



TEERTHANKER MAHAVEER UNIVERSITY

(Established under Govt. of U.P. Act. No. 30, 2008)

Delhi Road, Moradabad-244001 (U.P.) India

Tel. : +91-0591-2360222, 2476801, E-mail : university@tmu.ac.in, Website : www.tmu.ac.in

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made at Moradabad on 26th October 2021 ("**Execution Date**") is entered by and amongst :

Teerthankar Mahaveer University, duly recognized by UGC (University Grants Commission) having its office at Teerthankar Mahaveer University, Delhi Road, NH 24, Bagadpur, Uttar Pradesh - 244001 (hereinafter referred to as the "**TMU**"), which expressions shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs, successor/s, executor/s, administrator/s and assigns) acting through its authorized signatory **Registrar** of Teerthakar Mahaveer University being the Party of the First Part.

AND

M/s Thrill Sports Management Private Limited, a registered company having it's registered office at 18-19, Kursi Road, Phool Bagh Colony, Gudumba, Ghaila, Lucknow, Uttar Pradesh – 226020, and having the right to use the trademark of Toss Sports in order to operate and run sports academy (hereinafter referred to as the **Toss Sports**), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor/s, legal representative/s, executor/s, administrator/s, affiliates and assigns) acting through its authorized signatory **Mr. Chetan Singh** being the Party of the Second Part.

Both the parties for the purpose of this MOU hereinafter individually called the "Party" and collectively called the "Parties"; which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns.




For THRILL SPORTS MANAGEMENT PVT. LTD.


Authorised Signatory

RECITALS

1. That TMU, Moradabad is duly recognized by UGC & is providing education by multiple Graduation & Post Graduation programmes which represents and warrants that they are in absolute, peaceful, unfettered ownership and possession of the Cricket ground within the university campus having total area admeasuring approx. 21000 sq. mt. (8.4 Bigha), located at TMU Campus, Delhi Road, NH24, Bagadpur, Uttar Pradesh – 244001 (herein after referred as "**Premises**") and is fully entitled to serve the purpose of this MOU.
2. That M/s. Thrill Sports Management Pvt Ltd operating thru its trademarked brand name of TossSports™ is a leading institution of promoting sports and education and also involved in promoting and encouraging the Adapted Physical Education and Sports; Fitness and Wellness; Sports Education; International Curriculum Standards and Development & for the purpose to develop one of the Best Cricket Infrastructure including all the modern facilities which are required for training of modern-day cricketers has approached TMU to give the right to use the Premises and in this regard, TMU is fully competent to enter into this MOU.

ARTICLE 1: GENERAL OBJECTIVE

1. This MOU shall provide the framework within which proposals for programs of cooperation between the Parties in Cricket Academy Operation and player development and excellence are to be jointly considered on the basis of reciprocity and mutual benefits & the parties shall endeavor to encourage and facilitate, as appropriate, the advancement of sport and cooperation that pertain to the fields of sports and youth affairs and shall endeavor to conclude such arrangements, for the conducting of sports activities and programs in Cricket.

ARTICLE 2: POINTS OF UNDERSTANDING

1. That this MOU is being entered into between the parties to use the Sports Ground (owned by TMU) by TOSS Sports for the purpose of establishing "TMU TOSS Cricket Academy" a Cricket Club (herein after referred as TCA) and for conducting cricket matches/tournaments and other sports as agreed by the parties under this MOU & the parties have also mutually agreed that the logos of TMU along with TOSS Sports shall be used for Merchandising/Jerseys for the candidates enrolled at the premises only.
2. That TMU has duly agreed that apart from Cricket, Toss Sports shall also cover various other sports in its portfolio as and when required and suitable in future with mutual consent.




For THRILL SPORTS MANAGEMENT PVT LTD.

Authorized Signatory

ARTICLE 3: KEY RESPONSIBILITIES

Teerthankar Mahaveer University (TMU)

1. That TMU will be responsible for the followings:
 - a. Provide & maintain the cricket ground in fit for use condition
 - b. Providing Office space & accommodation (initially for 2 members) of TMU Toss Cricket Academy Staff with mutual consent
 - c. Providing Space for safe storage of academic equipment's
 - d. Ground & Ancillary building maintenance including green & pitches
 - e. Management & Operation of Transport Facility for the students upon achieving bare minimum number of students on a respective route for pick-up & drop
 - f. Upgrading of Infrastructure as required during the operations
 - g. Electrical & Mechanical repair-work as required for smooth operation of the Cricket Academy
 - h. Maintenance charges (if any)
 - i. All govt taxes & duties related to the infrastructure (e.g. municipal taxes)
 - j. Other sports complexes for fitness training, recreation & workshops from time to time as required by TOSS Sports.
 - k. Supply of basic needs such as but not limited to Water, Electrical & Internet connection for office, academy & installed PTZ Camera

TOSS Sports

2. That TOSS Sports will be responsible for the followings :
 - a. End to End Operations & Promotion of Cricket Academy within the said premises
 - b. End to End Operations of Cricket Ground(s) & Ancillary Buildings
 - c. Providing & Managing Technical & Admin Staff
 - d. Planning & arranging visits of renowned cricketers / coaches & exchange programs
 - e. Deployment & maintenance of cricket related equipment's
 - f. Providing & Managing of Cricket Related Equipment's & Technology Deployment, Maintenance & Upgrade
 - g. Installing PTZ Camera in the Cricket Academic Area for remote surveillance of the cricket academy operations
 - h. Repair & rectification of any intentional electrical / mechanical damage caused by / due to activities by TMU TOSS Cricket Academy

For THRILL SPORTS MANAGEMENT PVT. LTD.

Authorised Signatory



ARTICLE 4: FRAMEWORK

1. That the terms of this MOU is valid for the period of 5 (Five) years from the date of the execution of this MOU & minimum lock in period will be 3 years & shall be revised as per mutual consent of both the parties.
2. That both the parties agree that all the clauses, sub-clauses or any content written in this MOU shall be applicable as per the basic understanding getting derived thru it & any variation, deviation, upgradation of any clause, sub-clause or any content written in this MOU shall be amicably settled & mutually decided for the betterment of the purpose being served through this MOU as well smooth & viable working conditions as well as whatsoever kind off benefits, which shall be done officially for record purpose.
3. That both the parties shall indemnify each other for any/all losses/damages incurred/caused by its representatives and agents to the Premises during such presence of TOSS Sports and/or their agents in the Premises & vice-versa.
4. That TMU shall not hold Toss Sports responsible or liable for any damage to the Premises resulting from Force Majeure conditions as stated herein and other conditions which are beyond the control of Toss Sports e.g.
 - a. Any TMU student (apart from the cricket academy) damages the pitch in the night
 - b. Any damage by any third party (including students of TMU apart from cricket academy students) during any event being organised in the premises or inside the university
5. That Toss Sports shall use and occupy the premises for its office/or operating the cricket academy, other sports and related activities and shall permit only its employees, representatives, students, guardians & players/associates during events etc. to operate/function from the premises with due care and caution and keep the same in good order and condition.
6. That Toss Sports shall charge TMU students / TMU Staff / TMU Staff wards on subsidized rates as per Annexure-A, which shall be decided with mutual consensus by the parties from time to time.
7. That Toss Sports shall provide & setup FOC training camps to the TMU university team for any tournament they shall be taking part during the validity of this MOU, except


Dr. Atul Kumar
Registrar
Tamil Nadu Veterinary, Animal and Fisheries Sciences University
Tamil Nadu Veterinary, Animal and Fisheries Sciences University

For THRILL SPORTS MANAGEMENT PVT. LTD.

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TMU inter-college matches/tournaments, board matches, UPCA or other recognized trails or as decided mutually between the parties.

8. That TMU agrees and undertakes to pay 65% share of the total revenue, post discharging of taxes as revenue share to Toss Sports during the term of this MOU on or before the 7th day of every succeeding month subject to statutory deduction of tax at source as applicable.
9. That the parties have mutually agreed that all the student fees and ground bookings amount will be directly credited to the accounts of TMU TOSS Cricket Academy.
10. That in view of the above points, TMU further agrees and undertakes that a monthly report of the revenue generated for the past month from the premises shall be shared by TMU with TOSS Sports.
11. That the maintenance of the all-green area & pitches including the central pitches & practice pitches, rework of pitches or making of additional pitches shall be taken care by TMU through its revenue share.
12. That TMU agrees and undertakes that they shall have no objection to and shall ensure that Toss Sports, its employees, representatives, officers, cricketers and club members have clear and uninterrupted access to the Premises for the usage of the premises.
13. That the Parties have mutually agreed that no waiver shall be valid unless given in writing by one party & agreed by other, from whom such waiver is sought.
14. That both the parties have agreed to appoint a SPOC (Single point of contact) for seamless communication & smooth operation of the premises & in case of any change in SPOC as stated under, the other party shall be informed in an official manner at the earliest possible.

a. For **TMU**

Principal (TMIMT College of Physical Education)

Mobile : 9837469801

E-mail : principal.physicaleducation@tmu.ac.in

b. For **Toss Sports**

Head of Transformation

Mobile : 9151919261

E-mail : contact@toss-sports.com



For THRILL SPORTS MANAGEMENT PVT. LTD.



Authorised Signatory

15. That the parties will jointly promote the academy on their social media handles, OOH & print media as well as mutually work towards the promotion of the academy.
16. That Toss Sports agree to plan & arrange visits of renowned cricketers / coaches & exchange programs on minimum expenses, whereas the expenses shall be borne by both the parties with mutual consensus.
17. The parties agree to keep the Agreement in the strict confidence and not disclose to any third party or use for any purpose (other than in connection with this MOU) any information relating to the other's business which is marked "Confidential".
18. The TMU shall not enter any agreement / understanding with respect to the premises for the services mentioned in this MOU being offered by the Toss Sports for a period of Five (5) years hereafter.
19. The Memorandum of Understanding may be terminated by either party by giving six (6) months written notice to the other party & settlement shall be reached with mutual understanding.
20. In the eventuality of the failure of settlement negotiations (as mentioned above), the same shall be referred to the arbitration to be held at Moradabad. The reference shall be to a single arbitrator to be mutually appointed, or in case of disagreement as to the appointment of a sole Arbitrator, by 3 Arbitrators of which each party shall appoint one Arbitrator and the two appointed Arbitrators shall jointly appoint the third Arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any law relating to arbitration in force at the time of such reference.
21. No amendment, deletion, addition or other changes in any provision of this MOU or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the Party to be bound thereby.
22. Any additional area of concern during the course of the event would route through this supplementary MOU.
23. The Parties hereby represent and warrants that :-
 - a. They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this MOU and to perform their obligations under this MOU.



For THRILL SPORTS MANAGEMENT PVT. LTD.

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- b. This MOU constitutes a valid and binding obligations of the parties, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this agreements required hereunder do not contravene, violate or constitute a default or require any consent or notice under any provision of any agreement or other instrument to which the party is a party and by which the parties are or may be bound.
- c. Each of the representations and warranties shall be construed as a separate, warranty, covenant or undertaking, as the case may be, and shall not be limited by the term of any other representation or warranty or any other term of this MOU.
24. None of the parties shall be held in default in the performance of the obligation, under this MOU, in the event of force majeure which without any limitation include war, civil, commotion, riots, Act of God, Government action. In the event of force majeure, the parties of consortium MOU undertake to consult each other.
25. In witness whereof, the undersigned being duly authorized by their respective parties have signed the agreement.
26. Signed at Moradabad on the Twenty Sixth day of October 2021, the MOU stands authentic and valid.

For **Teerthankar Mahaveer University**


(Authorised Signatory)



Witness :

1. 

2.

For **TOSS Sports**

For THRILL SPORTS MANAGEMENT PVT. LTD.

Authorised Signatory
(Authorised Signatory)

1. 

2.