



महाराष्ट्र MAHARASHTRA

2021

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प्रधान मुद्रांक कार्यालय, मुंबई
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- ६ AUG 2021
सबम अधिकारी

MEMORANDUM OF UNDERSTANDING

श्री. दि. क. गवई

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made at Mumbai on this 13 day of August, 2021 by and between University of Mumbai a state-owned university having its office at Mahatma Gandhi Road, Mantralaya, Fort, Mumbai- 400001, hereinafter referred to as 'MU' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the FIRST PARTY;

AND

TransStadia Education & Research Foundation, a Company registered under Companies Act, 2013 having its registered office at The Arena Near Kankaria Lake Gate No. 3, Kankaria Ahmedabad GJ 380022 and its corporate office is in Mumbai at 54A, Tardeo, Near Film Center Building, Tardeo Road, Mumbai – 400034 (hereinafter referred to as "TERF" which expression

shall unless repugnant to the meaning or context thereof include its successors and permitted assigns), as the SECOND PARTY.

WHEREAS **MU** is one of the oldest and premier State-owned Universities in India under the Government of Maharashtra, having its head office at Mahatma Gandhi Road, Fort, Mumbai 400 032 and an educational campus at Vidyanagari, Kalina, Santacruz East, Mumbai – 400098.

WHEREAS **UM** is engaged in graduate and post-graduate teaching and research in all leading branches of Education. **UM** is also engaged in collaborations with Sports & Sports related Organizations and Industry.

WHEREAS **TERF**, a company registered under the provisions of the Companies Act, 2013 is engaged in the business of education & research and sharpening professional skills amongst youth.

WHEREAS **TERF** owns, establishes, runs, operates, manages, maintains, develops, promotes, administer, advertise, either on its own or through franchisee fully equipped schools, colleges, educational institutes, universities, sport educations – was incorporated with a belief that Indian can emerge amongst the global frontrunners in the field of sport, which would be done by playing sports accessible to all.

AND WHEREAS **UM** and **TERF** have been discussing informally the possibility of utilizing the expertise and facilities available at **UM** for the purpose of development of Sports Education ecosystem.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Objective

To bridge the gap between education and industry, by offering holistic support to students by educating, on-field training, placement within the industry and taking one step further with promoting and upgrading. This is exceptional support that is exclusive to **TERF**. To empower students for leading in their careers by providing industry-designed programs with a practical hands-on approach with relevant curriculum and research opportunities. With our strong industry network which enables us to offer students financial assistance and opportunities. To nurture

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talent and making education accessible to all by extending our support and assistance to those in need.

SCOPE OF COLLABORATION

- a. Develop/conduct sports management Programs.
- b. Provide sports & sports related education not limited to hospitality, management, computer science, wellness, high performance, sports medicine, and media & communications.
- c. Provide sports education services such practical, visits, online services and more.
- d. Conduct sports training programs.
- e. Conduct and organize sports educations related seminar or guidance lectures.
- f. Facilitate and manage exchange programs for students and faculty.
- g. To provide other related services for sports educations development.
- h. To facilitate the establishing of the 'Earn and Learn' program of internships that can be conducted at the TERF campus.

Role & Responsibilities of TERF

- a. TERF will aim to introduce certificate and diploma courses in Infrastructure Management, Stadium management, Sports Engineering, Adventure Sports, etc. with the support of UM.
- b. TERF will establish a Centre for Entrepreneurship & Incubation/ Sports Lab at the UM premises to engage young entrepreneurs from the various programs conducted by TERF and also offered at UM, to build an engaging ecosystem for startups and innovation.
- c. TERF shall design and deliver courses on the new Olympic sports of E-gaming and gaming technology to harness the growing interest for the same.
- d. TERF to provide Sports Science Center as mutually agreed by and between the parties. Curriculum & study materials will be TERF's responsibility.
- e. TERF will design curriculum & provide study materials.
- f. Exchange program, if approved for Sem 3 will happen at TERF. UM students will travel to TERF for one semester at extra cost.



Role & Responsibilities of MU

- a. Land/space to be provided by UM for performing obligations under this MOU and any other future programs to be agreed by both the parties – and to be upgraded from time to time.
- b. MU will endeavor to establish a Centre of Excellence in Sports through this affiliate companies with the support of TERF.
- c. UM will provide infrastructure and assist in recruiting faculty and students.
- d. UM shall extend to TERF all its sister affiliations for extension of course and when required.

Financial Implications

This is hereby agreed by and between the parties hereinabove, that revenue sharing will be on the basis of 80:20 percent of the gross revenue. University of Mumbai will receive 20% share of gross revenue. All infrastructure upgradation and other expenses will be borne by TransStadia. All norms of UGC, Government of Maharashtra and University of Mumbai will be strictly followed.

COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) has been constituted with members from UM and TransStadia as under to ensure implementation of this MoU. SCC will be chaired by Vice Chancellor/Pro-VC or their nominee.

| UM | TransStadia |
|--|--|
| VC/Pro-VC (Chairman) | Founder & chairman – Udit Sheth |
| Head, Sports Studies | President & Director – Adille Sumariwalla |
| Registrar | Director Sports Programs- Juthika Mehta |
| A Member of Management Council of the University | Director Management Sc. Programs – Sharvari Dalal |

SCC will review the progress of the work periodically, at least twice a year.



Confidentiality

- a. Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential.
- b. Both Parties shall hold, in strict confidence, any and all information (including but not limited to any personal information, Students' Information, intellectual property rights, etc.) made available or known to it in pursuance of this MoU regardless of the form thereof (including documents, magnetic tapes, electronic data, and whether or not being indicated as confidential), and shall not reveal or share such Confidential Information to any other third parties or disclose the Confidential Information without prior written consent of the disclosing Party, except for such information (excluding any personal information) which falls under any of the following items:
 - i. information which has already entered into the public domain before the disclosure thereof;
 - ii. information which enters into the public domain after the disclosure through no fault of either Party hereunder;

Indemnity

Both Parties agree and undertake to indemnify, defend and hold harmless the other Party against all losses, liabilities, claims and damages, costs and expenses, whatsoever suffered or incurred arising out of or in connection with or as a consequence of a breach or non-performance of obligations, provisions or covenants under this Memorandum of Understanding.

Intellectual Property

- a. Both Parties agree and undertake that they shall not use any intellectual property including copyright, patents, trade secrets, rights in computer software, domain names and trademarks belonging to the other Party.
- b. Notwithstanding the above, the Second Party specifically agrees that it shall not use the logo or trademark belonging to the First Party in any manner whatsoever, without the prior written consent of the First Party.
- c. However, it is agreed that all intellectual property rights arising by way of joint-ownership of both the Parties will not require any prior consent (written or otherwise) of the other Party prior to its use.



Governing Law

This Memorandum of Understanding shall be governed and construed in accordance with the Laws of India.

Dispute Resolution

The Parties do hereby agree that any claim, controversy, or other dispute between them relating to this Memorandum of Understanding or its interpretation will be submitted for amicable resolution by the Parties. In the event that the Parties do not resolve the dispute within a maximum period of 60 (Sixty) Business Days from the date of the initial request for a meeting between the Parties to resolve the dispute, such dispute will be submitted to the Honorable Vice-chancellor University of Mumbai, whose decision shall be final and binding on both parties.

Amendment

Any amendment or modifications of the terms of this Memorandum of Understanding shall be valid only if executed in writing by and between the Parties.

Validity

This Memorandum of Understanding shall be valid for a period of five years from the date of its execution. The term of the Memorandum of Understanding can be extended by mutual consent of the Parties.

Termination

Either of the Parties shall terminate the MoU without cause by giving 3 months' notice in writing to other party. However, if the MoU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the Program to which the students have been admitted before the date of servicing the notice of termination. If any disputes regarding this Honorable Vice Chancellor will be the final authority to deal with. If any legal issues the Jurisdiction will be Mumbai.

Assignment

Neither Party shall be entitled to transfer or assign or outsource, whether in part or full, any rights and/ or obligations hereunder without the prior written consent of the other Party.



Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance impossible.


Counterparts

This Memorandum of Understanding shall be executed in 2 (two) counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

For Party 1

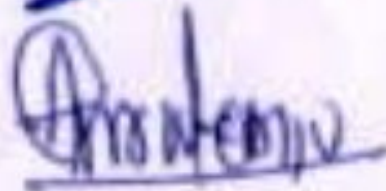


Witness:

For Party 2



Witness



(Mohan Amoute)