



F.No. 6(6)/Sectt./KheloIndia/KITD/Academies/2018-19

Dated: 07.03.2019

To

All National sports Federations,
TIDC members, TSC members,
Regional Directors

Dear Sir/Madam,

Subject: Release of "Expression of Interest" (EOI) for accreditation of Academy under the Khelo India program

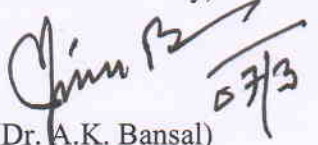
As you all are aware that The Khelo India programme had been introduced to revive the sports culture in India and showcase India as a great sporting nation. With the completion of Khelo India School Games (KISG) and Khelo India Youth Games (KIYG), no. of athletes who have been selected as Khelo India Talent (KIT) has reached almost 2000.

To prepare and train the KIT, number of academies had been accredited after inviting EOI's from academies. To enhance the sports career of the KIT and to assist and give additional options to them, more academies would have to be accredited. Therefore, a new EOI has been released inviting all academies to apply for accreditation. The EOI can be downloaded from website www.sportsauthorityofindia.nic.in and www.kheloindia.gov.in.

It is requested to please inform all academies to avail of this opportunity to get their Academies accredited by responding to the "Expression of Interest" (EOI). Another highlight of this EOI is that accreditation would be an ongoing process and those who miss out in applying within the cutoff date, can still apply later and would be considered subsequently.

Thanking You,

Yours faithfully,


(Dr. A.K. Bansal)
Head KITD



F.No 6 (1) /Sectt./khelo India/TID/2017-18

Dated : 08.03.2019

Corrigendum

This is with reference to “Expression of Interest” uploaded on 7th. March 2019 on the website <http://www.sportsauthorityofindia.nic.in> inviting Academies for accreditation.

The accreditation of Academies has been invited for 20 disciplines. It may please be noted that **Tennis** discipline is not one of them and may be omitted and in its place **FOOTBALL** may be added.

Dr. A.K. Bansal
08/3/19

Dr. A.K. Bansal
Head Khelo India Talent Development

**Expression of Interest (EOI)
For
Accreditation of Academies**

**Sports Authority of India
Ministry of Sports and Youth Affairs
Jawaharlal Nehru Stadium Complex
(East Gate)
Lodhi Road, New Delhi - 110003**

Publishing Date: 07th March, 2019

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a) TEXT OF ADVERTISEMENT / EXPRESSION OF INTEREST

APPLICATION/EXPRESSION OF INTEREST FOR ACCREDITATION OF ACADEMIES UNDER KHELO INDIA SCHEME FOR ACHIEVING EXCELLENCE IN INTERNATIONAL SPORT ARENA.

Sports Authority of India (SAI) entrusted with the implementation of the vertical Talent Search & Development and Support to National/ Regional/State Sports Academies of the Khelo India Scheme, Ministry of Youth Affairs & Sports (Department of Sports), Government of India invites expression of interest/applications from academies from all over India for accreditation in 20 Sports disciplines viz. Archery, Athletics, Badminton, Basketball, Boxing, Cycling, Fencing, Gymnastics, Hockey, Judo, Kho-Kho, Kabaddi, Rowing, Shooting, Swimming, Table Tennis, Tennis, Volleyball, Weightlifting and Wrestling, , ,.

The EOI document containing the details/ terms and conditions are available on the website i.e. www.kheloindia.gov.in and www.sportsauthorityofindia.nic.in/

Cut off date for submission of EOI : 28th March, 2019 As this is an ongoing process, there will be no last date for submission of EOI. Applications received upto 28th March, 2019 will be processed and accredited accordingly. Subsequently, the proposals received thereafter in each quarter will processed as a batch. Non-refundable fees of Rs 10,000.00 is also to be deposited by way of RTGS/NEFT transfer to the following bank. Government or government supported Academies need not deposit the fees.

Name of Account : “Secretary, SAI (Khelo India)”
Bank Name : Andhra Bank
Bank Address : J.L.N. Stadium Complex, Lodi Road, New Delhi-110003
Account No. : 108510100037232
IFSC Code : ANDB0001085

The application form along with all necessary documents as per Clause 8 must be submitted via email at khelo.academies@gmail.com & hard copy to be sent to the Khelo India office with all supporting documents , pictures & documentary proofs with a soft copy (cd/pen drive/hard drive etc.).Sealed envelope marked to the captioned address, containing EOI and proof of deposit of Non-refundable fees of Rs. 10,000/-, clearly mentioning EOI for “Accreditation of Academies” on the top cover is to be submitted/sent before the due date to:-

**Sports Authority of India (SAI) Khelo India
Staircase No. 5,
Jawaharlal Nehru Stadium,
New Delhi 110003.**

Applicants meeting the qualification criteria may be invited for presentation / proposal before the selection committee.

Sandip Pradhan
DDG SAI

Note: Khelo India or any of its designates reserves the right to cancel this request for EOI and/or invite afresh with or without amendments, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and Khelo India reserves the right to amend/add further details in the EOI. Further, those who had applied in response to invitation for Expression of Interest dated 19th May 2018 and have been accredited or those where no decision had been conveyed to them up to 15th March, 2019 **need not apply**.

Queries if any may be referred in writing to Head, Khelo India, at the above mentioned address or Telephone No. **01124362812** or at E-mail: kheloindia.queries@gmail.com

S. No.	Critical Dates	Date
1.	Publishing Date	07.03.2019
2.	Document Download Start Date	08.03.2019
3.	Cut off date of submission of documents	28.03.2019

As this is an ongoing process to apply for accreditation, there will be no last date of application. The proposals received up-to 28th March, 2019 will be processed and accredited accordingly. Subsequently, the proposals received thereafter in each quarter will be processed as a batch.

b) Background

The Khelo India Scheme aims to encourage sports all over the country. It aims at strengthening the sports ecosystem in India by promoting mass participation and excellence in sports. Further, the major aim of the Program is to help Indian sportspersons to reach the pinnacle of world sports focusing initially at a podium finish at the 2024, 2028 Olympics & beyond.

The vertical namely, Khelo India Talent Search & Development (**KITD**) consisting of two committees viz. Talent Identification Development Committee (**TIDC**) and Talent Screening Committee (**TSC**) is set up. The Committee members comprising of eminent sportspersons who are recipient of honors such as Padma Shri Awardees, Arjuna Awardees, Dronacharya Awardees, senior coaches and representatives of National Sports Federations. The two committees have already identified and selected around 1518 athletes who have started receiving the benefits of Khelo India program with majority of them having joined various accredited Academies across the country.

Once Khelo India Talent (**KIT**) is selected under the scheme; the grant for training, equipment, sports science support will continue till such time the athlete manifests progress and potential up-to maximum of eight years.

The identified sports talent have the option to join SAI Sports Academies, State Sports Academies or Sports academies established by private sector (including those of eminent sports persons). Grants-in-aid are being provided for establishment, operation and maintenance of sports academies in respect of identified disciplines to these academies. University Centre for excellence can also be identified and supported under the same operational guidelines.

The operational guidelines on Talent Search and Development component of Khelo India with F.No.54-I/MYAS/MDS/2017 dated 26th December, 2017 is listed on Ministry of Youth Affairs and Sports website i.e. yas.nic.in. The Operational Guidelines shall form an integral part of this EOI Document.

Norms for expenditure under Khelo India Talent Development and Funding to National/ Regional/ State Academies with No. 3 (5)/Sectt./KITD/HPC/2018-19 dated 02.08.2018 has been uploaded at SAI website (http://sportsauthorityofindia.nic.in/showfile.asp?link_temp_id=5209).

c) Aims & Objectives:

As mentioned above, the objective of the whole exercise is to create pathway for Indian sportspersons to achieve international success mainly in Olympics by adopting a system driven; coach lead approach. There is an urgent need to nurture the critical mass at the

development level in the best of environment leading to success at elite level. It is important to mention that the talent under the age group of “train to win” stage of Long Term Athlete Development plan is sought to be identified. The pathway for excellence in senior level is sought to be created under this scheme. Khelo India Talent Development will have at least 50% women beneficiaries. Hence, there may be separate accreditation for Women & Men.

Therefore, only sports institutes striving to achieve excellence in international sports arena in senior age group need to apply.

4. Rules & Regulations:

i. The Sports to be covered:

The Academy Accreditation process would entail inviting expressions of interest from all academies across India for disciplines viz. Archery, Athletics, Badminton, Basketball, Boxing, Cycling, Fencing, Gymnastics, Hockey, Judo, Kho-Kho, Kabaddi, Rowing, Shooting, Swimming, Table Tennis, Tennis, Volleyball, Weightlifting and Wrestling

ii. Who can Apply:

An academy (not for profit or profit venture, State/Central, PSU or SAI, running programs for sports excellence) striving to achieve excellence in global sports arena and intending to nurture Khelo India talent by obtaining funding under Khelo India scheme may apply.

iii. How to apply:

The completed EOI needs to be downloaded and filled up. Cutoff date for submission of EOI is Non-refundable fees of Rs 10,000.00 is also to be deposited by way of RTGS/NEFT transfer to the following bank. Government or government supported Academies need not deposit the fees.

Name of Account : “Secretary, SAI, Khelo India”
Bank Name : Andhra Bank
Bank Address : J.L.N. Stadium Complex, Lodi Road, New Delhi-110003
Account No. : 108510100037232
IFSC Code : ANDB0001085

Sealed envelope marked to the captioned address, containing EOI and proof of deposit

of Non-refundable fees of Rs. 10,000/-, clearly mentioning EOI for “Accreditation of Academies” on the top cover is to be submitted/sent before the due date to:-

**Sports Authority of India (SAI), Khelo India
Staircase No. 5,
Jawaharlal Nehru Stadium,
New Delhi 110003.**

Applications received without or with inadequate EOI processing fees shall be liable to get rejected.

iv. Exception:

- a) Profiling of the talented athletes selected under the scheme would be done to gather information about existing training centers. If there are sufficient numbers of talented athletes from a particular training center, Khelo India may accreditate such training center notwithstanding whether such center made an application or not in all category of sports.
- b) SAI academies need not apply for accreditation. Further, SAI also plans to establish new academies under the scheme in the existing centers However, once accredited, all the norms will have to be followed for getting funds under Khelo India.
- c) Further, those who had applied in response to invitation for Expression of Interest dated 19th. May 2018 and have been accredited and those where no decision had been conveyed to them need not apply.

v. Other Conditions:

Khelo India is seeking to admit players to the sports academies having tie up with educational institutes so that there is perfect integration of sports with education. Hence, it is desirable that there should be accessibility to colleges/schools It is clarified that Khelo India envisages excellence in sports alongside formal education as a matter of policy.

- a) Separate accreditation for residential & non-residential academy would be done. The Khelo India Talent will be given option of being day boarder even if he/she gets admission to residential academy. The suitability of location of academy in terms of accommodation & school/college location is also important factor for accreditation of the residential academy.

- b) A Memorandum of Understanding (MOU) stating the terms and conditions to be entered into between SAI and the accredited Academy is placed at Annexure 'A'
- c) The core objective being "excellence in sports" can be achieved with a perfect blend of scientific sports coaching, support of sports science, proper nutrition, strength and conditioning etc. Hence, the capabilities in all these front needs to be taken to the level where excellence in sports at international level (in senior category) can be achieved. Hence, there may be variation in the funding within accredited academies based on quality of the services to an athlete. The Institute/Academies will be required to keep themselves abreast with such needs and adopt best practices which are followed worldwide.
- d) Each academy will have to take minimum intake (to be decided in mutual consultation) under Khelo India every year from across the country to receive accreditation.
- e) As part of the process, Khelo India will form panel of experts to assess various facilities, system & processes of each applying academy. They will oversee the pre-accreditation selection of the academies. However, for multi sports discipline academies, HPC may form combined panel for assessment of common amenities.
- f) The Academy shall be solely responsible for the safety and security of players at all times and shall keep Khelo India indemnified in this regard.
- g) The Academy shall not be allowed to assign and/or outsource its responsibilities in any circumstances whatsoever.

5. Accreditation PointSystem:

- a. Academies claiming to fulfill the set criteria are required to email necessary proof in form of official documents on the given e mail id by a given deadline. The documents shall be scrutinized. After scrutinizing of documents, there will be two layers of assessment for the process of accreditation. In the first layer, the team nominated by the Regional Director under which the Academy falls will inspect the Academy and submit their report. In the second layer, a central committee comprising of TIDC members will also visit the Academy for its assessment.
- b. There are two sections for evaluation matrix. Section I deals with technical part and Section II relates to general and residential facilities of the academy. The physical assessment of the Academies will be conducted by the two Committees by adopting a uniform point system as detailed in the Evaluation Matrix. .

- c. Based on the demand of each sport, base facilities & points, the required number of academies will be accredited and will become available for admission of talented athletes and for holding of camps at regular interval.

6. Venue & Deadline for submission of proposal

Proposal, in its complete form in all respects as specified in the EOI, must be submitted to Khelo India at the address specified herein earlier by the cut off date. However, the accreditation of Academies is an ongoing process.

7. Validity of Offer:

The offer for EOI as per this document shall be valid for a period of six (6) months initially which may be extended further if required by Khelo India.

8. INSTRUCTIONS TO APPLICANTS

The Expression of Interest is to be submitted in the manner prescribed below:-

All information as detailed below is to be submitted via email at

khelo.academies@gmail.com and in hard copy in separately sealed envelopes and one soft copy in CD/pen drive/hard drive:-

- i. Applicant's Expression of Interest as per Format-1.
- ii. Academy's Contact Details as per Format-2.
- iii. Facilities/ Equipment/ Technology available at the Academy as per Format-3.
- iv. Sport Science support on payroll as per Format-4
- v. Residential Facilities available at the Academy as per Format-5
- vi. Education Facilities available at the Academy as per Format-6
- vii. Coaching/ Staff Ratio at the academy as per Format-7
- viii. Performance/ Results at the Academy as per Format-8
- ix. Additional information as per Format-9.
- x. Declaration as per Format-10.
- xi. Power of Attorney in favour of Authorized Signatory with long and short signatures of Authorized person.

The applicants are expected to examine all instructions, forms, terms and other details in the EOI document carefully. Failure to furnish complete information as mentioned in the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Applicant's risk and may result in rejection of the proposal.

9. Qualification Criteria:

Following will be the minimum pre-qualification criteria. Each eligible applicant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

S. No.	Pre-qualification Criteria	Supporting Compliance Document
1.	The Academy should be a legal entity.	Specifications and pictures to be attached
2.	The Academy/play field/ field of play should match the standard training norms.	Proof of year of establishment and starting of sports academy.
3.	The academy should not be blacklisted by any Central Govt. / State Govt. / PSU/ Govt. Bodies	Certificate for the same to be provided by the head of the academy.
4.	The Academy should have all necessary sports specific equipment required for training.	Affidavit to this respect from the head of the academy should be submitted.
5.	PAN No. /GST Tax Registration Certificate	Copy of Certificate to be enclosed.

Applicants are required to submit all documentary proofs to fulfill pre-qualification criteria.

10. Evaluation Criteria and Method of Evaluation:

- i. Availability of Infrastructure
- ii. Availability of Coaching Staff
- iii. Availability of support staff - qualification, experience & ratio - on site availability will be key factor of assessment
- iv. Results of the Academy in terms of International and National sportspersons produced in the last 3 years i.e. since 1.4.2016

11. Response:

1. Applicants must ensure that their application is submitted as per the formats attached with this document.
2. Application in sealed cover superscribed as “EOI for Accreditation of Academies”

12. Conflict of Interest:

- a) Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Applicant to inform Khelo India, detailing the conflict in writing as an attachment to this application.
- b) Khelo India will be the final arbiter in cases of potential conflicts of interest. Failure to notify Khelo India of any potential conflict of interest will invalidate any verbal or written agreement.
- c) A Conflict of Interest is where a person, who is involved in the accreditation, has or may be perceived to have a personal interest in ensuring that a particular applicant is successful. Actual and potential conflicts of interest must be declared by a person involved in the process.

13. Condition under which EOI is issued:

The EOI is not an offer and is issued with no commitment. Khelo India reserves the right to withdraw EOI and or vary any part thereof at any stage. Khelo India further reserves the right to disqualify any applicant, should it be so necessary at any stage.

14. Cut off date of submission of EOI:

The cut off date of submission of EOI is 28th March 2019

15. FORMATS FOR SUBMISSION:

FORMAT – 1

**Khelo India
Sports Academy Accreditation Form**

Sports discipline applying for :

(Please mention all the sports if applying for multi-sports accreditation)

Category: Residential/Non residential

Academies applying are requested to please note and keep in mind that supporting documents for each of the criterion must be submitted/mailed for verification. Failure to provide supporting documents for each criterion will result in cancellation of the application/failure in the said criteria and in turn failure to secure Accreditation.”

FORMAT – 2

About the Academy

Name of the Academy			
Legal Entity			
(Please submit registration certificate, copy of licenses as applicable)			
Start and Year(s) of existence			
Location of the Academy			
State/NSF Affiliation			
Contact details	Landline No.		
	Mobile No.		
Administrative Staff	Email id		
	Male		
No. of Coaching staff	Female		
	Male		
Trainees at the Academy Game/sports wise	Male	14 – 17	
		18 +	
		Total	
	Female	14-17	
		18 +	
		Total	

No. of Trainees trained by the Academy in last 3 years.

Achievement of Trainees in the last three years (supported by the documents)

Checklist for documents to be attached: 1.

1. Prescribed proforma duly filled in, signed along with requisite fee.
2. Attested legible copies of Registration Certificate, Aims & Objects, Overview and achievements of Academy, Copy of licenses and Memorandum of Association (Wherever applicable).
3. Audited copies of Balance Sheets for the last 03 years. (Wherever applicable)
4. Details of Achievements of trainees of the Academy in the last 3 years.
5. Self attested Copies/Certificates of document regarding the technical qualification possessed by the individual/Trainer/Coach in the particular game.
6. Self attested copies of the documents regarding participation of the individual at international / national/state level in the particular game of choice.

FORMAT – 3

A. Facilities available at the Academy

AREA	PLEASE TICK (wherever applicable)		REMARKS
	YES	NO	
1. FOP / Stadium			
i) Indoor (if yes size approx)			
a) Wooden/ Synthetic			
b) Roof Clearance			
c) Lights (Lux level)			
d) Seating arrangement			
ii) Outdoor (if yes size)			
a) Artificial/ Synthetic grass			
b) Lights (lux level)			
c) Field maintenance equipment's (eg: roller, grass cutting machine)			
iii) Track (if yes size)			
a) Surface -Synthetic / Soil			
b) Lights (lux level)			
2. Gymnasium (if yes size)			
i) Type and number of Equipment			

(Breakup can be given as annexure)			
3. Recovery facilities			
4. Swimming pool (if yes size)			
i) Temperature controller (if required)			
ii) Change rooms			

5. Other facilities			
i. Rooms for office work			
ii. Other facilities / services (Please specify)			
iii. Ownership property (In case of lease, rental indicate years of lease/rental agreement (Property document will be verified during inspection))			

A.i. Existing Fees structure of the academy for lodging, Boarding, training etc

A.ii. Existing expenditure norms for each player (applicable especially to Govt academies)

A.iii. Please enclose diet chart etc.

Equipment / Technology / Curriculum available for training in the Academy

EQUIPMENTS REMARKS	PLEASE TICK	
	YES	NO
Sports Science Equipment's		

Audio/video and digital analysis

Sport specific Technology/equipment

Structured training methods

Performance evaluation mechanism

*Please add rows if more equipment is available

(For personnel pl write all the names & indicate full time, part time etc)

FORMAT – 4

Sport Sciences Support

AVAILABILITY OF	PLEASE TICK		REMARKS
	YES	NO	
Physiologist (enclose profile)			
Masseur (enclose profile)			
Dietician and nutrition experts (enclose profile)			
Doctor/ sports injury management team (enclose profile)			
First aid room			
Physiotherapist(enclose profile(s))			
Yoga instructor (enclose profile)			
Strength and conditioning trainer (enclose profile)			
Tie up with any hospital			

FORMAT – 5

Residential facilities (Please indicate separate bifurcation for both the Gender)

RESIDENTIAL FACILITIES	REMARKS
Total number of athletes who can be provided residential facilities. (Please indicate Boys & Girls Accommodation separately in Year I) Distance between FOP & residential facilities	
Occupancy (Double, triple)	
AC/Non AC rooms (Mention for Boys and Girls separately)	
Bathrooms and toilets ratio	
Laundry	
Dining room	
Kitchen	
Leisure/recreation room	

FORMAT – 6

Educational facilities

	PLEASE TICK		Remark (especially Result of last three Years in Class XII & final Year for college)
	YES	NO	
School/College availability within 2kms			
Vernacular School			
CBSE School			
College-multi stream			

* **Education tie up** (The Key factor would be quality of institute (result of the school in 12thstd for last three years and whether there is a special tie up for admission of talented players to education institute, fees waiver and also special attention towards athletes eg. weekend training, travelling education faculty, etc)

FORMAT – 7

Coaching and Staff

MANAGEMENT & TECHNOLOGY	PLEASE TICK		REMARKS
	YES	NO	
<p>Head Coach, Technical Director, High Performance Director</p> <p>(Profiles & their period of contract, full time/part time etc may be enclosed)</p>			
<p>Assistant coaches & ratio w.r.t number of players.</p> <p>Please indicate number of women/men coaches separately.</p> <p>(Profiles may be enclosed)</p>			

FORMAT – 8

Performance and Results of Academy

PERFORMANCE (1.4.2016 onwards)	REMARKS
No. of international sportsperson nurtured and produced	Please indicate name of athletes & Competitions along with their ranking, where ever applicable
No. of national sportsperson nurtured and produced	-do-
No. of university games sportsperson nurtured and produced	-do-

Name of Athletes		
A. Achievement at Junior Level		
Name of Competition	Recognition by International / National Federations (Yes/ No)	Achievement/ Ranking
B. Achievement at Senior Level		
Name of Competition	Recognition by International / National Federations (Yes/ No)	Achievement/ Ranking

FORMAT – 9

OTHER INFORMATION

	Please Tick		Remarks
	Yes	No	
Administration Set Up (Mention Posts and numbers)			
Availability of Insurance for sportspersons			
Is any CSR funding being availed			
One time & recurring Govt/PSUs funding details			
Talent Identification staff availability			

Applicants may please note

- Only the application form must be be emailed at khelo.academies@gmail.com & hard copy to be sent to the Khelo India office with all supporting documents, pictures & documentary proofs with a soft copy (cd/pen drive/hard drive etc.).
- Applications without requisite fees would not be entertained.
- The decision of SAI Khelo India would be final.
- Formal agreement for empanelment will be executed post selection.
- Queries may be submitted to email id kheloindia.queries@gmail.com.

Section I : Mandatory for residential as well as non residential

EVALUATION MATRIX

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
1	Availability of infrastructure		30		
a.	Size of FOP	As per international specifications	8		
		Adequate for training purpose	1		
b.	Construction quality/surface quality (here the inspection team has to look into the aspects of year of construction, quality of the surface, etc.)	As per international specifications/standards	7		
		Good	2		
		Adequate	1		
c.	Maintenance quality / staff availability	Excellent	5		
		Very Good	4		
		Good	3		
		Poor	1		
d.	Toilets, Changing Rooms & General Hygiene (where Academy is having both then 2 bonus points are to be given)	Excellent	5		
		Very Good	4		
		Good	3		
		Poor	1		
e.	Rooms for office work	More than two Rooms	5		
		Lesser than Two Rooms	3		
		No rooms	0		
f.	AC non AC FOP (in case of Indoor)	AC Indoor Stadiums will get 2 bonus points	2		

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
2	Availability of coaching staff (Please specify)	Head Coach, Technical Director, High Performance, Director & their qualification, their period of contract, full time/part time etc. {qualifications would fetch more points}	25		
a.	High performance Director Foreign /foreign degree		5		
b.	Technical Director qualified from recognized Sports Management College / NIS etc.		3		
c.	Head Coach		2		
d.	Full time		1		
e.	Part time		0		
f.	Assistant coaches & ratio w.r.t number of players	Ratio of Assistant coaches to trainees in			
		Individual sport	Team sport		
		01:10	01:15	5	
		01:20	01:30	3	
	01:30	01:40	2		
g.	Collaboration for technical know how	With foreign sports institute	5		
		With reputed Indian sports management institute	2		
h.	Sports Science Support	Bio mechanics	1		
		Anthropometry	1		

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
3	For each sports science support -	staff qualification, experience & ratio, on site availability will be key factor for assessment and facilities	15		
a.	Physiologist		1		
b.	Strength & conditioning trainer		1		
c.	Dietician and nutrition experts		1		
d.	Psychologist		1		
e.	Gymnasium	Sports specific equipment	4		
		No. of Gym Equipment > 10	3		
		Quality/Age of equipment <5 years	3		
		Quality/Age of equipment >5 years	1		
4	Medical and Rehabilitation centre		10		
a.	Physiotherapist		1		
b.	Masseurs		1		
c.	Doctor/sports injury management team		1		
d.	First aid room		1		
e.	Yoga Instructor		1		
f.	Bonus marks for facilities not mentioned above (1 for each facility)		5		

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
4	Results of the Academy		20		
a.	No. of international sportspersons produced in the last three years	Participated in Olympics	12		
		Asian Games, Commonwealth Games, World Cup (with frequency not more than 1 in a year)	7		
		Any International Meet	5		
b.	No. of national senior sportspersons produced in the last three years	Medalist in Senior Nationals	8		
		Medalist in Junior Nationals	5		
		Participated in Nationals	2		

SECTION II : EVALUATION MATRIX FOR RESIDENTIAL ACADEMY

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
1	Residential facilities		20		
a.	No. available for new admission				
	For individual sports	For Team Games			
	Total vacancies 5	Total vacancies 30	2		
	Vacancies 3 to 4	Vacancies 20	1		
	Vacancies 0 to 2	Vacancies 10	0		
b.	Distance between FOP & residential facilities	Distance < 1 km	2		
		1 to 2 kms.	1		
		Distance > 2 kms.	0		

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
c.	Occupancy (Double, triple will be preferred)	Availability of rooms > 30	2		
		Availability of rooms 20 to 30	1		
		Availability of rooms 31 to 40	0		
d.	Bathrooms and toilets availability and quality	Excellent quality	2		
		Very Good	1		
		Good	0		
e.	Quality of rooms	Excellent quality	2		
		Very Good	1		
		Good	0		
f.	AC/Non AC rooms (Mention for Boys and Girls separately)	Yes	1		
		No	0		
g.	Dining room	Yes	1		
		No	0		
h.	Kitchen	Yes	1		
		No	0		
i.	Leisure/recreation room	Yes	1		
		No	0		
j.	Quality & number of persons managing facilities (whether there is availability of warden, attendants, etc.)	No. > 15	4		
		10 to 15	2		
		0 to 10	1		
k.	Study Room		1		
l.	Washing and drying facilities		1		

S.No	Description of facility	Additional Factors	Max. Points as per Evaluation Matrix	Total Points	Comments
2	Educational tie up		10		
a	The Key factor would be quality of institute and whether there is a special tie up for admission of talented players to education institute, fees waiver and also special attention towards athletes e.g. weekend training, travelling education faculty etc.	Ranking / Quality of institute	2		
		Tie up for admission	2		
		Fees waiver	2		
		Special facilities for athletes regarding attendance, training, travelling education faculty, etc.	1		
b	Vernacular School		1		
c	CBSE School		1		
d	College-multi stream		1		
3	Quality of food		20		
		Nutritious	5		
		Protein based product traceability	5		
		manufacturing and processing standards	5		
	TOTAL MARKS OF BOTH SECTIONS		150		



ANNEXURE A- MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MoU**”) is entered into on [*], 2019 at New Delhi, by and between:

Sports Authority of India, a society existing and registered under the Societies Registration Act, 1860, a field arm of the Ministry of Youth Affairs & Sports (Govt. 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/or First Party**”

AND

[*], a [*] registered under [*], having its registered/administrative office at [*], hereinafter referred to as “**Academy**” and/or “**Second Party**”

SAI and Academy are jointly referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. SAI performs the primary function of broad basing and bringing excellence in sports in the country by providing all logistical support for the training of National teams and athletes participating in International sporting events and organizing, developing and conducting sports education programs, through its regional centres and other field units.
- B. Khelo India Scheme is a scheme of the Ministry of Youth Affairs & Sports (MYAS), Government of India which aims to encourage sports all over the country by strengthening the eco-system of sports in India by promoting mass participation and excellence in sports. SAI has been entrusted with the implementation of the Khelo India Talent Identification & Development and Support to National & Regional State Sports Academies Verticals of Khelo India with the High Powered Committee (HPC) as the Apex Body for the implementation of these Verticals of Khelo India Scheme. The Khelo India Scheme (hereinafter referred to as “**Khelo India**”) through its vertical namely; Khelo India Talent Identification & Development (**KITD**) envisages identification of 1000 athletes (Khelo India Talent-KIT) every year and provision of training, equipment and sports science support to such athletes till such time the athlete manifests progress and potential up-to maximum of eight years. The Khelo India Scheme also aims to provide appropriate support to the National/Regional/State Sports academies.
- C. SAI is desirous of providing the training, equipment and sports science support to the identified athletes at state of the art sport academies which are duly accredited by SAI and operating in accordance with the ‘**Khelo India-Talent Search & Development’ Operational Guidelines issued by MYAS (F.No.54-I/MYAS/MDSD/2017)** thereby creating a pathway for Indian sportspersons to achieve international success mainly in the Olympics by adopting a system driven, coach lead approach.

- D. SAI/Khelo India, had, for this purpose issued an ‘**Expression of Interest for Accreditation of Academies**’ dated [_____] (hereinafter referred to as the “EOI”) thereby inviting applications from interested sports academies all over India for the purpose of selection, accreditation and empanelment with Khelo India in order to provide the training, equipment and sports science support to Khelo India and the KITD. The EOI laid down the guidelines for selection, accreditation and empanelment of interested academies one of which was the recommendation of Govt Academies & other academies for accreditation and empanelment with the Khelo India Talent Development Program based on the number of Khelo India Talent(KIT) identified from that particular academy.
- E. Academy had applied under the said EOI vide its application/proposal dated [*] and some others have been identified by KITD and upon due verification of its application and documents along with physical verification of the facilities by the Central Committees constituted by SAI Head Office and/or the Committees constituted by the Regional Directors of SAI.
- F. The Academy has been granted accreditation for a period of four (4) years by the Khelo India High Powered Committee (HPC), on the basis of the recommendations of the Khelo India Talent Identification Committee [TIDC]
- G. Accordingly the Parties have decided to enter into this present legally binding MOU and the primary objective of this MOU is to establish and undertake the accreditation and empanelment of Academy with Khelo India. The said objective shall be achieved through the present MOU which establishes the guiding principles and the rights & obligations of the Parties herein with respect to the accreditation and empanelment of the Academy with the Khelo India Talent Development Program.

IT IS AGREED BETWEEN THE PARTIES:

The Parties to this present MOU accept, acknowledge and agree to the following:

<p>1. Status of the MOU</p>	<p>The following Memorandum of Understanding (MOU) provides for the main terms and conditions for the proposed transactions contemplated herein i.e. Admission/weeding out of the KIT, accreditation, empanelment, monitoring, evaluation and funding of Academy in order to support the Khelo India programme by providing state of the art training, equipment and sports science support to the selected Khelo India Talent, between Academy and SAI.</p> <p>This MOU shall be valid for a period of 4 (four) years from the date of execution.</p>
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<p>2. Selection, Accreditation & Empanelment</p>	<p>The Parties herein agree, accept and acknowledge the following:</p> <ol style="list-style-type: none"> i. That the Academy has applied for empanelment with Khelo India in the following sports disciplines: [] ii. That upon due verification of its application and documents along with physical verification of the facilities by SAI, the Academy has been granted a accreditation for a period of 4 (four) years’; iii. That the Academy has been selected for empanelment as an academy under Khelo India; iv. The detailed guidelines for funding, monitoring, empanelment, admission process for training/camps/assessment shall be evolved by the Parties through mutual discussions and the same shall be recorded in the present MOU in the form of addendums and/or annexures and shall be considered a part of the present MOU; v. Academy shall adhere to the suggestions and directions of SAI while discharging its duties and obligations under this MOU; vi. The Parties herein agree and accept that the Academy’s performance in relation to the Comprehensive Athlete Development Programme implemented by SAI shall also be considered; vii. The purpose of the accreditation is to give admission to the identified talent by Khelo India (KIT) to the accredited academies for training for which the funding would be provided by SAI. The ‘minimum yearly intake’ of Khelo India Talent (KIT) into the Academy shall be decided upon mutual consultation between the Parties herein; and viii. Academy hereby agrees and warrants that all information and/or documentation and/or credentials provided by it for the purposes of the EOI and the present MOU shall be true and accurate. Academy further agrees and warrants that in case any of the information and/or documentation and/or credentials provided by it for the purposes of the EOI and the present MOU
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		<p>is false and/or fraudulent then SAI shall have the sole discretion and right to terminate, forthwith without notice, this present MOU and/or any other ancillary and/or related agreements and claim damages along with interest payable at 18% per annum (calculable from the day the amount becomes due till the date the said amount is actually paid).</p>
3.	Funding	<p>i. Funding to the Academy shall be on the basis of the principal funding scheme set forth in Schedule-1 of this MoU & any modifications made to the same from time to time by SAI;</p> <p>ii. The funding scheme to Academy shall be based on number of admission of Khelo India talent e.g. expenses for lodging, boarding, training, consumables, equipment (with the title remaining with SAI), tournament exposure, apparel, travelling (if required foreign exposure), medical, education. It is clarified that based on facilities/services available, separate matrix for funding may be worked out for each sports by the HPC;</p> <p>iii. The quantum and the manner of funding shall be the sole discretion of Khelo India and will depend on the evaluation of Academy as per the criteria set by Khelo India;</p> <p>iv. Funding to Academy may also be provided in the form of providing services of High performance Director/Manager, coach, expert coach, Asst. coach, sports science support staff, consumables, monitoring & performance measurement systems, equipment for FOP, maintenance;</p> <p>v. The non-recurring expenditure may be incurred to fund critical infrastructure gaps. HPC may take different policy decision for non-recurring funding for Govt/PSU and private academies;</p> <p>vi. Khelo India/SAI reserve the sole discretion to issue further detailed guidelines post discussion with Academy on various components of expenditures to</p>

		<p>be reimbursed, facilities to be developed or services to be hired. The Gap analysis would be done to ensure that once Academy is accredited, quality coaching & sports science support is made available to the KIT;</p> <p>vii. The core objective of “excellence in sports” can be achieved with a perfect blend of scientific sports coaching, support of sports science, proper nutrition, strength and conditioning etc. Hence, the capabilities in all these front needs to be taken to the level where excellence in sports at international level (in senior category) can be achieved. Hence, there may be variation in the funding for Academy based on quality of the services to an athlete. Academy will be required to keep itself abreast with such needs and adopt best practices which are followed worldwide;</p> <p>viii. Academy shall provide SAI with appropriate Utilization Certificates for the expenditures incurred which are duly certified by Chartered Accountant& supported by the bills and vouchers (in original), and duly verified by the Head of Institution, pursuant to the funding received from SAI in the format prescribed under Rule 238 of latest General Financial Rules (GFR), 2017. The prescribed form of the Utilization Certificate to be provided by the X-Academy has been reproduced herein under Schedule-II;</p> <p>ix. The Academy shall also, in addition to the Utilization Certificates, present the original bills duly verified for the expenses incurred, verification for such expenses, ration and quality of man-power to justify the said expenditure based on the parameters and standards to be laid down by SAI from time to time. This may be ensured through Regional Centre of SAI since Grants/CFA is being released through Centers;</p> <p>x. SAI hereby reserves all rights to make a site</p>
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		<p>inspection and/or visit at the Academy in order to verify the facilities and the state of the infrastructure, training, diet, kitting & other services etc provided by the Academy on the basis of the funding received from SAI.If the same is required, SAI reserves all rights to require the Academy to get the bills and UC's vis-à-vis expenditure countersigned by the players (KITs); and</p> <p>xi. Each Party shall bear the responsibility for fulfilling their own respective tax liabilities with respect to the Transaction as contemplated under this present MoU. Any further payment terms shall be mutually decided by the Parties herein. The cost of procurement of goods and services should be inclusive of all taxes. The academies should quote PAN/TAN& GST nos. of Khelo India for exemption or clarify GST input.</p>
4.	<p>Tenure of Empanelment Agreement & Renewal.</p>	<p>The Parties herein agree, accept and acknowledge the following:</p> <p>i. The accreditation granted to the Academy through this present MoU shall initially be for a period of 4 (four) years during which the Academy will be assessed and its performance would be reviewed on a regular basis.</p> <p>ii. Academy shall be assisted and advised regarding improvements and betterment in order to achieve the objects as stipulated by SAI.</p> <p>iii.SAI may take Subject Matter Experts (SMEs) on board for conducting the performance review/evaluation of the Academy.</p> <p>iv.The performance of Academy during the accreditation shall be reviewed and based on its performance it shall be considered for further renewal of 4 (four) years, which shall be subjected to terms and conditions contained in the renewed MOU.</p> <p>v. The performance of the Academy vis-à-vis the Comprehensive Athlete Development Plan of SAI shall be considered.</p> <p>vi. While reviewing the performance of the Academy, the Academy shall be allowed to take credit for the</p>

		<p>performance and/or medal tallies of only those athletes who have trained at the Academy for a period of at least 1 (one) year.</p> <p>vii. The performance evaluation/review of Academy shall be conducted and a “Gap Analysis” shall be done biannually by evaluating and monitoring the facilities and the state of the infrastructure, training, diet, kitting & other services etc provided by the Academy on the basis of the funding received from SAI.</p> <p>viii. SAI and the Academy, ninety days prior to the end of the term of this MOU, shall enter into a discussion in good faith to arrive at mutually agreeable terms for extension. The Parties agree that such an extension shall not be unreasonably denied, unless review of the Academy reveals grounds for termination as per clause 5 below.</p>
5.	Termination	<p>i. After the performance evaluation/review if “Gaps” are found and it appears that the Academy has failed to fulfill the minimum bench mark, the Academy shall be given reasonable time to address the gaps, so that the Academy is in compliance with the terms and conditions or the Operational Guidelines as provided by SAI.</p> <p>ii. After the expiry of the said reasonable time, if the Academy fails to perform its obligations based on the review/evaluation or performs its obligations after the said reasonable time, SAI reserves the right to terminate this present MOU, without any liabilities, by giving a written notice of 60 (sixty) days.</p> <p>iii. Save as otherwise provided in sub clause (ii) above, the present MoU shall be terminated, without any liabilities:</p> <ul style="list-style-type: none"> • if the performance of Academy is below expectations/bench mark as provided by SAI and/or • if the Academy has failed to maintain proper records and books of accounts regarding utilization of funds and/or • if the Academy has failed to abide by the terms & conditions of this present MOU and/or if the Academy has failed to abide by any of the Operational Guidelines laid down

	<p>5A. Consequences of Termination</p>	<p>by SAI and/or if the Academy has failed to abide by any of the updates/modifications made by SAI with respect to any matter dealt with under this present MOU and/or</p> <ul style="list-style-type: none"> • if it is discovered that the Academy has not adhered to the quality standards required in respect of infrastructure, training, diet, kitting & other services etc provided by the Academy and/or • any other reason as deemed fit. <p>iv. An Academy may terminate this MOU by giving a written notice of 2 (two) months to SAI. Provided that it shall be mandatory upon the Academy that such withdrawal is effectuated only at the end of the current school/college year of the wards it has enrolled, in the event it involves students. The Academy agrees that if the same is not complied with, it shall have to pay a consideration/damages to SAI which shall amount to 4 (four) months of the value of support, it has received from SAI, calculated on the basis of the average value per month the Academy has received in cash and in consumables, in the past six months.</p> <p>i. In the event SAI terminates this Agreement, the Regional Director of SAI or his nominee, shall conduct an inspection of the premises of the Academy, 30 days prior to the date of termination, shall prepare a list of equipment provided and consumables available with the Academy, which has been funded and/or provided by SAI. The concerned person shall also assess the condition of equipment. The Academy agrees to allow free access and reasonable support to such a person for such an inspection. The concerned person shall provide a copy of this list to the Academy along with the condition report, within 7 days of such assessment. In the event the concerned person finds that there is damage to the equipment beyond regular wear and tear, the Academy shall be liable to get the equipment repaired at their own cost prior to the date of termination. The Academy shall also</p>
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		<p>make arrangements to get the same appropriately packed for the purposes of transportation and shall handover peaceful possession of the same, without any encumbrance(s), lien or charge, to SAI on the date of termination.</p> <p>ii. Upon termination, neither of the Parties shall be entitled to represent that they are associated and/or affiliated to each other. In consequence of such termination of this Agreement, all rights, opportunities & benefits granted under this Agreement will immediately cease to operate.</p> <p>iii. Upon termination, neither Party shall be entitled to use the logo / brand of the other Party in any manner whatsoever. Any material developed during the Term of this MOU bearing the logo/brand of the other Party shall either be returned or destroyed.</p>
6.	<p>Role, Rights and Duties of SAI</p>	<p>i. Identification of talented athletes to be admitted under Khelo India Talent Development vertical (Khelo India Talent-KIT) and to the Academy.</p> <p>ii. Accreditation of the academies including Academy.</p> <p>iii. Establishment and Implementation of a Comprehensive Athlete Development Programme.</p> <p>iv. Overseeing admission process of such athletes to Academy.</p> <p>v. Funding to the Academy based on Schedule-I of this MOU (including any modifications to the same from time to time) and the number of admission of Khelo India talent e.g. expenses for lodging, boarding, training, equipment, tournament exposure, apparel, travelling (if required foreign exposure), medical, education. It is clarified that based on facilities/services available, separate matrix for funding may be worked out for each sports by HPC. The quantum and the manner of funding shall be the sole discretion of Khelo India and will depend on the evaluation of Academy as per the criteria set by Khelo India. The guidelines for funding to</p>

		<p>academies shall be finalized in accordance with the approved norms. The criteria/manner of funding shall be worked out before MoU and shall be incorporated as part of MoU.</p> <p>vi. Funding to the Academy may also be in form of providing services of High performance Director /manager, coach, expert coach, Asst. coach, sports science support staff, consumables, monitoring & performance measurement systems, equipment for FOP, maintenance.</p> <p>vii. The non-recurring expenditure will be incurred to fund critical infrastructure gaps. HPC may take different policy decision for non-recurring funding for Govt/PSU and private academies. Separate treatment for academies being run by eminent sports person can also be given.</p> <p>viii. As mentioned earlier, detailed guideline will be issued post discussion with prospective academies on various components of expenditures to be reimbursed, facilities to be developed or services to be hired. The Gap analysis would be done to ensure that once Academy is accredited, quality coaching & sports science support is made available to the players (KITs).</p> <p>xii. SAI hereby reserves all rights to make a site inspection and/or visit at the Academy in order to verify the facilities and the state of the infrastructure, training, diet, kitting & other services etc provided by the Academy on the basis of the funding received from SAI. If the same is required, SAI reserves all rights to require the Academy to get the bills and UC's vis-à-vis expenditure countersigned from the players (KITs).</p>
7.	Role, Rights and Duties of-Academy	<p>i. Development of an athlete as per Long Term Athlete Development Plan.</p> <p>ii. Overall management of an athlete including training, education, lodging, boarding, logistics.</p> <p>iii. Maintaining overall standard of the academy as per specifications from time to time.</p> <p>iv. Abiding by the Comprehensive Athlete Development Programme established and implemented by SAI.</p>

	<p>v. Academy shall operate and discharge its obligations in accordance with the ‘Khelo India-Talent Search & Development’ Operational Guidelines issued by MYAS (F.No.54-I/MYAS/MDS/2017).</p> <p>vi. Submitting report on performance evaluation, fitness & skill test of Khelo India Talent (KIT) from time to time.</p> <p>vii. Academy shall provide SAI and the respective Khelo India authorities with the entire athlete performance data and the training schedules including but not limited to training schemes and performance assessment etc.</p> <p>viii. Due branding of Khelo India & due prominence in publicity about funding to the academy & KIT by Khelo India.</p> <p>ix. Utilization certificates & following financial norms of Govt. of India from time to time in respect of grant received.</p> <p>x. Maintaining proper accounts and books of utilization of funding which shall be open to scrutiny and inspection at all times. Academy shall provide SAI with appropriate Utilization Certificates for the expenditures incurred pursuant to the funding received from SAI in the format prescribed under Rule 238 of latest General Financial Rules (GFR), 2017. The prescribed form of the Utilization Certificate to be provided by the X-Academy has been reproduced herein under Schedule-II.</p> <p>xi. Submission of copies of the staff and/or employee and/or technical expert contracts at the Academy with SAI if required.</p> <p>xii. Academy shall be solely responsible for the safety and security of players at all times and shall keep SAI indemnified in this regard.</p> <p>xiii. Academy shall not be allowed to assign and/or outsource its responsibilities in any circumstances whatsoever.</p> <p>xiv. All consumables and equipment which are provided and/or funded by SAI, shall remain the assets of SAI. The Academy during the term of this MOU will not sell, assign, mortgage, pledge,</p>
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		<p>underlet, lend or otherwise part with possession of or otherwise deal with the said assets. While the consumables shall be provided for use and consumption at the Academy, the equipment shall be kept under Academy's own possession and control and shall not be removed from the Academy's premises, without the consent of SAI. The Academy shall not create or allow to be created any lien upon the said equipment and shall protect the said equipment against distress.</p>
8.	<p>Representations and Warranties</p>	<p>Parties herein represent, warrant and acknowledge that:</p> <ol style="list-style-type: none"> i. It is legally capable to enter in to present MOU and not barred to do so under any law for time being in force. ii. It has entered into this MOU in good faith and the signatory on its behalf is legally competent to do so. iii. It has reviewed and fully understood the terms herein and taken competent advice before signing this MOU.
9.	<p>Intellectual Property & Branding</p>	<p>The following shall apply to the Academy:</p> <ol style="list-style-type: none"> i. the Academy shall adhere to the Branding Guidelines which may be issued by SAI/ Khelo India from time to time, with respect to the promotional and/or marketing activities, kit/equipment sponsorship and other allied activities. ii. it shall recognize that SAI owns all intellectual property rights, whether existing or that may arise, for the entire duration of such rights worldwide, in the Khelo India Scheme. It shall not apply for registration of any of the intellectual property (or any intellectual property that is confusingly similar to the intellectual property) in its own name, in any part of the world. iii. the Academy shall not directly or indirectly contest the validity of or would take any other action which tends to jeopardize the SAI's right to use and to license others to use, the intellectual property rights owned by it. iv. the presence of Academy as an empanelled academy for Khelo India programme shall be duly

		<p>displayed at Khelo India events.</p> <p>v. SAI/Khelo India logo shall be displayed on all training kits, competition gear/equipment, merchandising and all competition events. This will be subject to the applicable rules of the respective National Sport Federations, International Federations and the International Competition/Events.</p>
10	Governing Laws and Jurisdiction	<p>The provisions of this MOU shall be governed by the laws of territory of India. All disputes arising out of this MOU and any other ancillary agreements shall be referred to arbitration by a sole arbitrator mutually appointed by the Parties herein under Arbitration and Conciliation Act, 1996. The language of Arbitration shall be English and the seat of Arbitration shall be DELHI.</p>
11	Confidentiality	<p>None of the Parties shall: (a) make any public announcement about the subject-matter or existence of this MOU; or (b) disclose any Confidential Information to any third party; without the prior consent of the other parties, except as may be required by applicable law or judicial order; provided, however, that the parties may disclose Confidential Information to their respective professional advisors for the purposes of forming or structuring the transactions hereunder, upon obtaining appropriate confidentiality undertakings from such advisors, and the Parties may disclose Confidential Information to its Affiliates and/or potential sources of finance. The aforementioned restriction on the Parties binds each Party's directors, officers and employees.</p> <p>For the purposes of this Clause, “Confidential Information” means all information disclosed by any Party to the another Party, including but not limited to all information regarding the business, operations or technology or know-how or financial condition of a Party, including any Confidential Information disclosed by the respective directors, officers or employees of a Party. The term Confidential Information does not include information which is: (a) already in possession of a Party receiving such information, the public or a third party prior to the</p>

		disclosure of such information by, or becomes available to the public or a party other than through a breach of this MOU; (b) required to be disclosed under applicable law or by a governmental order, decree, regulation or rule, provided that the Party disclosing such information shall give, where reasonably possible, the Party whose information is being disclosed written notice of the same prior to any such disclosure; and (c) any disclosure made due to judicial/arbitral proceedings and/or to advocates/solicitors in course of conducting such judicial/arbitral proceedings.
12	Conflict of Interest	<p>i. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of Academy to inform SAI, detailing the conflict in writing.</p> <p>ii. SAI will be the final arbiter in cases of potential conflicts of interest. Failure to notify SAI of any potential conflict of interest will invalidate this present MOU or any verbal or written agreement including but not limited to the future Empanelment Agreement.</p> <p>iii. For the purpose of this Clause a 'Conflict of Interest' situation is one where a person, who is involved in the accreditation, empanelment and selection, has or may be perceived to have a personal interest in ensuring that a particular entity is successful. Actual and potential conflicts of interest must be declared by the Academy without any delay.</p>
13	Assignment	Parties shall not assign this MOU or any rights, interest hereunder without the prior written consent of the other Party.
14	Force Majeure	Neither Party shall be liable for any failure to perform its obligations or for any loss or damage incurred or suffered by the other Party hereto resulting from causes or events beyond the control of the Party claiming force majeure, including acts of God, acts of State or Judgments or orders of any court of law or bans imposed by any Competent Authority.

15	Severability	If any provision of this MoU is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this MoU will remain in full force and effect. Any provision of this MoU held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
16	Costs and Expenses	Each Party shall bear all its own costs and expenses incurred in connection to the preparation, negotiation and finalization of this MOU and any other ancillary agreements (including but not limited to legal expenses) and the completion of the Transaction.
17	Procurement of Goods and services	The cost of procurement of goods and services procured should be inclusive of all taxes. The academies should quote PAN, TAN and GST numbers, to the Khelo India secretariat, in order to claim rebate on account of GST input.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

1. SAI Name: [*]	Signature:
2. ACADEMY Name: [*]	Signature:

Witnesses:



युवा कार्यक्रम और खेल मंत्रालय
MINISTRY OF
YOUTH AFFAIRS AND SPORTS

Schedule-I: SAI Funding Scheme for Accredited Academies

The funding scheme for the Accredited Academies shall be in accordance with the Circular no. 3(5)/Sectt./KITD/HPC/2018-19 dated 02.08.2018 (signed by DDG, SAI & CEO, Khelo India) regarding Norms for Expenditure under Khelo India Talent Development & funding to National/Regional/State academies for training KIT). The Parties hereby agree and accept that the terms and conditions of the Circular dated [*] are hereby adopted and implemented under this present MoU.

Schedule-II: Form of the Utilization Certificate as per GFR 2017 - 12 A (Rule 238 (1) for Autonomous Bodies & Grantee Organization.

**GFR 2017 - 12 A (Rule 238 (1) for Autonomous Bodies & Grantee Organization
FORM OF UTILIZATION CERTIFICATE**

S.No.	Letter No & Date	Amount

1. Certified that out of Rs. _____ of Grant-in-Aid sanctioned during the year _____ in favour of _____ under this Ministry/Department letter No. given in the margin and Rs. _____ on account of unspent balance of the previous year, a sum of Rs. _____ has been utilized for the purpose of _____ for which it was sanctioned and that the balance of Rs. _____ remained unutilized at the end of the year has been surrendered to Government (vide No. _____ dated _____)/ will be adjusted towards the grants-in-aid payable during the next year _____
2. Certified that I have satisfied myself that the conditions on which the Grant-in-Aid was sanctioned have been duly fulfilled/ are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised:-

- 1.
- 2.

Signature: _____

Designation: _____

Date: _____