

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SPORTS AUTHORITY OF INDIA (SAI)
AND
PULLELA GOPICHAND BADMINTON FOUNDATION (PGBF) FOR
ESTABLISHMENT OF SAI-GOPICHAND NATIONAL BADMINTON ACADEMY

This Memorandum of Understanding (MoU) signed on 24th November, 2015 at New Delhi between Sports Authority of India, a Society registered under the Societies Registration Act, 1860 in pursuance of the Resolution No.1-1/ 83/SAI dated 28th January 1984 of the Department of Sports, Govt. of India (hereinafter referred to as "SAI" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) of the FIRST PARTY.

AND

Pullella Gopichand Badminton Foundation, having its office at Survey No.91, Besides Infosys, Gachibowli, Hyderabad-500032, and having two Badminton Halls in Survey No.91 at the location mentioned above and one next to the Centre for Good Governance (CGG) in Survey No.91 through its Founder Shri Pullella Gopichand, (hereinafter referred to as "PGBF" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) of the SECOND PARTY for sharing of the facilities being developed at PGBF Unit next to CGG with financial assistance from National Sports Development Fund (NSDF).

Whereas Ministry of Youth Affairs and Sports, Government of India, Department of Sports, has granted a financial assistance of Rs.5.00 Crores under the NSDF for creation of facilities at the newly set up Badminton training facility of Pullella Gopichand Badminton Foundation (next to CGG) vide its approval letter dated 22.12.2012 read with letter dated January 24th, 2014 on the various terms and conditions contained therein,

And Whereas one of the terms and conditions of the aforesaid Financial assistance is that "Sports Authority of India and Pullella Gopichand Badminton Foundation will sign a Memorandum of Understanding (MoU) to facilitate utilization and sharing of the facilities being developed with NSDF assistance at PGBF."

And Whereas based on the aforesaid, this Memorandum of Understanding is being executed between the Parties on the various mutually agreed terms and conditions reproduced herein below:

NOW THIS MOU WITNESSETH AS UNDER:

1. USAGE LICENSE

- 1.1 Subject to and in accordance with the terms of this MOU, the Second Party hereby grants a license ("**License**") to the First Party to use the various facilities, amenities and all other related activities at the aforesaid facility next to CGG, which has been established by Pullela Gopichand Badminton Foundation for purpose set forth in this MOU.
- 1.2 The Second Party acknowledges the First Party to be its partner institution and agrees that the Academy would be named as "SAI-Gopichand National Badminton Academy" and the First Party will depute coaches and support staff as required.
- 1.3 The Academy will select 50 players in a nation-wide talent search scheme for induction essentially in the age group of 11 to 14 years with a provision for relaxation of age criteria (both lower and upper age limit) in cases of exceptional merit through the Management Committee consisting of Director General, SAI or his nominee, Shri Pullela Gopichand and a Trustee of PGBF.
- 1.4 The Management Committee will also be in-charge of all responsibilities and other tie-ups relating to equipment, schooling, nutrition, yoga, insurance etc. for players of "SAI-Gopichand National Badminton Academy". Badminton Association of India will be closely associated in matters relating to training.
- 1.5 Candidates from Telangana State shall be given due consideration upto 25% of the strength subject to meeting the induction criteria.
- 1.6 The First Party will depute Coaches from SAI and/or from affiliated Government Organisations like Railways, Oil & Natural Gas (ONGC) and other Central Government or State PSUs which will be selected by Shri Pullela Gopichand.
- 1.7 The players will have to wear the logos decided by the First Party.





2. DURATION

- 2.1 The term of license shall be for the period commencing from 24th November, 2015 to 23rd November, 2030 (i.e. for a period of 15 years).
- 2.2 After expiry of the Term, the term of the License, this may be extended for further periods on terms as may be mutually agreed between the First Party and the Second Party.

3. PROPERTY RIGHTS

- 3.1 The First Party shall *inter-alia* have the rights to use and utilise the various facilities at "SAI-Gopichand National Badminton Academy" for training camps, competitions, lodging and boarding of the sports personnel and officials of the First Party without any hindrance, disturbance and objection of the Second Party.
- 3.2 The First Party acknowledges that for all practical purposes the possession of the said facilities shall always remain the property of the Second Party.
- 3.3 The First Party will facilitate Custom clearance/Custom duty exemption as per extant policy, in procuring equipment related to training for use at the "SAI-Gopichand National Badminton Academy"

4. PAYMENT TERMS

The following will be the tentative cost of the Academy which will be sourced from Corporate Source Responsibility (CSR) funds mobilized by the First Party and its own budget as per provisions made, if required:-

- a) Food/Accommodation - As per SAI norms
- b) Shuttlecocks - 04 (four) per day per player (manufacturer sponsorship will also be tapped to the extent possible)
- c) Water & Electricity - As per actual.
- d) Coaches - As per requirement.
- e) Support staff - Physical trainer, Physiotherapist, Psychologist, Yoga Teacher, Masseur and Warden as per requirement.

cmv

[Signature]

5. NOTICES

All notices, consents, directions and approvals to be given by the First Party or the Second Party shall be in writing and may be sent on below mentioned address:

First Party: S.S. Chhabra,
Secretary, Sports Authority of India,
Jawaharlal Nehru Stadium Complex (East Gate)
Lodhi Road, New Delhi-110003.

Second Party: Pullela Gopichand,
Chairman,
Pullela Gopichand Badminton Foundation
Survey No.91, Besides Infosys, Gachibowli,
Hyderabad-500 032.

6. INDEMNITY

The Second Party agrees and undertakes to indemnify the First Party and keep the Second Party indemnified against all losses, claims, demands, actions, proceedings damages, costs or expenses or other liability arising in any way from this MOU or any breach of any of the Second Party's undertakings and commitment to permit the First Party for using and utilizing the various amenities and facilities at "SAI-Gopichand National Badminton Academy".

7. GOVERNING LAW AND JURISDICTION

This MOU shall, in all respects, be governed by the laws of India without reference to its conflict-of-law provisions. Subject to the below provision, the Courts in New Delhi shall have exclusive territorial jurisdiction out of or in relation to all disputes arising from or relating to this MOU.

8. DISPUTE RESOLUTION

The parties shall make every effort to resolve any dispute arising out of this MoU in an amicable manner conforming to the spirit of this MoU. 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 Secretary (Sports), MYA&S. Should the dispute not get resolved within 15 (fifteen) days, "Arbitration" as per provisions of Indian Arbitration Act., shall have exclusive jurisdiction to decide any matter arising hereunder.



9. TERMINATION


Either party may terminate this MoU 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 within 60 (sixty) days after being called upon to do so by written notice. In consequence of such termination of this MoU, all rights, opportunities and benefits granted under this MoU will immediately cease to operate.

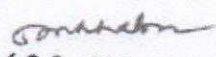
10. This MoU will be converted into an Agreement after a CSR Partner is identified which will be in the nature of Tripartite Agreement between the First Party, Second Party and the CSR Partner.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document by their duly authorised representatives in Delhi, India.

Executed for and on behalf of
Pullela Gopichand Badminton Foundation

Executed for and on behalf of
Sports Authority of India


(Pullela Gopichand)
Chairman, PGBF


(S.S. Chhabra)
Secretary, SAI

