



महाराष्ट्र MAHARASHTRA

2022

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८००००९५
21 JUN 2022
सक्षम अधिकारी

श्री. ए. व. सांगळे

AGREEMENT DATED 2ND SEPTEMBER 2022

BETWEEN

GLENMARK AQUATIC FOUNDATION

AND

SPORTS AUTHORITY OF INDIA



एम. एस. वर्गीस / M. S. VARUGHESE

कार्यकारी निदेशक / Executive Director

भारतीय खेल प्राधिकरण / Sports Authority of India

जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार)

Jawaharlal Nehru Stadium Complex (East Gate)

लोधी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3

000940

23 JUN 2023

जाडपत्र-9 Annexure - 1

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक पत्रात वेळापत्राचे स्थान

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Glenmark Aquatic Foundation
Glenmark House, B D Sawant Marg,
Andheri (E), Mumbai - 400046

23 JUN 2023

परमपूज्य मुद्रांक अधिकारी सभे

मुद्रांक पत्रात वेळापत्राचे स्थान

परमपूज्य मुद्रांक अधिकारी सभे

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मुद्रांक पत्रात वेळापत्राचे स्थान

Agreement

This Agreement ("Agreement") is made on this _____ and effective from 8th day of November 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");

AND

Glenmark Aquatic Foundation, a Public Charitable Trust registered under Bombay Public Trust Act, 1950 having its registered office at Glenmark House, B.D. Sawant Marg, Chakala, Andheri East, Mumbai 400 099, India (hereinafter referred to as "GAF").

SAI and GAF 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 is also entrusted with the responsibility of maintaining and utilizing sports infrastructure in SAI Stadia at Thiruvananthapuram, for and on behalf of the Ministry of Youth Affairs & Sports, Government of India.
- C. SAI maintains a swimming pool at the prestigious Lakshmbai National College of Physical Education (LNCPE), Thiruvananthapuram.
- D. GAF is a Public Charitable Trust registered under the Maharashtra Public Trust Act, 1950 with the object to encourage, promote and aid the development of the sports of swimming in India by providing ultra-modern infrastructure and specialized coaching to take this sport in India to an international level thereby contributing to the well-being of the society at large.

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:



एम. एस. वर्गीस / M. S. VARUGHESE
कार्यकारी निदेशक / Executive Director
भारतीय खेल प्राधिकरण / Sports Authority of India
जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार)
Jawaharlal Nehru Stadium Complex (East Gate)
लोदी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi 3



Operative Part

1. Definitions

In this Agreement:

“SAI” means Sports Authority of India.

“GAF” means Glenmark Aquatic Foundation.

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

“TDM” Talent Development and Management.

“SG-TDM” means SAI-Glenmark TDM Programme

“Objective” means the objectives of the Programme.

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

“Talent Nurturing” means all kind of support provided to the athletes.

“Policies & Procedure” means all LNCPE and 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 D** or such other person as is notified to GAF from time to time by SAI.

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

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

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

“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 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. Terms

This Agreement commences on the Effective Date and will remain valid for a period of four (4) years i.e. from 8th November 2022 to 7th November 2026, subject to the terms and conditions of this Agreement. The Parties may decide to further extend the term of the Agreement on performance review of the swimming center by GAF. Such extension of the Agreement 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 swimming in India in association with SAI at LNCPE through mutually agreed programme(s) wherein both the Parties have agreed to strive to achieve the performance of the athletes.



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5. Programme & Parties Obligations:

In order to achieve the Purpose of this Agreement:

1. SAI shall perform its Obligations as mentioned in **Annexure A**.
 2. GAF shall perform its Obligations as mentioned in **Annexure B**.
 3. Parties shall set measurable KRAs in terms of athlete development, performance, etc. The performance matrix as mentioned in **Annexure C**.
 4. 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.
 5. Talent Identification will be done by the Head Coach for swimming at LNCPE.
6. **Consideration:** In consideration of the collaboration between both the Parties for achieving the Purpose, GAF shall spend

Period (Term)	Sum in INR Lakh per annum
8 th November 2022 – 7 th November 2026	55- 60 Lakhs

- The amount mentioned above as GAF spend is the amount committed by GAF which will also include international trips, for above mentioned term.
 - There will be no spending on media and marketing from the agreed funds.
 - GAF shall obtain a certificate from a chartered accountant of the spends for the above mentioned term which certificate shall confirm that the spends are in line with the budget.
7. **Branding:** GAF is entering into collaboration with SAI for its Programme “TALENT DEVELOPMENT & MANAGEMENT”, (TDM) and this Programme shall be called “SAI-Glenmark TDM Programme” (SG-TDM) as mentioned in **Annexure E**.
- a) SAI shall reserve the right to advertise and promote the TDM Programme in audio, print, broadcast (Television and Radio), electronic and digital media. SAI shall give due mention of GAF 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 TDM Programme and its athletes. SAI shall give due mention of GAF in all such advertisement and promotion.
 - c) SAI shall have no objection if GAF advertises and promotes the TDM Programme at their own cost via various media and if GAF organizes press conferences /issue press releases/briefings and activities GAF shall give due mention of SAI. GAF 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, GAF shall suitably modify the contents thereof.
 - d) The presence of GAF as a partner for the Programme shall be duly displayed at LNCPE.

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- e) Composite logo of SAI and GAF is annexed in Annexure-E and may be modified by the mutual consent of both Parties.

8. Compliance of all Laws, Policies & Directions

GAF 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.

9. 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.

10. Force Majeure

10.1 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.

10.2. 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.

11. 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

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

12. 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 GAF:
Glenmark House, B. D. Sawant Marg,
Chakala, Andheri East,
Mumbai – 400 099, India
Addressed to: Trustee

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

13. Miscellaneous

13.1 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.

13.2 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.

13.3 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.

13.4 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.


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13.5 Time is of essence

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

13.6 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.

13.7 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.

14. 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.

15. 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, GAF 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 GAF 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) GAF 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.

16. Assets

- 16.1 All assets whether consumable or non-consumable created under the terms of this agreement shall be the property of LNCPE. Such assets shall be utilized for the execution of the Programme(s).



16.2 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.

16.3 All assets created under the Programme (s) under this agreement, whether under the obligation of SAI or GAF, these assets will be entered in the inventory register of LNCPE and shall be utilized in accordance with the terms and conditions of this agreement.

17. Disclaimer

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

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
Glenmark Aquatic Foundation

For **GLENMARK AQUATIC FOUNDATION**

Authorised Signatory

Name: Vijay Bharadwaj
Designation: Head, Operations

Executed for and on behalf of
Sports Authority of India



Name:
Designation:

M. S. Varughese

एम. एस. वर्गीस / M. S. VARUGHESE
कार्यकारी निदेशक / Executive Director
भारतीय खेल प्राधिकरण / Sports Authority of India
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Annexure A
SAI obligations

1. 50m swimming pool usage for 3 hours in the morning and 3 hours in the evening.
2. Assistant Coaches as per mutual agreement with both the Parties.
3. Gymnasium facility for use.
4. Hostel facility for number of athletes in exceptional and non-local athletes' cases and within the sanctioned strength of NCOE being a feeder centre.
5. Administrative support to manage the program effectively.
6. Tie up with local schools for outstation swimmers.



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Annexure B

Glenmark shall endeavor:

1. Full time Head Coach with National or proven credentials;
2. Full-time Assistant Coach with minimum 3 years of experience at a swimming academy;
3. Sports Science Support (Physio), post 6 months of starting the program and having minimum 40 swimmers;
4. Administration executive;
5. International Exposure;

(i) Performing swimmers in the centre will be eligible for a sponsored foreign meet exposure based on specific selection criteria. This criterion will be publicly displayed and shall be common. The criteria will include age and gender representation;

6. Consumables;

Any consumable equipment like lactate testers, snorkels etc will be provided to swimmers on a need basis.



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ग्लेनमार्क एक्वाटिक फाउंडेशन मुंबई
जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार)
लोदी रोड, नई दिल्ली-3

Annexure C

This centre will start from learn to swim and act as a feeder centre for (SAI National Centre of Excellence) NCOE, Delhi

Year	Main	KRA
2022	Have a base of 40 regular - Get 40 swimmers across age groups Ensure swimmers 10% swimmers become regular swimmers Do a learn to swim program	Get 40 swimmers across age groups Ensure swimmers 10% swimmers become regular swimmers
2023	Create a KRA based on Age Increase base Performance (benchmark)	Each Swimmer has targets Increase base to 50 Swimmers 5 State Medals and 2 National medals
2024	Create a KRA based on Age Increase base Performance	Each Swimmer has targets in water and land, ensure 80% swimmers achieve it Improve intake quality 15 State Medals and 5 National medals
2025	Create a KRA based on Age Feeder Performance	Each Swimmer has targets in water and land, ensure 90% swimmers achieve it Provide 5 swimmers to Delhi at Age group 25 State Medals and 10 National medals
2026	Create a KRA based on Age Feeder Performance	Each Swimmer has targets in water and land, ensure 90% swimmers achieve it Provide 10 swimmers to Delhi at Age group 15 National medals and 2 International medals



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 Jawaharlal Nehru Stadium Complex, New Delhi



Annexure D

Schedule 1: General Information	
Sports Authority of India Representative	
Name	Shiv Sharma
Position	Executive Director
Contact Details	Ops-sai@gov.in 01124362719
Glenmark Aquatic Foundation	
Name	Vijay Bharadwaj
Position	Head, Operations
Contact Details	Vijay.bharadwaj@glenmarkaquatic.org 9820466255



BEJINDRANAV S M...
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Annexure E



**TALENT IDENTIFICATION,
DEVELOPMENT AND MANAGEMENT**



एम. एस. वर्गीस / M. S. VARUGHESE
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2023/11/15

ಶ್ರೀ ಶ್ರೀ ಶ್ರೀಶಂಕರ ಮಠ
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ಶ್ರೀಶಂಕರ ಮಠ, ಸಾಧುಗಳಿಗೆ ಸೇವೆ
ಶ್ರೀಶಂಕರ ಮಠ, ಸಾಧುಗಳಿಗೆ ಸೇವೆ
ಶ್ರೀಶಂಕರ ಮಠ, ಸಾಧುಗಳಿಗೆ ಸೇವೆ