

**Memorandum of Understanding (MoU) with ICFAI University, Gangtok, Sikkim with Sportify Labs Pvt. Ltd. & Samagra Communications Pvt. Ltd. For Sports Infrastructure and Training**

Sportify Labs Pvt. Ltd. MoU Number: S/04/SK/2024

Sportify Labs Pvt. Ltd. MoU dated 16<sup>th</sup> May 2024.

This Memorandum of Understanding (this "MoU") is between the parties named in Section 1.A below. This MOU is issued under and governed Section 1.a below (the "MoU"). It is understood that the terms MOU and Work Order are used interchangeably, and where a Work Order is required pursuant to the MoU, parties agree to contract under the form of this MOU. The parties agree as follows:

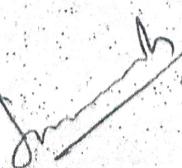
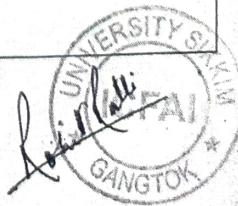
**1.A. MoU**

Parties to MoU:	<b>SPORTIFY LABS PVT. LTD.</b> (Service Provider), Faridabad in association with <b>SAMAGRA COMMUNICATIONS PVT LTD</b> , 89, Jai Apartments, 102, I.P.Extension, New Delhi  and  <b>ICFAI University, Gangtok, Sikkim, Ranka Rd, Lower Sichey, Sungava, Gangtok, Sikkim 737101.</b>
MoU Description	To Design, develop, and deliver sports infrastructure, coaching ensuring required quality in different domains of sports which in turn will lead to professional sportsman as per the national and professional requirement and make aspirants playable under the National level based at <b>ICFAI University, Gangtok, Sikkim, Ranka Rd, Lower Sichey, Sungava, Gangtok, Sikkim 737101</b> and other associates.
MoU Description Explained :	Sportify Labs Pvt. Ltd. will be Providing Services to the above academic Institutions by providing professional coaches for different sports selected by the client namely <b>Cricket, Boxing, Yoga, Kabaddi, Badminton, wrestling, Football</b>  This is a 4 years MoU from the date of Signing.

**1.B. Effective Date**

This MOU will become effective upon both parties' signature and governs Services and Deliverables described herein. The effective date of this MOU means the date of execution of this MOU which shall be the date that the last party thereto executes this MOU (as indicated by the date associated with that party's signature). If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this MOU, and the other party may inscribe that date as the date associated with the signing party's signature.

This MOU is effective for 4 years.

## 2. MOU Overview

**Name:** Sportify Labs Pvt. Ltd. (Service Provider) and Samagra Communications Pvt Ltd.

**Business Objective/Project Purpose:** This document sets out to define the scope of work with for the development and subsequent launch into the production of Sportify Labs Pvt. Ltd..

Sportify Labs Pvt. Ltd. aims to promote sports among students by making sports a part of their life. Sportify encourages educational institutions to make sports part of their curriculum and give a choice to the students of different physical and mental activities by exposing youngsters' variety of sports & activities Sportify Labs Pvt. Ltd. to :

- A. Mentor and develop world-class athletes.
- B. Provide World Class and Qualified Coaches.
- C. Ensure training to achieve success in their chosen disciplines.
- D. Support Athletes to develop into Champions who 'WIN'.
- E. Holistic Healing.
- F. To establish a Sports academy at the institute.

**MOU Term:** 16<sup>TH</sup> MAY 2024 – 16<sup>TH</sup> MAY 2028

**Exit Clause:** Client may, by giving One (1) Year notice in advance to the other party, exit from the MoU, and the MoU shall stand terminated (only after completion of the MoU).

### Joint Responsibilities:

- Promotion for the programs are undertaken shall be advertised/ propagated through the respective websites of the parties.
- To promote the activities and encourage the enrolment process for coaching and sports infrastructure.
- To establish the premises of First Party as the hub for academic services for external attendees

**Exclusivity:** At any given point of time you cannot hire our assigned coaches externally.

**Location(s):** In any location Sportify Labs Pvt. Ltd. operates nationally

**Games :** Cricket, Boxing, Kabaddi, Yoga, Wrestling, Football (sports being provided as per the availability of coaches & discussion with the college management).

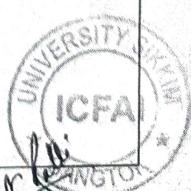
**Fees Collection:** Monthly payment on the specified date as per discussion

## 3. Detailed description of the Services that Sportify Labs Pvt. Ltd. is able to Deliver:

Sportify Labs Pvt. Ltd. is able deliver the following services. However these are subject to MoU with each academic Institutions/client. The following services will be discussed and delivered as per the MoU with the client.

Note: Out of the services below, only the selected services will be delivered as per the MoU stated in the section 2 above.

1. International platform
2. Various Sports to choose from. (Subject to Sports availability & Changed as per institute)
3. Low fee structure
4. Providing basic sports knowledge to students.
5. Convenient timings and practice sessions.
6. Providing Uniform



7. Physical & Mental Health Development
8. Complete Guidance for future career in sports
9. Provision of required equipment to players.
10. Special Focused program for Disabled students.
11. Chances to go abroad and play on international platforms.
12. Providing Infrastructure & technology support
13. Mentor and develop world-class athletes
14. Provide World Class and Qualified Coaches
15. Ensure training to achieving success in their chosen disciplines
16. Support Athletes to develop into Champions who 'WIN'
17. To create a Sports academy in the institute

NOTE: The services that has been agreed are in Section 2.

Key sports that has been agreed to be provided are Cricket , Basketball (or Volleyball) , Wushu or Boxing (i.e. either Wushu or Boxing) , Football, Kabaddi (listed sports will be provided as per the availability of coaches & discussion with the academic Institutions management).

#### 4. MOU Acceptance, Service and Termination

All Deliverables provided here are subject to the Acceptance provisions of the MoU unless otherwise agreed to below. In case of dissatisfaction, the client is obligated to contact Sportify Labs Pvt. Ltd. for any support or queries.

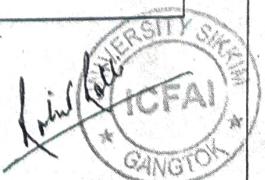
Termination: This MoU can be terminated by providing one(1) Year of written notice to by the client in writing to be provided by the service provider unless agreed otherwise.

Jurisdiction: This MoU is governed by Indian law. Any disputes between the Parties relating to the this MoU will be subject to the exclusive jurisdiction of the courts in Haryana, India.

#### 5. Primary Contacts

Each party will assign a primary contact for this MOU ("Primary Contact"), who will be empowered to allocate resources and make decisions for that party in a timely fashion and will attend status meetings to discuss progress and any other issues that arise during the term of this MOU.

Sportify Labs Pvt. Ltd. Samagra Communications Pvt Ltd. Primary Contact	Alankrita Manavi Syal Sportify Labs Pvt. Ltd.
Sportify Labs Pvt. Ltd. Primary Contact email address	+91 - 9999182127 <a href="mailto:alankrita.sadhna@gmail.com">alankrita.sadhna@gmail.com</a>
Client Primary Contact	D R. ROHIT RATHI
Client Primary Contact email address	<i>registrars@iusikkim.edu.in</i>

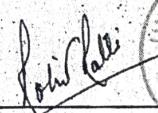
**6. Purchase Order Issuance**

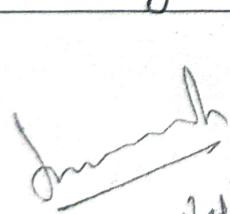
A Sportify Program can only be issued after this MOU has been fully signed and executed by both parties.

**7. General Terms specific to this MOU**

This MOU incorporates, as if it was contained in this MOU, the MoU, and if this MOU conflicts with the MoU, the MoU will prevail unless this MOU specifically identifies the conflicting terms in the MoU and expressly states that those conflicting MoU terms will not apply to (or are otherwise replaced by different terms specified in) this MOU, in which case this MOU will prevail over the MoU. Capitalized terms used but not defined in this MOU are as defined in the MoU. No amendment to this MOU will be effective unless it is in writing and signed by both parties, and Supplier shall not unreasonably refuse to enter into any such amendment requested by Sportify Labs Pvt. Ltd.. The services is provided are subject to availability of coaches and timely receipt of fees as per the schedule.

Each party is signing this MOU on the date stated below that party's signature

<b>Sportify Labs Pvt. Ltd.</b> Samagra Communications Pvt. Ltd.	<b>ICFAI UNIVERSITY, GANGTOK</b>
Sign : 	Sign : 
Name: <u>Dr. Alankrita Marwari</u>	Name: <u>Dr. Romy Rath</u>
Title: <u>Founder Director</u>	Title: <u>REGISTRAR</u>
Date: <u>16th May 2024</u>	Date: <u>16.05.2024</u>

  
(Kumar Patel)  
(16/5/24)