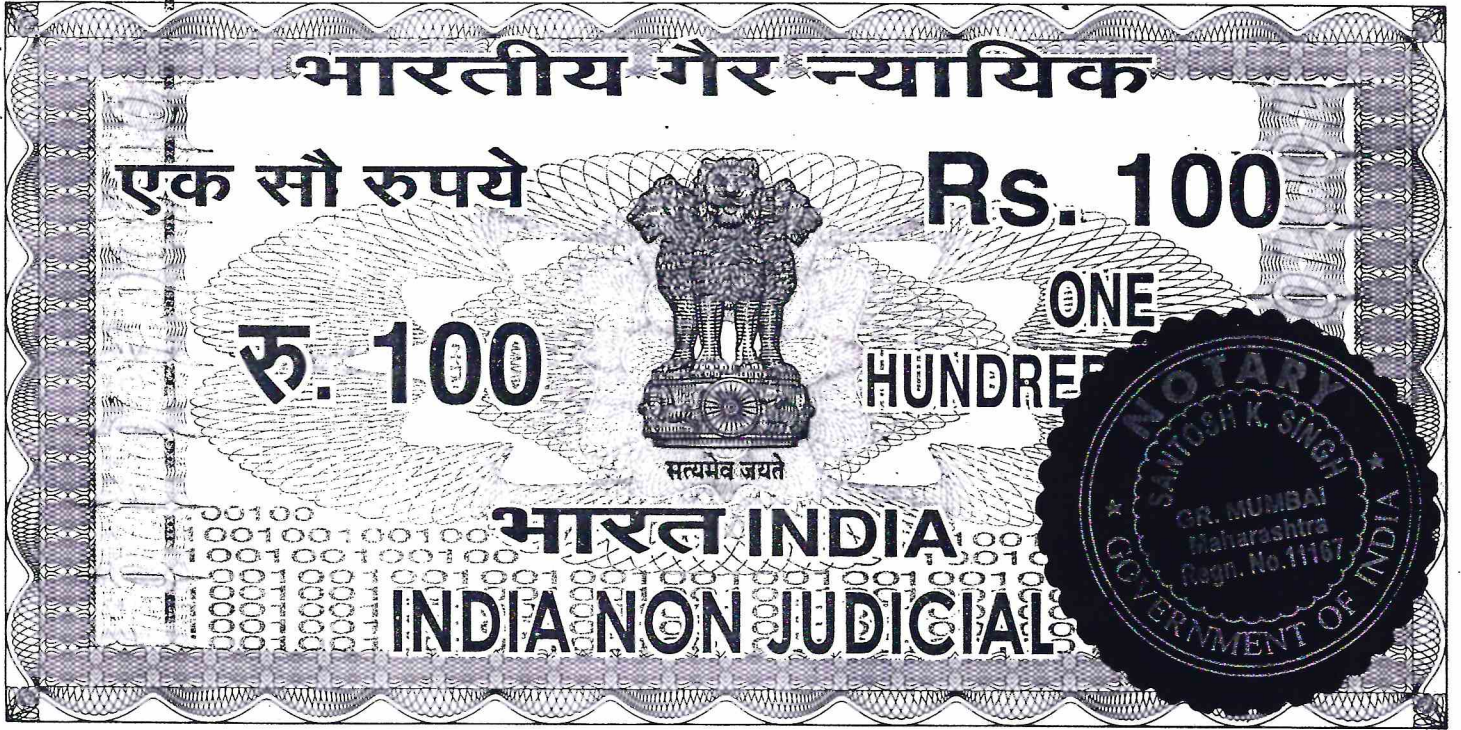


# Agreement



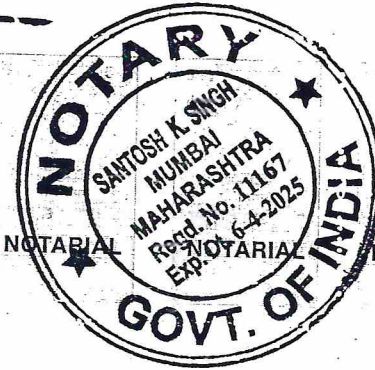
महाराष्ट्र MAHARASHTRA

2021

ZA 132201



जिल्हा कोषागार कार्यालय  
11 OCT 2021  
मुंबई प्रमुख लिपिक / सि



### Agreement

This Agreement ("Agreement") is made on this 15th day of October 2021 and effective from 1<sup>st</sup> November 2021 ("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");

*Singh*



V.R.



AND

**Foundation for Promotion of Sports and Games (FPSG)**, a not-for-profit company, through its program Olympic Gold Quest (OGQ) under the provisions of the Companies Act, 1956 having its registered office at Office No. 4, 4th Floor, Anand 105 Building, Plot CTS No. F/510, F/511D, Dr. Ambedkar Road, Bandra West Mumbai – 400050 Maharashtra, India (hereinafter referred to as “FPSG” or “Second Party”).

**SAI and FPSG** 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.

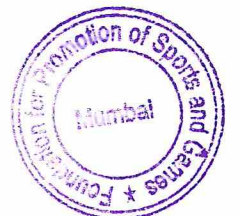
SAI is also entrusted with the responsibility of maintaining and utilizing sports infrastructure in SAI Stadia including NCOE Indira Gandhi Sports Complex, New Delhi, for and on behalf of the Ministry of Youth Affairs & Sports, Government of India.

C. Foundation for Promotion of Sports and Games is registered under Section 8 as a not-for-profit company and aims to help Indian athletes win Olympic gold medals. Foundation for Promotion of Sports and Games (FPSG) through its program Olympic Gold Quest (OGQ) wants to work closely with SAI to provide world class training support to Indian cyclists and strengthen the training ecosystem for cyclists to win medals at the Olympics.

D. Sports Authority of India, NCOE 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 cycling, to provide athletes with education and experience through the association with the combined knowledge of coaches in the discipline of cycling, 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 cycling 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: -

*Shr*



## Operative Part

### 1. Definitions

In this Agreement:

“SAI” means Sports Authority of India.

“NCOE IG Sports Complex” means Sports Authority of India’s National Centre of Excellence

“FPSG” mean Foundation for Promotion of Sports and Games

“OGQ” mean Olympic Gold Quest

“Programme” means National Cycling Talent Identification programme including its components i.e. Talent Development and its management.

“TDM” Talent Development and Management.

“SAI OGQ –TDM” mean SAI- Olympic Gold Quest TDM Programme

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

“Talent Group” means NCOE IG Sports Complex 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.

“NCOE IG Sports Complex Representative” means the person identified in Annexure A or such other person as is notified to FPSG from time to time by SAI.

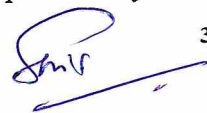
“FPSG Representative” means the person identified in Annexure A or such other person as is notified to SAI from time to time by FPSG.

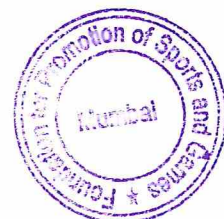
“SAI Logos” means any words, phrases, symbols, designs, logos, insignia, visual representations, trademarks, trade names of SAI.

“OGQ Logo” means any words, phrases, symbols, designs, logos, insignia, visual representations, trademarks, trade names of FPSG.

“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.

## 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:

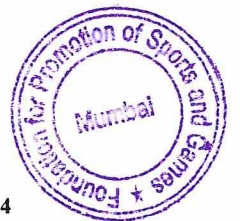
- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include any gender;
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (d) An expression importing a natural person includes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

*[Handwritten signature]*

V.R.



This Agreement commences on the Effective Date and will remain valid for a period of four (4) years until 31<sup>st</sup> March 2025, 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 FPSG for four (4) more years 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 promoting competitive cycling in India in association with NCOE IG Sports Complex 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. FPSG shall perform its Obligations as mentioned in Annexure D.

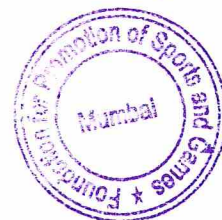
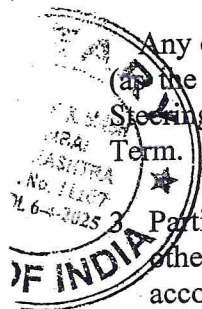
Any changes in the obligations of either Party listed in Annexure C and/or D (as the case may be) may be undertaken as per the decisions taken by the Steering Committee formed for the purpose of this Agreement during the Term.

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.
- b) Development and Management consists of the following major components:
  - i. Infrastructure & Support;
  - ii. Food Supplement, Coaching, and Sports Science Staff.
  - iii. Training programme;
  - iv. Advanced foreign training and competitions; and
  - v. Talent Nurturing at NCOE IG Sports Complex.

6. **Operation and Management:** Management will be governed by the Steering Committee. The roles and responsibility of the steering committee is as per the approval of the governing body, of SAI.

- a) **FPSG 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. CEO, FPSG: Co Chairman
  3. ED/RD (OPS): Member (SAI)
  4. Head of Programme: Member
  5. Nominee, FPSG : Member
  6. SDOCycling, SAI: Member
  7. CEO/In- Charge/ Administrator of SAI Centre: Member Secretary



*[Signature]*  
5



8. International athlete & Arjun Awardee in cycling/eminent coach: Member (to be nominated by FPSG)

The steering committee headed by DG, SAI will meet at least once in six months to monitor and review the progress of athletes of NCOE IG Sports Complex and decide spends from FPSG 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 cycling discipline, of which the Head Coach of this programme shall be the member.

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

Period	Sum in INR Lakhs
FY 2021-22	150

- The amount mentioned above as FPSG spend is the amount committed by FPSG and FPSG may incur any additional spend, as approved by the Steering Committee, for any financial year/s within the term of this Agreement.

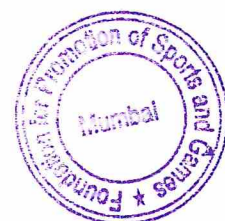
\* The unspent and committed amount for the existing contract, if any, will be carried forward to the new contract period.

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.
- The spends to be done by FPSG for FY 2022-23, 2023-24 and 2024-25 will be decided in the meeting of the Steering Committee in due course.
- FPSG 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

8. **Branding:** FPSG is entering into collaboration with NCOE IG Sports Complex solely for its Programme "TALENT DEVELOPMENT & MANAGEMENT", and this Programme shall be called "SAI OGQ -TDM Programme" (SAI OGQ – TDM)

- 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 OGQ in all such advertisement and promotion.
- 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 OGQ in all such advertisement and promotion.

- c) SAI shall have no objection if FPSG advertises and promotes the Programme at their own cost via various media and if FPSG organizes press conferences /issue press releases/briefings and activities FPSG shall give due mention of SAI. FPSG 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, FPSG shall suitably modify the contents thereof.
- d) The presence of FPSG as a partner for SAI OGQ - TDM Programme shall be duly displayed at NCOE IG Sports Complex.
- e) Composite logo of SAI and FPSG is annexed in Annexure-E and may be modified by the mutual consent of both Parties.

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

FPSG 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.



*[Signature]* 7



## 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 FPSG:

Foundation for Promotion of Sports and Games  
4th Floor, Anand 105 Building  
Dr. Ambedkar Road, Bandra West  
Mumbai – 400050

Addressed to: Managing Director & CEO

If to SAI:

Sports Authority of India  
Head Office Building  
Gate No: 10, Jawahar Lal Nehru Stadium  
New Delhi – 110003  
Addressed to: Director General

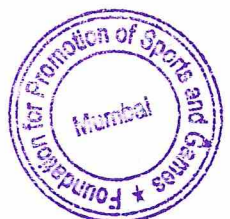
## 14. Miscellaneous

### 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

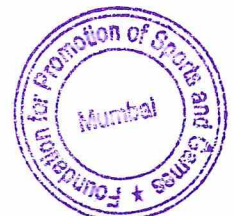
The fact that a Party fails to do, or delays in doing something, the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only 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, FPSG 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 FPSG 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) FPSG 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

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).

17.2 All such assets can be disposed of 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 of, 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 FPSG, 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.

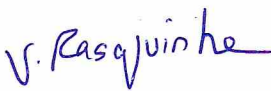
## 18. Disclaimer

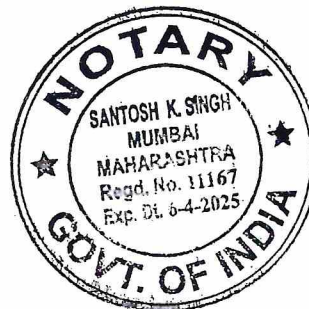
18.1 SAI does not take any liability towards authenticity of the documents submitted by the FPSG in support of their contribution in any form i.e. cash, kind or services under Clause 5, point 3 (a) and (b) of this agreement for the Programme .

**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  
Foundation for Promotion of Sports Authority of India  
Sports and Games

  
Mr. Shiv Sharma  
Regional Director,  
Sports Authority of India

  
Mr. Viren Rasquinha  
Managing Director and CEO,  
Foundation for Promotion of  
Sports and Games



**ATTESTED**

  
SANTOSH K. SINGH  
NOTARY  
MAHARASHTRA  
(Govt. of India)

  
18 OCT 2021

Annexure A

Schedule 1: General Information	
<b>Sports Authority of India Representative</b>	
Name	Shiv Sharma
Position	Regional Director
Contact Details	09868736927
<b>Foundation for Promotion of Sports and Games</b>	
Name	Viren Rasquinha
Position	Managing Director & CEO
Contact Details	09821279632



V.R.



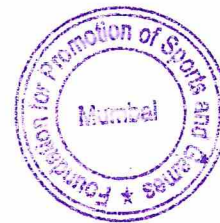
**Annexure B**  
**SAI FPSG TDM Performance Matrix (2021-24)**

**Performance Targets (Key Result Area):**

Event	Year	Qualification Expectations	Results
Commonwealth Games	2022	Full Team	1 top 4 in team events, 1 top 8 in individuals
Asian Games	2022	Full Team	1 top 4 and 1 top 6 in team events, 2 qualifiers beyond Round 1 in individual
Asian Championships	2022	Full Team	2 top 4 in team events, 1 medal, 1 other top 8 in individual
World Championships	2022	1 Team, 1 Individual	Participation
Asian Championships	2023	Full team	2 top 4 in team events, 2 medals, 1 other top 8 in individual
World Championships	2023	1 team, 2 Individual	Top 10 in team event, 1 beyond Round 1 in individual
International Events	2022-2024 (Olympic Qualifying Period)	Multiple Events	Multiple top 8 performances to improve world rankings for qualification
Olympics	2024	1 Team, 1 Individual	Finals qualification in team event, qualification to Round 2 in individual event
International Events	2024	Women's Team, Individual	Development of women cyclist



*[Handwritten Signature]*



*V. R.*

**Annexure C**  
**SAI obligations**

**A. Infrastructure & Support:**

1. Ensuring all required facilities available is of good standards, for Talent Group who would be resident at NCOE IG Sports Complex, New Delhi.
2. Ensuring admissions to nearby suitable schools for all Talent Group cyclist, as per availability;
3. Ensuring proper functioning and management of NCOE IG Sports Complex, New Delhi.

**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 NCOE IG Sports Complex.
3. Provide all available logistical support at Regional Centres / Institutes of SAI for talent scouting.

**C. Talent Nurturing at NCOE IG Sports Complex**



1. Provide standard residential accommodation and schooling to all talent group cyclist; bear expenses for above as per approved norms of SAI, MYAS;
2. Provide all required training equipment for talent group athletes /players. Dedicate use of the training at IG Sports Complex for the talent group athletes/players.
4. Provide access to the gymnasium/fitness room and its equipment for training of talent group ; equipment to be provide as per requirement
5. Provide coaches room forwork to accommodate at least 3-4 coaches;
6. Provide a consulting room for sports medicine experts on need basis;
7. Provide a meeting room to seat around 40-50 athletes/players/coaches , as and when required;
8. Secure participation of all talent group athletes/players in various District, State and National level competitions of CFI, SGFI and any other nationally recognized bodies; subject to the Rules and Regulations of SAI & SGFI
9. Provide annual health and accident insurance cover to all talent group cyclist as per SAI norms for NCOE.

**Annexure- D**  
**FPSG's Obligation**

1. Hiring of personnel for coaching (Indian and Foreign) –
  - Head coach
  - Assistant coaches
  - High Performance Director
2. Identification and conduct of professional development courses and seminars for Coaches





3. Hiring of personnel for sports science including but not limited to the following –
  - Physiotherapist
  - Nutritionist
  - Strength & Conditioning trainers
  - Sport Scientists
  - Sport Psychologists
  - Biomechanics experts
4. Provision of food supplement for athletes in consultation with chief coach, dietician and nutritionist.
5. Purchase of equipment's
6. Hiring of scouts, sport experts to identify talent from across the country.
7. Medical support in case of injuries which require hospitalization and surgeries.
8. Conduct of Anti-Doping awareness workshops and seminars for coaches and athletes.
9. Hiring of administration and operations personnel
10. Funding for travel, boarding and lodging for athletes, coaches and support staff for international training camps.
11. Funding for travel, boarding and lodging for athletes, coaches and support staff for international tournaments not funded by Govt/ SAI



V.R