

SPORTS AUTHORITY OF INDIA

74th MEETING
OF THE
FINANCE COMMITTEE

*SUPPLEMENTARY
AGENDA*

Date: June 22, 2016 (Wednesday)
Time: 11.00 a.m.
Venue: Conference Room, 1st Floor, NDTL Building
Adjacent SAI Head Office, Lodi Road
New Delhi- 110 003

74th Meeting of Finance Committee of SAI

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Supplementary Agenda Item No.1

Academies to have the same norms as Junior National Camps

The National Sports Academies forms the latest offering in Sports Promotional Scheme of SAI. Various Sports Academies are being set up by SAI, in collaboration with the National Sports Federations to attract sports talent in respective discipline in the age group of 12 to 25 years. The Academy Scheme envisages high level modern training centres in single sports discipline having good sports facilities, equipment, requisite sports science infrastructure as well as qualified personnel to the talent group of sports persons with focus on Medal winning in Olympics and other International events. The Sports Academies are having both residential and non-residential trainees. Each Academy will function under tripartite agreement under PPP mode, wherein the roles of SAI, the concerned federation and the sponsor shall be defined. As per the standard guidelines, the annual recurring budget to be borne by SAI is equivalent to the norms of centre of excellence scheme of SAI i.e. boarding charges @ Rs. 225 per day per trainee, Sports Kit @ Rs. 6000 per trainee per annum, Competition exposure @ Rs. 6000 per trainee per annum, Medical expenses @ Rs. 2000 per trainee per annum, Miscellanies expenses @ Rs. 850 per trainee per annum and Medical insurance @ Rs. 200 per trainee per annum.

However, it is felt that in order to achieve the goals of Academy, higher level of training including scientific backup and foreign exposure is required for which the COE Norms are not sufficient in many cases and need upward revision to the at least the level of junior National camp.

The norms for the Junior National Camps under the scheme of assistance to National Sports Federation of MYAS are as under:

Sr. No.	Heads	Norms
1.	Boarding charges	Rs. 450 per day per trainee (supplement diet charges up to Rs. 700 per athlete for heavy and middle weight power events, up to 400 for endurance, team and low weight power events and up to 300 per trainee per day for skill events)
2	Lodging charges	Rs. 1500 per trainee per day for X&Y category cities notified by Deptt. Of expenditure and Rs. 1200 per trainee per day for rest of India.
3	Sports Kit	Rs.10,000 per year per trainee
4	Medical Insurance Policy	Up to 05 lac and specialized treatment of active elite sports persons who have representative India in International Sports competitions on case to case bases as per the approval of Govt. of India
5	Tournament Exposure	Actual restricted to 3 rd AC train fare/by economy class air fare for north-east region and competitions abroad
6	Field of play (FOP) Charges for camps	A multipurpose hall up to Rs. 10,000 per day and outdoor facility up to Rs. 5,000 per day

(Availability of foreign coaches, scientific backup etc)

Concurrence may be accorded to bring the academies at par with the norms of Junior National Campers. Further DG, SAI may delegated the power to change the norms of the National Sports Academies within the Junior National Camps limit.

Supplementary Agenda Item No.2

Establishment of SAI - Gopichand National Badminton Academy at Hyderabad with CSR Partner(Draft Agreement enclosed)

SAI Gopichand National Badminton academy has been established under Memorandum of Understanding signed on 24.11.2015 at Gachibowli, Hyderabad between Sports Authority of India and Pullela Gopichand Badminton Foundation (PGBF). As per the MOU the tentative cost of academy will be sourced from corporate source responsibility (CSR) funds mobilized by Sports Authority of India and it's on budget as per the following provisions, if required.

- | | | |
|------------------------|---|---|
| a. Food/Accommodation | - | As per SAI Norms |
| b. Shuttlecocks | - | 04 (four) per day 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. |

As per the MOU Sports Authority of India have right to use and utilize the various facilities at SAI - Gopichand National Badminton Academy for training camps, Competitions, Lodging and Boarding facilities, however, the said premises would remain the property of Pullela Gopchand Badminton Foundation. Sports Authority of India would also 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.

Sports Authority of India have identified the CSR Partner i.e. HVR Sports INC which is a property of Harshavardhan Reddy (hereinafter referred to as "HVR Sports INC" represented by its owner "Mr. Harshavardhan Reddy. The CSR Partner has agreed to provide financial assistance up to one crore per year towards the cost of advanced foreign training and foreign exposure to the identified talent group Badminton players of the SAI - Gopichand National Badminton Academy.

After the mutual consent the role of the three parties i.e. Sports Authority of India, Pullela Gopichand Badminton Foundation and HVR Sports INC (CSR Partner) the following has been agreed upon:

1. Obligations of PGBF:

a) Identification of Talent for SAI - Gopichand National Academy

- a. To design, guide and monitor the talent identification process;
- b. Design talent identification matrix and processus
- c. Design the communication programme
- d. Assist in communication efforts aimed at attracting maximum participation.
- e. Lead the execution of the talent identification programme, including final identification of talent.
- f. To provide high level coaching, vision related to high level training programme leading to the highest level of international participation of Indian Badminton Team, training ground, hostel and supply of shuttlecocks.

b) Talent Nurturing at SAI- Gopichand National Academy

- a. Identify, source and appoint the coaching staff for SAI- Gopichand National Academy talent group players, including a Head coach, Coaches, Physical fitness trainer Accountant, Warden etc. The engagement of personnel scouted by the PGBF related to the training team will need prior approval of Executive Board, SAI- Pullela Gopichand National Academy. SAI will fund for the arrangement of Minimum staff as per SAI norms. The selection of the Sports Science and Sports medicine team is the prerogative of SAI.
- b. Provide mentorship for the programme through highly experienced foreign coach /experts by the mutual consent of the parties to guide the planning and execution of the training programme for SAI- Pullela Gopichand National Academy talent group players HVR met funds for foreign coaches. This will include, but not be limited to:

Creating comprehensive training programmes for talent group, regular monitoring of the programmes, providing support to expert coaches and sports science and sports medicine team, suggesting special interventions for outstanding badminton players among the group including creating of long term development plans, helping identify appropriate foreign training environments and networking to locate these outstanding Players in these environments, etc.

- c. To organize competition, tournament, matches at academy at various levels with mutual consent of parties
- d. To provide high level coaching, vision related to high level training programme leading to international participation of Indian Badminton Team, with focus on medal in Olympics & other international events.
- e. Aim to make the academy as Asia's best within next 5 years.

C. Advanced foreign training and competitions

HVR INC provides financial support for advanced foreign competition and training by foreign coaches for identified talent group badminton players. HVR INC shall bear costs and expenses upto a sum of Rs. One Crore p.a. towards their foreign exposure/training for badminton player each year;

2. Obligations of SAI:

a) a. Talent Nurturing at SAI - Gopichand National Academy

1. SAI will fund for the boarding, lodging, domestic competitions, medical expenses/insurance, sports kit and mis. Expenses of trainees. SAI will also bear the actual cost of electricity and water charges of the premises of SAI- Gopichand National Academy at Hyderabad as per the details;
 - i. Boarding expenses @ 450 per day for 330 day
 - ii. Sports Kit @ Rs 6000 annual
 - iii. Domestic Competition Exposure @ Rs 6000 annual
 - iv. Medical expenses @ Rs 2000 annual
 - v. Medical insurance @ Rs. 200 per annual.
 - vi. Other Expenses @ Rs 850 annual
 - vii. Accommodation @ Rs 4500 per month
 - viii. Electricity and water as per actual (roughly calculated @ Rs 2 lakh per month).

2. Provide coaches and staff and fund for the engage of contractual staff;

A. Coaches & Administrative Support

1.	One Warden	@ Rs 25,000 p.m.
2.	One Fitness and Yoga Experts (one session daily)	@ Rs 25,000 p.m.
3.	One Psychologist - having Masters in Sports Psychology/Clinical Psychology/ Applied Psychology + 8 Years of Work Experience in the relevant field. OR One Psychologist - having Masters in Sports Psychology/Clinical Psychology/ Applied Psychology + 2Years of Work Experience in the relevant field.	50,000 OR Rs 1500 (per visit) 40,000 OR Rs 1200 (per visit)
4.	One Nutritionist - having Masters in Sports Nutrition/Foods & Nutrition/Nutrition & Dietitians + 8 Years of Work Experience in the relevant field. OR One Nutritionist - having Masters in Sports Nutrition/Foods & Nutrition/Nutrition & Dietitians + 2 Years of Work Experience in the relevant field	50,000 OR Rs 1500 (per visit) 40,000 OR Rs 1200 (per visit)
5..	Tutor for academic tuitions for trainees as per requirement.	As per requirement and the rates prevailing in Hyderabad.
6.	Accounts Staff – One	Rs 15,000-20,000 depending upon the competence.
7.	Sports Analyst Software – One	Rs 15,000- 20,000 depending upon the competence

3. Role of HVR INC.

- (a) To provide financial support for advanced foreign competition and training for identified talent group badminton players. HVR INC. shall bear costs and expenses to a sum of Rs. One Crore p.a. towards their foreign exposure/training for badminton player each year;
- (b) HVR will take up active role wherever there is a shortage of resources from SAI or PGBF.

The draft agreement is **annexed as annexure**.

Concurrence of Finance Committee is solicited for establishment of SAI - Gopichand National Badminton Academy at Hyderabad with CSR Partner on the above lines.

AGREEMENT

BETWEEN

SPORTS AUTHORITY OF INDIA

AND

PULLELA GOPICHAND BADMINTON FOUNDATION (PGBF)

FOR THE PROGRAMME

And

The HVR Sports INC. (CSR Partner)

for

'Establishment of SAI-Gopichand National Badminton Academy'

At Hyderabad

THIS AGREEMENT is made on this ____ day of ____ 2016 (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 Your Affairs & Sports (Govt. of India), and having its registered officer at East Gate Jawaharlal Nehru Stadium Complex, Lodhi Road, New Delhi 110003, and India (hereinafter referred to as “SAI”

And

Pullela Gopichand Badminton foundation (PGBF) Pullela 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 Cnre for Good Governance (CGG) in Survey No. 91 thorough Founder Shri 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).

And

The HVR Sports INC. a property of Harshvardhan Reddy (hereinafter referred to as “HVR Sports INC” represented by its owner “Mr. Harshavardhan Reddy”

SAI, PGBF and The HVR Sports INC. 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 promote sports across the country through its Regional Centres and other filed 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. Pullela 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 Cnre for Good Governance (CGG) in Survey No. 91 thorough Founder Shri Gochand, (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.

- C. **Sports Authority of India** , a society existing and registered under the Societies Registration Act, 1860, a field arm of Ministry of Youth Affairs & Sports (Govt. of India), and having its registered officer at East Gate Jawaharlal Nehru Stadium Complex, Lodhi Road, New Delhi 110003, and India (hereinafter referred to as “SAI”

Sports Authority of India, Pullela Gopichand Badminton Academy wishes to achieve its Objectives namely, to identify talent at National level, to provide skill development and the resources necessary for competition at the highest level, to provide athletes with an avenue to pursue State, National and International representation of sports of badminton, to provide athletes with education and experience through the association with the combined knowledge of coaches in the discipline of badminton, 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 badminton through its strategy of talent scouting at micro level & nurturing talent towards excellence on the basis of continued training with sports science personnel & 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.

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 hereunder:-

Operative Part

1. Definitions

In this Agreement:

“SAI” means Sports Authority of India.

“PGBF” means Pullela Gopichand Badminton foundation (PGBF).

“The HVR Sports INC.” means a property of Harshvardhan Reddy (hereinafter referred to as “HVR Sports INC” represented by its owner “Mr. Harshavardhan Reddy”

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

“TIDM” Talent Identification, Development and Management.

“PGBF-TIDM” means SAI-Pullela Gopichand Badminton Foundation TIDM Programme

“Objective” means the objectives of SAI-PGBF ACADEMY.

“Talent Group” means SAI-Pullela Gopichand National Badminton Academy trainees admitted through National Badminton Talent Identification / National Selections conducted across the country.

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

“Talent Nurturing” means all kind of supports provided to the SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY trainees.

“Policies & Procedure” means all SAI-Pullela Gopichand National Badminton Academy 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 or such other person as is notified to the PGBF and HVR Inc. from time to time by SAI.

“PGBF Representative” means the person identified or such other person as is notified to SAI and HVR Inc. from time to time by PGBF.

“HVR INC. Representative” means the person identified in or such other person as is notified to SAI and PGBF Inc. from time to time by HVR INC.

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

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

“GOI” means The Government of India.

“Laws” means the requirements of all statutes, rules, regulations, proclamations, ordinances, by-laws present of future, including without limitation the SAI rules & regulations, as amended from time to time.

“Term” means the term of this Agreement specified in Clause 03.

“Venue” means the venue or locations to be utilized in connection with the implementation of the programme (s) for achieving objectives of SAI-PGBF ACADEMY.

“Competition Exposure” means participation of SAI-Pullela Gopichand National Badminton Academy trainees in the Domestic /International Competitions recognized by Badminton Federation of India /SAI.

“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.

“Talent Scouting Team” means a team comprising of members recruited and trained by PGBF for the purpose of talent identification and the selection committee of SAI-PGBF ACADEMY.

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.

3. Terms

This Agreement commences on the date of execution by all three parties and will remain in force until the date, unless terminated earlier in accordance with this Agreement. The term of this Agreement may further be renewed by the parties, on mutual Agreement, upon such terms & conditions as may be mutually agreed to.

4. Purpose

The purpose of this Agreement is collaborations of the parties for achieving the objectives of SAI Pullela Gopichand Badminton Academy through mutually agreed programme(s) for Talent Identification, Development and Management (TIDM)

5. Programme :

In order to achieve the Purpose of this Agreement, the parties shall conduct the following programmes ("Programme") and any other programme (s) as may be decided mutually by all the parties in accordance with the spirit of this Agreement:

a) Talent Identification consists of the following major components:

- i. Designing of talent identification matrix;
- ii. Designing the process for identifying talent;
- iii. Building a scouts team, either from existing SAI coaches or new recruits;
- iv. Training scouts team;
- v. Take up talent hunt drive and communicating the programme in geographies where talent is to be identified, so as to attract greater participation;
- vi. Execution of the programme across geographies/locations, at least once each year;
- vii. Selecting a talent pool of around 40-50 badminton player each year to be inducted in SAI-PGBF ACADEMY.

b) Development and Management consists of the following major components:

i. Infrastructure & Support;

1. Ensuring all required facilities available are of good standards, for Talent Group who would be resident at the Guchiwali Stadium, Hyderabad;
2. Ensuring admissions to nearby suitable schools for all Talent Badminton Players;
3. Ensuring proper functioning and management of the Training Venue at the SAI-PGBF ACADEMY, Hyderabad.

ii. Coaching Staff:

1. Building a team of coaches led by a head coach for training of Talent Group;
2. Building an extended team of sports science & sports medicine experts including sports physiotherapist, yoga sports, sports nutritionist, etc. to support the above team of coaches.

iii. Training programme :

1. Develop and execute a comprehensive training programme for the Player;
2. Provide regular, high level mentor support from team of foreign coach/s in programme design and execution;
3. Provide academic and vocational guidance preferably through distance education to Talent Group player so as to help them successfully pursue their academic and sport goals;
4. Periodically (at least once each year) review performance and re-admit those that meet certain pre-defined objective criteria of selection.

iv. Advanced foreign training and competitions :

1. Identify players from Talent Group based on objective criteria for advanced training and competitions (Domestic & International) by a duly appointed selection committee notified by SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY in consultation with PGBF.
2. Send players identified above for foreign training and competition to the highest level.
3. The list of selected SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY trainees will be duly vetted by the Executive Board of SAI-PGBF ACADEMY

6. Operation and Management: SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY is governed by Executive Board. The members from PGBF and one representative of HVR INC. are being inducted into the EB purely for the matters related to this agreement; therefore, PGBF will have equal representation with SAI on the Executive Board and one representative of HVR Sports INC. Members from SAI, PGBF and representative of HVR INC. and International Athletes will be associated as special invitees to the EB meetings & Selection Committee.

a. The EB will constitute of the following members:

1. Director General, SAI – Chairman
2. Pullela Gopichand– Co-Chairman
3. Executive Director (Operation)- Member
4. Executive Director (Finance), SAI - Member
5. Executive Director (TEAMS), SAI – Member
6. President of Badminton Federation of India / a Nominee – Member
7. Three nominees of PGBF – Member

b. Selection committee of the following members :

1. Head Coach - Lead Member PGBF
2. Technical Director- member PGBF
3. SSO, SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY- member
4. Advisor Sports Medicine – member
5. Sr Coach, SAI- member by nomination
6. Rep of Badminton Federation of India- member by nomination
7. Chief Operating Officer, Member Secretary

7. Obligations of the parties :

PGBF, HVR Sports INC is the knowledge and Implementation partner for this programme, TIDM

7.1 Obligations of PGBF: Execute the following in consultation with SAI for implementation of TIDM Programme.

a. Identification of Talent for SAI-PGBF ACADEMY

- a. Appoint expert to design, guide and monitor the talent identification process;
- b. Design talent identification matrix and processus
- c. Design the communication programme
- d. Assist in communication efforts aimed at attracting maximum participation.
- e. Lead the execution of the talent identification programme, including final identification of talent.
- f. PGBF will provide high level coaching, vision related to high level training programme leading to the highest level of

international participation of Indian Badminton Team, training ground, hostel and supply of shuttlecocks.

b. Talent Nurturing at SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY

- a. Identify, source and appoint the coaching staff for SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY talent group players, including a Head coach, Coaches, Physical fitness trainer Accountant, Warden etc. The engagement of personnel scouted by the PGBF related to the training team will need prior approval of Executive Board, SAI-PGBF ACADEMY. SAI will fund for the arrangement of Minimum staff as per SAI norms. The selection of the Sports Science and Sports medicine team is the prerogative of SAI.
- b. Provide mentorship for the programme through highly experienced foreign coach /experts by the mutual consent of the parties to guide the planning and execution of the training programme for SAI-Pullela Gopichand National Badminton Academy talent group players HVR met funds for foreign coaches. This will include, but not be limited to :

Creating comprehensive training programmes for talent group, regular monitoring of the programmes, providing support to expert coaches and sports science and sports medicine team, suggesting special interventions for outstanding badminton players among the group including creating of long term development plans, helping identify appropriate foreign training environments and networking to locate these outstanding Players in these environments, etc.

- c. To organize competition, tournament, matches at academy at various levels with mutual consent of parties
- d. To provide high level coaching, vision related to high level training programme leading to international participation of Indian Badminton Team, with focus on medal in Olympics & other international events.
- e. Aim to make the academy as Asia's best within next 5 years.

c. Advanced foreign training and competitions

- i. HVR Sports INC. provide financial support for advanced foreign competition and training by foreign coaches for identified talent group badminton players. HVR INC. shall bear costs and expenses upto a sum of Rs. One Crore p.a. towards their foreign exposure/training for badminton player each year;

7.2 Obligations of SAI:

a. Talent Nurturing at SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY

1. SAI will fund for the boarding, lodging, domestic competitions, medical insurance, sports kit and misc. Expenses of trainees. SAI will also bear the actual cost of electricity and water charges of the premises of SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY at Hyderabad;
2. Provide coaches and staff and fund for the engage of contractual staff;
3. Provide annual health and accident insurance cover to all talent group badminton players as per SAI norms for SAI-PGBF ACADEMY.

8. Role of HVR Sports INC.

- (a) HVR Sports INC. provide financial support for advanced foreign competition and training for identified talent group badminton players. HVR Sports INC. shall bear costs and expenses to a sum of Rs. One Crore p.a. towards their foreign exposure/training for badminton player each year;
- (b) HVR Sports Inc. will take up active role wherever there is a shortage of resources from SAI or PGBF.

9. The following activities would be taken up with the mutual consent of all parties:-

- (i) Growth of the academy through increase in the strength of the center in future including infrastructure as per need.
- (ii) Explore areas of potential Revenue Generation to make the academy self sustainable in the long run i.e. getting sponsors, advertisement etc.
- (iii) Also promote sports among the people with disability and special player.
- (iv) Explore possibility of make in India, small scale industry for sporting equipment in the vicinity.
- (v) Liaison with Govt. and other bodies for similar sports activities, if required, to ensure growth.

10. Compliance of all Laws, Policies & Directions

The PGBF and HVR Sports INC undertake 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 in respect of any breach of such laws;
- (b) Ensure that its procedures are not contrary to the policies and procedure of SAI.

11. 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.

12. Force Majeure

12.1 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 result from Force Majeure; and
- (b) That party has used all reasonable endeavors to minimize the Force Majeure impact on its ability to so perform.

12.2 A party seeking to rely on the provisions of this clause may do so only if notice in writing identifying the event relied on 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.

13. 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 into this Agreement

14. Notices

A notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Hand delivered or posted to that party at its address set out in Schedule 1;
- (b) Emailed to that party at its email address set out in Schedule 1.

15. Miscellaneous

15.1 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.

15.2 Entire Agreement

This Agreement contains everything the parties have agreed in relation to the matters it deals with. No party can rely on 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 by law.

15.3 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 things that another party from time to time reasonable requests to effect, perfect or complete this Agreement and all transactions incidental to it.

15.4 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

15.5 Time of essence

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

15.6 Variation

No modification or variation of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

15.7 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.

16. 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 courts of Delhi shall have exclusive jurisdiction to decide any matter arising hereunder.

17. Termination

- (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 & benefits granted under this Agreement will immediately cease.

18. Assets

- 18.1 All assets whether consumable or non consumable created under the terms of this agreement shall be the property of SAI-PGBF ACADEMY. Such assets shall be utilized for the execution of the programme(s)
- 18.2 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
- 18.3 All assets created under the programme (s) under this agreement, whether under the obligation of SAI or PGBF, these assets will be entered in the inventory register of SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY and shall be utilized in accordance with the terms and conditions of this agreement.

19. Disclaimer

- 19.1 SAI does not take any liability towards authenticity of the documents submitted by PGBF and HVR. INC in support of their contribution in any form ie cash, kind or services in this agreement for the programme TIDM.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document in two (02) copies by their duly authorized representatives in Delhi, India

Signature of All Parties
Witnesses

SCHEDULE –I

Schedule 1: General Information	
Terms of agreements	
End Date	----- years from the date of Execution of this Agreement. The term can be extended further on mutually agreed terms & conditions.
Sports Authority of India Representative	
Name	Mr. Hira Ballabh, IRAS
Position	Executive Director (Operation), Sports Authority of India
Contact Details	+91-11-24362734 Hiraballabh.sai@gmail.com
Pullela Gopichand Badminton Foundation	
Name	Mr. Pullela Gopichand
Position	Chaiman
Contact Details	Shri Pullela Gopichand Survey No. 91 Gochibowli Hyderabad-500032 Email Id:- gopichand.academy@gmail.com Phone Number:- 040-23005369
HVR Sports INC.	
Name	Mr. Harshvardhan Reddy
Position	Owner of HVR Sports Inc.
Contact Details	

OBLIGATIONS OF PARTIES

1. Obligations of PGBF: Execute the following in consultation with SAI for implementation of TIDM Programme.

c) Identification of Talent for SAI-PGBF ACADEMY

- g. Appoint expert to design, guide and monitor the talent identification process;
- h. Design talent identification matrix and processus
- i. Design the communication programme
- j. Assist in communication efforts aimed at attracting maximum participation.
- k. Lead the execution of the talent identification programme, including final identification of talent.
- l. PGBF will provide high level coaching, vision related to high level training programme leading to the highest level of international participation of Indian Badminton Team, training ground, hostel and supply of shuttlecocks.

b. Talent Nurturing at SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY

- f. Identify, source and appoint the coaching staff for SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY talent group players, including a Head coach, Coaches, Physical fitness trainer Accountant, Warden etc. The engagement of personnel scouted by the PGBF related to the training team will need prior approval of Executive Board, SAI-PGBF ACADEMY. SAI will fund for the arrangement of Minimum staff as per SAI norms. The selection of the Sports Science and Sports medicine team is the prerogative of SAI.
- g. Provide mentorship for the programme through highly experienced foreign coach /experts by the mutual consent of the parties to guide the planning and execution of the training programme for SAI-Pullela Gopichand National Badminton Academy talent group players HVR met funds for foreign coaches. This will include, but not be limited to :

Creating comprehensive training programmes for talent group, regular monitoring of the programmes, providing support to expert coaches and sports science and sports medicine team, suggesting special interventions for outstanding badminton players among the group including creating of long term development plans, helping identify appropriate foreign training environments and networking to locate these outstanding Players in these environments, etc.

- h. To organize competition, tournament, matches at academy at various levels with mutual consent of parties
- i. To provide high level coaching, vision related to high level training programme leading to international participation of Indian Badminton Team, with focus on medal in Olympics & other international events.

- j. Aim to make the academy as Asia's best within next 5 years.

c. Advanced foreign training and competitions

HVR Sports INC provide financial support for advanced foreign competition and training by foreign coaches for identified talent group badminton players. HVR INC. shall bear costs and expenses upto a sum of Rs. One Crore p.a. towards their foreign exposure/training for badminton player each year;

2. Obligations of SAI :

a. Talent Nurturing at SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY

- 2 SAI will fund for the boarding, lodging, domestic competitions, medical insurance, sports kit and misc. Expenses of trainees. SAI will also bear the actual cost of electricity and water charges of the premises of SAI-PULLELA GOPICHAND NATIONAL BADMINTON ACADEMY at Hyderabad;
- 3 Provide coaches and staff and fund for the engage of contractual staff;
- 4 Provide annual health and accident insurance cover to all talent group badminton players as per SAI norms for SAI-PGBF ACADEMY.

3. Role of HVR INC.

(c) HVR INC. provide financial support for advanced foreign competition and training for identified talent group badminton players. HVR INC. shall bear costs and expenses to a sum of Rs. One Crore p.a. towards their foreign exposure/training for badminton player each year;

(d) HVR will take up active role wherever there is a shortage of resources from SAI or PGBF.

B. Boarding, Lodging & Miscellaneous Expenses

1. Boarding expenses @ 450 per day for 330 day
2. Sports Kit @ Rs 6000 annual
3. Domestic Competition Exposure @ Rs 6000 annual
4. Medical expenses @ Rs 2000 annual
5. Other Expenses @ Rs 850 annual
6. Accommodation @ Rs 4500 per month
7. Electricity and water as per actual (roughly Calculated @ Rs 2 lakh per month).
(Shuttle cocks will be supplied by Gopichand Foundation)

C. Coaches & Administrative Support

1.	One Warden	@ Rs 25,000 p.m.
2.	One Fitness and Yoga Experts (one session daily)	@ Rs 25,000 p.m.
3.	One Psychologist - having Masters in Sports Psychology/Clinical Psychology/ Applied Psychology + 8 Years of Work Experience in the relevant field. OR One Psychologist - having Masters in Sports Psychology/Clinical Psychology/ Applied Psychology + 2Years of Work Experience in the relevant field.	50,000 OR Rs 1500 (per visit) 40,000 OR Rs 1200 (per visit)
4.	One Nutritionist - having Masters in Sports Nutrition/Foods & Nutrition/Nutrition & Dietitians + 8 Years of Work Experience in the relevant field. OR One Nutritionist - having Masters in Sports Nutrition/Foods & Nutrition/Nutrition & Dietitians + 2 Years of Work Experience in the relevant field	50,000 OR Rs 1500 (per visit) 40,000 OR Rs 1200 (per visit)
5..	Tutor for academic tuitions for trainees as per requirement.	As per requirement and the rates prevailing in Hyderabad.
6.	Accounts Staff – One	Rs 15,000-20,000 depending upon the competence.
7.	Sports Analyst Software – One	Rs 15,000- 20,000 depending upon the competence

Supplementary Agenda Item No.3

Proposal for re-designation to the officials to the next higher post on completion of 20 years of service without any financial benefit.

Backgrounds leading to the above matter are explained in the following paragraphs.

1. The administrative structure of SAI is based on the analogy of field organizations of Govt. of India with 5-tier hierarchy. There are about 30 cadres operated in Group B,C & D categories. However, due to structural defects in the pyramid of the Organization and huge intake of officials during the formation of the Organization and merger of SNIPES/NIS, Patiala, a situation has arisen where the employees are working in the same level for more than 20 years due to non-availability of vacancies at higher level.
2. This situation of stagnation is prevalent in some of the grades across the structure below Dy. Director level and is one of the most de-motivating factors among the SAI employees as some of their colleagues with only few years of seniority have reached higher level.
3. In this connection, it may be worth mentioning here that there have been a lot of efforts in the past to restructure the Organization, including the on-going cadre restructuring process which seems to be a cumbersome and time-consuming process, more so, in the wake of stringent parameters/yardsticks adopted by Ministry of Finance on creation and up-gradation of the posts.
4. Though not an alternative to restructuring proposals, it is proposed that the official who have received two financial up-gradations under ACP/MACP Scheme on the same level, may be upgraded by way of granting them designation of the next higher post. This up-gradation, however, will not be applicable in the case of isolated cadres and will only be applicable to the cadres which are having promotional avenues. Also, **there is neither any financial implication involved in the measure nor there will be any change in the overall number of sanctioned posts in the given cadres as only the designation will get changed.** Besides, it will not have any effect on the eligibility for promotion as per normal process as prescribed in the RRs.
5. As per Rules 34(b) (viii) of the Memorandum of Association & Rules of SAI and Bye-law 9(c) of the Financial Bye-laws of SAI, the above exercise does not require approval of MYAS as the same is well within the powers of the Governing Body of SAI Several employees will get benefitted from this move .
6. Accordingly, Proposal for Re-designation of Assistant Directors and LDCs who have completed the services of 20 years or more and not got any promotion to the next post in hierarchy i.e. Deputy Director and UDCs were approved by the Hon'ble MOS (YA&S) on the following conditions.
 - i) No new proposals of similar nature shall be entertained in future.
 - ii) No additional financial implications are involved and the Grade pay of all those incumbents who will be re-designated as Deputy Directors will remain the same.
 - iii) No new claims will be entertained for higher benefits because of the re-designation. An undertaking may also be obtained from the concerned persons in this regard.

7. In the case of LDCs the cut of date was taken up-to 1990 batch and in case of Assistant Director the cut of date was up-to 1993. Accordingly, the benefit of such re-designation was granted to only 9 Assistant Directors and 20 LDCs at Head Office posted all over India.
8. The representation for re-designation from many other cadres employees and also from the same cadres are being received from those who have not been extended this benefit even after completion of service of more than 20 years.
9. It is further submitted that after implementation of the 6th Pay Commission , all Group D posts were converted into MTS and classified as Group C posts with Grade Pay of Rs.1800/-.

Concurrence of Finance Committee is solicited for extending the benefit of re-designation to remaining Assistant Directors, LDCs and other cadres at SAI Head Office, Institutions and Regional Centers on the same terms & conditions, those who have completed 20 years service and drawing Grade Pay equivalent or more to the next post in hierarchy of their cadres, which are promotional avenues with no financial implication to the organization.

Supplementary Agenda Item No.4

Establishment of SAI Regional Centre at Zirakpur, District Mohali , Phase-1 at an estimated cost of Rs. 12.95 crores

Back Ground and Justification

The Govt. of Punjab has provided a piece of land measuring 73 Bhigas and 06 Biswas to Sports Authority of India for the establishment of full-fledged Regional Centre at Zirakpur. The MOU has already been executed between the Municipal Council, Zirakpur, SAI and Director (Sports), Punjab on 19th November, 2013.

The above work has been approved in Principal in 72nd FCM of SAI, but due to budget constraints no work has yet been approved and the authorities of Municipal Council, Zirakpur have given ultimatum to take back the prime land from SAI.

It is submitted that it was proposed to create the following infrastructure for the establishment of SAI Regional Centre at Zirakpur.

1. C/o 100 bedded Girls Hostel
2. C/o 100 Bedded Boys Hotel.
3. C/o Administrative Building
4. Development Works
5. C/o over head water tank
6. Development of site
7. Street lighting
8. C/o of sewerage of treatment plant
9. C/o of boundary wall, entrance gate, security etc
10. Play field
11. C/o Residential Flats
12. C/o Recreational Centre/MP Hall
13. C/o of Swimming Pool.

The rough estimated cost for creating the above infrastructure as per the preliminary estimate submitted by CPWD is approximately Rs. 49.00 crores.

However, considering the budgetary constraints, it is proposed to carry out the works in phases. The following works are proposed under Phase -1:

Sr. No.	Name of the Work
1.	Developmental Work a) Area for development consider 34823.69 sqr mtr b)Provision of internal road and paths c)Provision of internal sewer line d) Provision of filter/un filter water supply e) Provision of storage of water rains and rain harvesting f) Provision for deep tube well for drinking water and overhead tank of 1.00 lakh litre capacity with staging height between 20 mtr. to 30 mtrs. g) Provision of horticulture works h) SITC of sub-station equipment of 1250 KVA capacity. i) SITC of DG, set of 380 KVA capacity
2.	Construction of Administration block (Single Storey)
3	Shifting of existing drain (Nullah)

Financial Implications:

The estimates for the above works have been prepared by CPWD and the estimated cost of above works is Rs. 12.95 crore as per details given below (**annexed as annexure**):

1. Developmental Work	- Rs. 8.82 Crore
2. C/o Administration block (Single Storey)	- Rs 2.38 Crore
3. Shifting of existing drain (Nullah)	- Rs. 1.75 Crore
Total	- Rs. 12.95 Crore

Concurrence of Finance Committee is solicited for Establishment of SAI Regional Centre at Zirakpur, District Mohali , Phase - 1 at an estimated cost of Rs. 12.95 crores subject to budget availability.