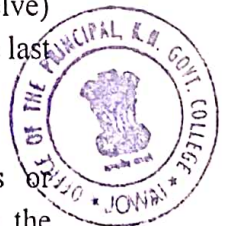
**1. DEFINITIONS AND INTERPRETATION:**

**1.1 DEFINITIONS:**

- 1.1.1 "**Agreement**" shall mean this Memorandum of Understanding along with all annexures and schedules thereto and shall include any modifications made in writing thereto by mutual consent between the Parties;
- 1.1.2 "**Business Day(s)**" shall mean any day (other than a Saturday, Sunday or Public Holiday) on which commercial banks are open for normal business in relation to any financial or banking transaction in New Delhi, India;
- 1.1.3 "**Claims**" shall mean any profits, losses, rights, liabilities, damages, costs and expenses, including reasonable legal fees and disbursements in relation thereto;



- 1.1.4 “**Confidential Information**” shall mean any and all information that is disclosed by one Party to the other Party, which relates to a Party’s business or business relationship, including but not limited to, information concerning finances, products, services, customers, suppliers, data papers, statements and trade secrets;
- 1.1.5 “**Consent**” shall mean any approval, consent, license, no-objection, registration, ratification, permission, waiver, authorization, certificate, order, qualification or similar authority issued or granted by any Government authority under or pursuant to Applicable Law;
- 1.1.6 “**Contract**” shall mean any agreement, arrangement, contract, sub-contract, understanding, instrument, purchase order, work order, note, guarantee or warranty;
- 1.1.7 “**Dispute**” shall mean a dispute which has arisen out of or in connection with the existence, validity, interpretation or implementation of, or breach by a Party of this Agreement;
- 1.1.8 “**Effective Date**” shall mean the date on which this Agreement shall come into effect with the signature of the authorized representatives of both the parties on the Agreement and shall remain valid until the period of 01 (*one*) year, extendable up to 03 years subject to satisfactory completion of the obligations of the parties under this agreement or the date of termination, whichever is earlier. The periods of roles, responsibilities and obligations of each Party shall commence from the effective date of this Agreement;
- 1.1.9 “**Eligible Proponents**” will be as per the Implementation Guidelines issued by SAI. If at any such stage, it is found that false credentials have been shared by the Project Proponent, all benefits under the scheme shall be immediately terminated and appropriate action will be initiated.
- 1.1.10 “**Eligible Sports Disciplines**” shall be one of the 14 sports disciplines identified as high priority/priority for Summer Olympics 2024 along with Football and traditional games (the list of sports disciplines is placed at *Annexure ‘ \_\_\_ ’*);
- 1.1.11 “**Fiscal Year**” or “**F.Y**” shall mean the financial year consisting of 12 (twelve) months, commencing from the first day of the month of April and ending on the last day of the month of March of the next year;
- 1.1.12 “**Force Majeure Event**” shall mean any event or combination of events circumstances beyond the reasonable control of either Party which cannot by the exercise of reasonable diligence be prevented or be caused to be prevented, despite the adoption of reasonable precaution and/or alternative measures and which materially and adversely affect such Party’s performance of its duties or obligations or



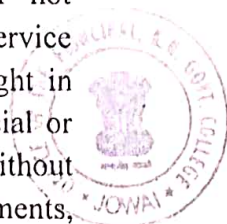
enjoyment of its rights under this Agreement and shall include without limitation: (a) Acts of God including but not limited to fire, drought, flood, earthquake, epidemics and other natural disasters; (b) Explosions, accidents (which are not attributable to negligence on the part of either Party), air crashes and shipwrecks; (c) Economic blockades, embargoes and sabotage; (d) Strikes, work to rules or similar labour difficulties not attributable to any unfair policies of any Party; (e) Change in the policies of the Government, which makes the execution of this Agreement impossible; (f) The promulgation of or restrictions placed by onerous Applicable Laws, provided however, that insufficiency of funds shall not constitute an event of Force Majeure;

1.1.13 **“Government Authorities”** shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the Event, and shall include any authority established through a statute or an act of the Government of India;

1.1.14 **“Indemnifying Party”** shall have the meaning ascribed to it in Clause 9.2 of this Agreement;

1.1.15 **“Indemnified Party”** shall have the meaning ascribed to it in Clause 9.2 of this Agreement;

1.1.16 **“Intellectual Property Rights”** shall mean and include any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship world-wide; including but not limited to copyrights, moral rights, and mask-works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature world-wide and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof now or hereafter in force; OR means all intellectual property, including patents, inventions (whether or not patentable and whether or not reduced to practice), utility models, trade and service marks, trade names and the goodwill associated therewith, domain names, right in designs, copyrights, rights in databases, proprietary rights, technical, commercial or financial information of a proprietary or confidential nature (including without limitation manufacturing and production processes and techniques, improvements, customer proposals, customer and supplier information, technical and computer data and software), trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration or renewal of



any of these, and all rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

1.1.17 “**Loss**” shall mean any direct and actual loss incurred in the form of damages, fines, penalties, costs and expenses suffered, including without limitation interest, court costs, amounts paid in settlement, reasonable expenses of investigation, fees and expenses of attorneys, accountants and other experts and expenses of litigation, suit, action or other proceedings and shall include any tax payable by the Indemnified Party in relation to the above;

1.1.18 “**Month**” shall mean the Gregorian/English calendar month forming part of the year, as generally followed throughout India;

1.1.19 “**Person**” shall mean and include any natural person, Hindu Undivided Family, proprietorship concern, partnership firm, society, association of persons (registered as well as unregistered), corporation, body corporate, joint venture, estate, trust, union, club or limited or unlimited liability company incorporated under the laws of India, Government authority or other enterprise, association, organization or entity whether or not required to be incorporated or registered under Applicable Law;

1.1.20 “**Term**” shall have the meaning ascribed to it under Clause 7.1 of this Agreement;

1.1.21 “**Territory**” means the territory of Union of India, including all its States and Union Territories;

## 1.2 INTERPRETATION:

1.2.1 In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever, such terms are used in this Agreement, they shall have the meaning so assigned to them throughout this Agreement, unless the context otherwise requires.

1.2.2 All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidations or re-enactment (whether before or after the date of this Agreement) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.

1.2.3 Words denoting singular shall include the plural and vice versa and words denoting any gender shall include all genders unless the context otherwise requires.

1.2.4 References to the Annexures, Recitals, Sections or Schedules are, unless the context otherwise requires, references to Recitals, Sections or Schedules to this Agreement. All of these form part of the operative provision of this Agreement and references to



this Agreement shall, unless the context otherwise requires, include references to this Annexures, Recitals, Sections and Schedules.

- 1.2.5 Any reference to persons shall include references to Companies, Unincorporated Associations and other bodies of persons whether Corporate or Incorporate.
- 1.2.6 Any reference to words and expressions used in this Agreement shall have the same meaning as that defined in the applicable laws, rules and regulations, governing this Agreement as the case may be.
- 1.2.7 Any reference to a document "in the agreed form" is to the form of the relevant document agreed between the Parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the Parties).
- 1.2.8 The terms "include" and "including" shall mean, "include without limitation" or "including without limitation". Further, the terms "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- 1.2.9 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.2.10 References to "days" means calendar days unless otherwise specified; whereas references to "business days" means any days on which banks are open for business in India.

## 2. Roles & responsibilities of First Party:

- 2.1 The State/UT Government (hereinafter referred to as the State Government) with approval of SAI has decided to establish a "**Khelo India Centre**" at different district levels of the Country, pursuant to receipt of proposal/application from the Project Proponent (copy of Proposal placed at *Annexure* \_\_) to ensure fulfilling of the twin objectives of (a) providing sports training/coaching to willing children of Eligible Sports Disciplines; and (b) providing sustainable source of livelihood to the Project Proponent at such identified centers.
- 2.2 The State/UT will liaison with SAI to ensure provision of the necessary technical expertise and supervision mechanism. The State/UT is expected to provide assistance on these lines from their end and devise a suitable monitoring and supervision mechanism.
- 2.3 Funds received from SAI for this purpose will be remitted to the Project Proponent through online bank transfer (preferably through PFMS transfer)
- 2.4 First party or SAI will develop a coach development framework. Any requirement/information in this regard is to be uploaded by the Second Party on the online portal.



In case of an online training module developed by the First Party or SAI, the second party will be given access to the same, in which case the Second party has to follow the procedure laid-out to conduct the same.

### **3. Roles & responsibilities of Second Party**

- 3.1 The Project Proponent shall arrange for suitable sports field/facilities for imparting coaching to trainees. Such sports fields/facilities may be owned by the Project Proponent or arranged by an arrangement with the Central/State Government or its entities, local bodies, clubs, educational institution, etc. for the period of the Term of this collaboration with the State/UT
- 3.2 The Second Party must ensure that the Champion Athlete fulfilling the eligibility criteria provided by the State Government is appointed as a full-time staff of the Khelo India Centre, providing full-time training to the enrolled trainees.
- 3.3 The Second Party must ensure that a minimum of 30 regular trainees are training at the Khelo India Centre; in any given eligible sporting discipline as that of the Project Proponent to be eligible for the Grant. Each Centre must strive to have equal ratio of male and female trainees.
- 3.4 It will be mandatory for the Project Proponent to register themselves on the National Sports Repository System (NSRS) portal of SAI @ <https://nsrs.kheloindia.gov.in> so as to become eligible to apply for the financial and the material support under the component. All ex-champion athletes running a Centre independently must register themselves as a Coach. Each organisation must register themselves as an Academy and ensure all ex-champion athletes hired by the organisation are registered as a Coach. All athletes training at their Centre will also be required to register on this portal.
- 3.5 The identification of talent pool will be done by respective Project Proponent. However; the necessary norms, tools and protocols for Talent Identification will be as notified by SAI.
- 3.6 The management of each Khelo India Centre will be done by respective the Project Proponent.
- 3.7 The talent development for the attainment of high levels of performance in sports should be done by respective Project Proponent; and wherever required, SAI will assist the Khelo India Centre with technical expertise (NSRS, test protocols, High Performance Managers, etc.) to further augment performance management system at such Centre.





3.8 The Second Party is to submit invoices / bills / vouchers, etc., any other documentary evidence on the expenditure incurred to the First Party as per the GFR norms.

3.9 The Second Party is expected to acknowledge the support from Khelo India –

- through clearly visible branding at their Khelo India Centre
- in all training apparel used by trainees and coaches
- in all collaterals and publications used by the Centre for its promotion

Branding guidelines for proper use of the “Khelo India Mark” shall be shared with Second Party and Second Party must adhere to these guidelines (and any modifications made to the same and shared from time to time) and seek prior written approval from First Party before publicly displaying/publishing any such collateral/publication.

3.10 Existing centres, which have opted for converting from SAI Extension Centre to Khelo India Centre, will continue to train in the existing sports disciplines.

3.11 The Project Proponent is expected that after the completion of the Term, the Khelo India Centre has earned enough experience and recognition as a sports coach/institution to sustain his Centre without the recurring grant from the First Party or SAI.

#### 4. FUNDING:

4.1 One-time initial grant of INR 5 (five) lakhs per discipline will be provided for preparation/upgradation of sports fields, purchase of sports equipment, sports kits, etc. Further, a recurring annual grant of INR 5 (five) lakhs for each sport discipline up to a maximum of 03 (three) sports disciplines (support will be provided for training in only the 14 (fourteen) Identified Sports for Excellence in Olympics (ISEO), football and Indigenous sports) for remuneration to coach/past champion athlete, support staff, purchase of sports equipment, sports kit, consumables, competition/event participation etc. by the State/UT. The maximum remuneration permitted for ex-champion athletes functioning as Coaches would be INR. 3 (three) lakhs per year.

4.2 The existing centres which have opted for converting from SAI Extension Centre to Khelo India Centre will be eligible to receive only the recurring grant of Rs. 5 lakhs per discipline and not the one-time grant.

4.3 The financial assistance to the Khelo India Centre would not bar the Project Proponent from charging reasonable fees, which may be fixed for the Financial year on mutual consent, from trainees or to obtain financial assistance from other sources for providing quality coaching/training, procurement of sports equipment, sports apparel, development of sports fields, and participation in sports events, etc. For any such revenue generated from other sources, the Second Party must mandatorily maintain proper accounting records.



- 4.4 The Second Party will have to submit information of trainees with Aadhar Card numbers for claiming the second installment of the grant in the first year, and thereafter, for all installments from the second year onwards.
- 4.5 The Second Party will submit Utilization Certificate as per the prescribed format of the First Party and as per General Financial Rules, 2017 (Annexure- \_\_\_\_).

**5. MONITORING MECHANISM:**

- 5.1 The First Party along with SAI will arrange for the audit/inspection of each Khelo India Centre twice in a year. For this purpose, monitoring Committee under the chairpersonship of the Regional Director (SAI) shall be constituted and audit/inspection will be carried out by the RD or through nominated subordinates, Sports Federations, District Sports Officers, retired well-known athletes, or persons passionate about sports and available locally on honorarium basis or any other suitable mechanism. Similar mechanism will be put in place by the First Party.
- 5.2 i. Each Centre will be monitored at regular intervals on the following aspects: (a) number of trainees engaged in regular training through biometric tracking of attendance data; (b) regularity of training conducted at the centre (c) performance data of each trainee uploaded on NSRS; (d) participation of trainees in competitions/events and achievements therein; and (e) feedback from trainees and/or their parents.
- ii. Second Party must install a CCTV monitoring system at their training venue(s) and provide remote access to the feed of such CCTV capture to the First Party
- 5.3 The overall clauses and implementation of the scheme will be evaluated after a year.
- 5.4 The Khelo India Centre must fulfill the Key Results Areas /Requisite Tracking System devised by SAI from time-to-time to monitor progression of trainees at such Centres.
- 5.5 The progression of athletes from KICs to SAI Training Centres (STCs), National Centres of Excellence (NCoEs), Khelo India State Centres of Excellence (KISCE), State managed academies, private academies and participation at Khelo India Youth Games will be monitored. Other similar parameters would be utilized to analyse and measure performance of the KICs.

**6. TERM, TERMINATION AND CONSEQUENCES THEREOF:**

- 6.1 The term of this Agreement between the Parties will be for a period of *01 (one) year, extendable up to 03 (three) years or coterminous with the Khelo India Scheme,*



*whichever is earlier*, and further extendable for a term mutually acceptable by both Parties with written consent, subject to assessment and review of satisfactory progress of fulfillment of objectives under the Khelo India Centre, to be conducted jointly by both Parties.

6.2 The Parties shall have the right to terminate this Agreement by serving a written notice for a period of 30 (thirty) days:

6.2.1 For the First Party: If the Second Party fails in delivery of their responsibilities, services and committed deliverables as per this Agreement as agreed upon between the parties herein or fails to perform with respect to the performance criterion as set under the Khelo India Centre; and

6.2.2 For the Second Party: If the First Party fails to support the Khelo India Centre with requisite funds and provision of facilities as agreed upon in this Agreement or fails to provide appropriate guidelines. However, suitable penalty may be levied on the Second Party in case of early termination of the agreement in order to safe guard Public money at use here.

6.2.3 After the performance evaluation/review if “Gaps” are found and it appears that the Khelo India Centre has failed to fulfill the minimum bench mark, the Project Proponent shall be given reasonable time to address the gaps, so that the Khelo India Centre is in compliance with the terms and conditions or the Operational Guidelines as provided by SAI. After the expiry of the said reasonable time, if the Project Proponent fails to perform its obligations based on the review/evaluation or performs its obligations after the said reasonable time, SAI reserves the right to terminate this present Agreement, without any liabilities, by giving a written notice of 30 (thirty) days

6.2.4 Upon termination, neither of the Parties shall be entitled to represent that they are associated and/or affiliated to each other. In consequence of such termination of this Agreement, all rights, opportunities & benefits granted under this Agreement will immediately cease to operate;

6.2.5 Upon termination, neither Party shall be entitled to use the logo / brand of the other Party in any manner whatsoever. Any material developed during the Term of this Agreement bearing the logo/brand of the other Parties shall either be returned/ destroyed.

## 7. **FORCE MAJEURE:**

7.1 Notwithstanding anything contained in Clause 8, the Parties shall not be liable for imposition of any such sanction so long the delay and/or failure of delivery of



committed obligations and responsibilities of each Party under this Agreement is the result of an event of Force Majeure.

- 7.2 If a Force Majeure situation arises, the Parties shall promptly notify the other in writing of such conditions and the cause thereof within 5 (Five) Business days of occurrence of such event. Unless otherwise directed by the Party in Force Majeure situation in writing, the concerned Party shall continue to perform its obligations and responsibilities under this Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 7.3 If the performance in whole or in part or any obligation or responsibility under this Agreement is prevented or delayed by any reason of Force Majeure for a period exceeding 30 (thirty) days, either party may at its option terminate/suspend their deliverables under this Agreement till the cessation of the Force Majeure situation without any financial repercussion on either side.

## 8. INDEMNITY:

- 8.1 Each Party shall, at all times, indemnify and keep indemnified the other Party, against all claims / damages for any infringement of any intellectual property rights by it of the other Party.
- 8.2 Each Party ("**Indemnifying Party**") shall, at all times, indemnify and keep indemnified the other Party ("**Indemnified Party**"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.
- 8.3 The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub-contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.

## 9. REPRESENTATIONS & WARRANTIES:

- 9.1 The Second Party hereby represents and warrants to the First Party that:
- 9.1.1 It is validly existing under Applicable Law and has the full right and legal authority to enter into, and is fully capable of performing its obligations under, this Agreement in accordance with its terms;



9.1.2 In so doing, it is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement. It also represents that by entering into this Agreement or performing its obligation, under the Agreement, it is not in breach of Applicable Law;

9.1.3 No legal proceedings are pending or threatened against the Project Proponent before any court, tribunal or authority which do or may restrain or enjoin the performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement; and

9.1.4 It has the full power and authority to enter into this Agreement, including approval from its Governing Body, to the extent applicable and if required, to execute this Agreement and to perform its obligations and observe the terms and conditions hereof.

9.2 The First Party hereby represents and warrants to the Second Party that:

9.2.1 It is validly existing under Applicable Law and has the full right and legal authority to enter into, and is fully capable of performing its obligations under, this Agreement in accordance with its terms; and

9.2.2 It is not a party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any of STATE/UT's obligations under this Agreement.

## **10. INTELLECTUAL PROPERTY RIGHTS PROTECTIONS:**

10.1 The First Party solely and exclusively owns and controls all the Intellectual Property Rights arising out of the "Khelo India Mark" and all other commercial or other rights and opportunities, including any title and interest in, and in relation to, the Khelo India Scheme or the SLKIC Program, whether existing or created in the future. Any use of the "Khelo India" Mark will be held as an illegal/unlawful usage, if such usage is without the express written consent of First Party;

10.2 Nothing stated herein shall constitute an agreement to transfer, assign, license or to grant any Intellectual Property Right of any Party to the other Party. Both the Parties own and retain and shall continue to own and retain all rights and title to their respective Trade Name(s), Trade Mark(s), and Logo(s) and nothing contained herein is intended to assign or transfer, any rights or license to use the other Party's Trade Name(s), Trade Mark(s) and Logo(s); and



10.3 Both the Parties agree not to, either directly or indirectly, register or file any application or attempt to register any Intellectual Property of the other Party or any works, logos, brand name, trade name, service marks and/or trademark or any other mark similar and/or deceptively similar to any of the Intellectual Property of the other Party.

**11. INSPECTION AND QUALITY CONTROL:**

11.1 The inspection of sports infrastructure available at the respective Centres shall be carried out jointly by STATE/UT and the Project Proponent in advance to ensure upgradation, if any, may be carried out prior to commencement of the next academic session.

11.2 The Project Proponent shall support STATE/UT or any of its affiliates in respect of any inspections at the Centres, which will focus on any obligations/responsibilities of STATE/UT as set out in this Agreement as well as any other operational matters in relation to the Centres.

11.3 The Project Proponent shall make available to any such inspection visit, the presence of necessary personnel of involved in the delivery of obligations of the Second Party. STATE/UT shall inform the Project Proponent reasonably in advance of any such inspection visits, outlining in detail the programme and content as well as information required to be prepared by the Project Proponent.

**12. WAIVER:**

12.1 The failure at any time of any Party to demand strict performance from the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and any Party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

**13. CONFIDENTIALITY:**

13.1 Neither Party shall disclose (or permit or cause its employees, agents or representatives to disclose), all the data and information made available by the other Party, or other privileged and confidential materials or information disclosed to it (including information disclosed during audit), to any third party, without the prior written consent of the Party to whom the duty of confidentiality is owed, except as may be required by law or to reasonably fulfill such Party's obligation under this Agreement. Either Party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality.



13.2 The documents, other than the Agreement itself, handed over by either party to the other party shall remain the property of that First or Second Party as the case may be and shall be returned to the other, on satisfactory completion of the obligations and responsibilities of each Party under this agreement.

**14. CONFLICT OF INTEREST:**

14.1 The Second Party hereby represents and warrants that the execution, delivery and performance of their responsibilities under this Agreement shall not conflict with or constitute a breach of or default under any other commitment, agreement or instrument to which the Project Proponent is a Party or by which it is bound.

**15. TRANSFER OR ASSIGNMENT:**

15.1 The Parties understand and acknowledge that none of the Parties shall assign or otherwise transfer their roles and responsibilities under this agreement, in whole or in part or otherwise to any third party, unless explicitly agreed upon herein, without the prior written consent of the other Party.

**16. NOTICES:**

16.1 All notices and statements provided for herein shall be in writing and shall be deemed given if sent by email, courier (including any internationally recognized reliable express delivery service), registered post acknowledgement due, or by verifiable facsimile transmission, addressed to the parties at their respective address set forth below, or at such other address as either Party may from time-to-time specify to the other:

**For Sports Authority of India:**

Address:

Contact Number:

Fax:

Email Address:

**For the Project Proponent:**

Address:

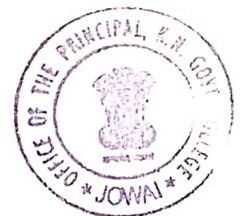
Contact Number:

Fax:

Email Address:

16.2 Any Party may change its details for Notices hereunder by giving the other Party 7 (seven) days' prior written notice of such change.

**17. SEVERABILITY:**



17.1 If any provision of this Agreement shall be found by any court, government authorities or administrative body, of competent jurisdiction, to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provisions with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and basic commercial objectives of the invalid or unenforceable provision.

**18. FAIRNESS & GOOD FAITH:**

18.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights and responsibilities under this arrangement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

18.2 Operation of this Agreement: The Parties recognize that it is impractical for this Agreement to provide for every contingency which may arise during the Term, and the Parties hereby agree that it is their intention that this Agreement shall fairly operate as between them, and without detriment to the interest of either Party.

**19. ENTIRE AGREEMENT:**

19.1 Upon entering, this Agreement shall constitute the entire understanding between the Parties and, as such, may not be altered or modified or amended except by mutual written consent duly signed by both Parties. Any previous agreements or understanding between the parties on the subject matters herein, shall have no further force or effect.

**20. SECTION CAPTIONS:**

20.1 Section captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

**21. AUTHORIZED REPRESENTATIVES:**

21.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by STATE/UT or the Project Proponent may be taken or executed by the authorized representatives of each Party.

**22. AMENDMENTS, MODIFICATIONS & VARIANCES:**





22.1 Any amendments, modifications or variations to this Agreement, including any amendment, modification or variation in the roles and responsibilities of each Party, save for the rules, regulations, notifications, and any other document issued by STATE/UT in accordance with the terms of this Agreement, shall be valid only if made in writing by mutual agreement between the Parties.

**23. SURVIVAL:**


23.1 The rights, obligations, roles and responsibilities of the Parties under this Agreement, which either expressly or by their nature survive the termination of this Agreement, and in particular the provisions of Clauses: \_\_ (Indemnity), \_\_ (Representations and Warranties), \_\_ (Intellectual Property Rights Protections), \_\_ (Confidentiality), and \_\_ (Notices) shall not be extinguished by the expiry and termination of this Agreement.


**24. COUNTERPARTS:**

24.1 The Parties may execute a maximum of [\*two\*] counterparts of this Agreement, one each for each Party and all of them shall be considered an original instrument, but all of which taken together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE FULLY EXECUTED ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED.**

Signed, sealed and delivered by:



  
\_\_\_\_\_  
**Authorized Signatory**  
**Signed for and on behalf of**  
**Sports Authority of India**

  
\_\_\_\_\_  
**Authorized Signatory**  
**Signed for and on behalf of**  
**The Project Proponent**

Witnesses for Sports Authority of India:

1.   
2.

Witnesses for the Project Proponent:

1.   
2. 



ANNEXURES



Kiang Nanglah Government College Jowai in collaboration with MYAS  
 Numbers of Students who participated in State Level Khelo India Centre

MALE	KID. No.	Urban/Rural
1 C Wellisborn Pohthmi	BAAA693M05	Rural
2 Chambohang Dkhar	BAAA366M02	Rural
3 Seiborn Dkhar	BAAA734M03	Rural
4 Feeling Matsun	BAAA746M02	Rural
5 Rudapmi Phawa	BAAA729M03	Rural
6 Homejurbait Phawa	BAAA730M03	Rural
7 Lashambos i Tarung	BAAA619M01	Rural
8 Bankerlang Lyngdoh	BAAA751M02	Urban
9. Pymbait deo Singsi	BAAA753M02	Rural
10. Oken Chysmang	BAAA747M02	Rural
11. Banshambos Sna	BAAA732M03	Rural
12 deikiang Sutnga	BAAA620M01	Rural
13 Samoiang Suisan	BAAA750M02	Rural
14 Haumi dawanbiang Siangshai	BAAA731M03	Rural
15 Olres Mukror	BAAA559M00	Rural
16 Akwida Suisan	BAAA621M01	Rural
17 Deilang wa oo Nongpluh	BAAA560M00	Urban
18. Gregores Passah	BAAA754M02	Urban



Female	KID No.	Urban / Rural
1. Sweety Rose Khyriem	BAAA248F04	Rural
2. Nangmiat Manves	BAAA244F04	Rural
3. Dapyskutbha Sura		Rural
4. Dawutlangi Lapsam	BAAA267F03	Rural
5. Dawanlangi Myachiang	BAAA246F04	Rural
6. Lariniki Langtang	BAAA168F01	Rural
7. Nikerlin Lyngdoh	BAAA208F02	Rural
8. Mekha Langtang	BAAA245F04	Rural
9. Nangsoiki Nongdu	BAAA225F05	Rural
10. Donalisha Lapsam	BAAA247F01	Rural
11. Manbha Swer	BAAA249F04	Rural
12. Kaminipais Langtang	BAAA205F02	Rural
13. Dakorkini Suchiang	BAAA206F02	Rural
14. Vinepreeda Rymbai	BAAA204F02	Rural
15. Synod Phawa	BAAA250F04	Rural
16. Karisha Mary Lakiang	BAAA115F04	Urban
17. Shabondor Rang	BAAA268F03	Rural
18. Mebanri Suiani	BAAA247F04	Rural

