



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) signed on this the 13th day of October 2025.

BETWEEN

ITM University has been established by the Act of the State Legislature, M.P. and is notified in the Official Gazette (extraordinary) of the State Government after having received the assent of his Excellency the Governor of M.P. hereinafter referred to as "ITM University"; which expression shall, unless repugnant to the subject or context, mean and include its successors, permitted assigns, and administrators of the **FIRST PARTY**.

AND

BASKETBALL FEDERATION OF INDIA, a society registered under the Societies Registration Act, 1860, represented by its President Mr. Aadhav Arjuna, having its registered office at 9th Floor, 27 Kasturba Gandhi Marg, New Delhi- 110001 (here in after referred as "**BFI**" / "**Federation**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **OTHER PART**.

WHEREAS the purpose and objective of this Agreement is to establish a strategic collaboration for fostering excellence in basketball through specialized training, holistic athlete development, and the advancement of health and wellness education, thereby designating **ITM University Gwalior** as an Affiliated Academy under the Basketball Federation of India's National Basketball Academy framework, in recognition of its institutional capabilities and commitment to aligning with BFI's mission to cultivate world-class basketball talent through structured academic-sporting synergies.

WHEREAS for purposes of this Agreement, the Party engaged to perform the respective Service as more particularly mentioned in schedule A is the "**Performing Party**" and the

Party for which a Service is to be performed is the "**Engaging Party**" for the avoidance of doubt, all Change Orders are subject to the written approval of both the parties.

NOW THEREFORE, in consideration of the mutual consent and understanding herein stated, the parties hereby agree as follows:

1. SCOPE OF SERVICES

- a) The SoS as more particularly mentioned in Schedule - A describes the respective contribution and services of each Party. Any services provided by one of the Parties under this Agreement are referred to as the "**Services**."
- b) All the SoS that are negotiated between the Parties shall be in writing und executed by both Parties and shall be attached hereto as supplemental Exhibits, and shall be incorporated into, and governed by, this Agreement.
- c) Each SoS sets forth, among other things:
 - i. A description of the Services to be performed by each Party.
 - ii. The responsibilities of the Parties.
 - iii. an estimated timeline:
 - iv. project milestones and any deliverables to be created for Company (the "Deliverables") and
- d) If a Party requests a change to an SoS, the Parties shall execute a written change order (the "**Change Order**"), which shall identify in reasonable detail:
 - i. a complete summary of the change requested:
 - ii. The impact on the project schedule; and mutual written consent of Parties hereto or as otherwise provided in this Agreement.

2. TERM OF SERVICE

- a) The effective date or the tenure of the Service shall commence on 13/10/2025 and shall remain in force for a period of **Three (3) year**, concluding upon the completion of the curriculum or on 12/10/2028, whichever is earlier, unless terminated earlier in accordance with the provisions of this Agreement. The continuation or extension of this Agreement beyond the initial tenure shall be subject to a **periodic review** as envisaged under **Clause 4** of this Agreement. Pursuant to such review, the **Review Committee**, after due evaluation and providing its opinion in writing, shall recommend whether the term of the Agreement merits an extension. Any such extension shall be formalized only upon mutual consent of the Parties and shall be



reduced into writing on such terms and conditions as may be mutually agreed at that time.

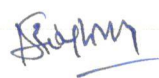
- b) During the term of the Service/ Agreement, the courses shall be offered by the Performing Party in collaboration with the Engaging Party.

3. INDEPENDENT SERVICE PROVIDER

- a) The relationship between the Parties shall be within the context of the Scope of Services ["SoS"], is that of an independent contractor, and nothing in this Agreement should be construed to create partnership, joint venture, or employer -employee relationship.
- b) Each Party shall, at all times during the term of this Agreement, perform the duties and responsibilities herein without any control by the other Party. Either Party may realize a profit or loss in connection with performance of the services. Neither Party is an agent of the other Party and is not authorized to make any representation, contract, or contract commitment on behalf of the other Party.

4. PERIODIC REVIEW AND POINT OF CONTACT

Steering Committee (hereinafter referred to as the "Review Committee") shall be constituted to oversee the development, implementation, and enforcement of the terms and objectives set forth in this Memorandum of Understanding ("MoU"). The Review Committee shall comprise two (2) representatives nominated by each Party, namely ITM University Gwalior and BFI, with a nominee from BFI serving as the Chairperson thereof. The Parties further agree that the Review Committee shall convene review meetings at intervals mutually agreed upon by the Parties, preferably once every forty-five (45) days, whether in person or via teleconference, for the purpose of assessing the progress of the activities contemplated under this MoU and planning future courses of action to ensure the effective achievement of the objectives contained herein. The representatives designated to the Review Committee shall serve as the primary liaisons for all administrative communications and decision-making with respect to the implementation and operation of the Academy. Any change in the designated representatives shall be effected only with the mutual written consent of the Parties, subject to the prior written approval of the President of BFI and the duly authorized representative of ITM University Gwalior.



3 | Page

For the effective monitoring, implementation, and operational oversight of the Academy established under this MoU, the Parties shall constitute a Review Committee; The Review Committee shall have the authority to:

- Review the status of ongoing programs and training activities conducted under the MoU,
- Appointment, removal, or replacement of coaching or technical staff, including any proposal to induct new coaches or support staff from the Basketball Federation of India,
- Suggest infrastructural, logistical, or academic enhancements to further the development of athletes and the Academy,
- Monitor compliance with training standards, performance benchmarks, and timelines as agreed by the Parties,
- Ensure adherence to mutual goals, while addressing grievances or operational inefficiencies as may arise,
- Approve modifications to the program curriculum, schedules, or strategic direction of the Academy upon consensus.
- Deliberate and decide upon all other modifications or incidental matters arising under the scope of this MoU, including but not limited to approval and allocation of travel expenses, allowances, or reimbursements for coaches, technical staff, or support personnel, subject to mutual agreement and within the approved budgetary framework.

5. CONFIDENTIALITY

- a) Confidential Information shall be treated as confidential during the term of this Agreement and for a period of 3 years thereafter. Confidential information shall include such information and material that is so expressed specifically or otherwise that is industry specific and courses or any subject material shared or delivered by the Performing Party during the provision of services detailed in the SoS hereunder.
- b) During such period, the Parties will not:



- I. Disclose the Confidential Information of the Either Party (Performing /engaging party) to any third party, using at least the same degree of care as it uses to protect its own confidential information, but not less than reasonable care; or
- II. Use such information for any purpose other than to perform its obligations under this Agreement (including the Research Plans).

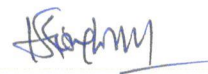
Upon termination of this agreement, each party will, upon request, return all copies of confidential information received from the other.

6. WARRANTIES AND LIMITED LIABILITY

- a) Both the Parties warrant that they shall take commercially reasonable efforts to carry out their duties in accordance with applicable statutes and guidelines of good industry practices and shall comply with all applicable central and state regulations and laws.
- b) Except as expressly provided in this Agreement, each party hereby disclaims any warranties, representations, or conditions, including without limit, any implied warranties of merchantability, fitness for a particular purpose, or title with respect to the performance of services hereunder.

7. TRADEMARKS LOGOS AND TRADE NAMES

- a) Neither Party shall use any name, trademark, service mark, or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations, and analyst reports and include the existence of this Agreement in their regular list of academic/industry collaborations. After securing the written consent of the other Party, the Parties shall mutually use each other's logos and names to display the services being provided in various physical centers, curriculums, books, articles, newspapers, publications, and other print, web, television, and social media platforms.



- b) No trademark violations shall be applicable for usage of collaborative logos and names for the purpose of services provided under this Agreement and other incidental services more specifically


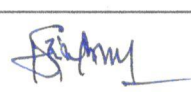
8. DISPUTES

- a) In the event one Party believes the other Party to be in breach of this Agreement ("Dispute"), the aggrieved Party shall notify the other Party of the alleged breach or violation in writing, and the Parties shall attempt in good faith to resolve the Dispute through negotiation & mediation amicably within a period of 30 days from the intimation of dispute.
- b) In the event the parties are unable to cooperatively and amicably resolve the Dispute, they shall attempt, in good faith, to refer the dispute to Arbitration and mutually appoint a sole Arbitrator as per the Arbitration and conciliation Act 1996.
- c) The place of Arbitration shall be Delhi and in English language.
- d) The cost of Arbitration and related costs shall be borne by the parties equally.

9. NOTICE

- a) Any notice required or permitted hereunder shall be in writing and shall be
- I. Delivered by hand.
 - II. sent through registered post with acknowledgement due
 - III. Through Electronic mail to the official email IDs as mentioned hereunder.
 - IV. Address & Details of Engaging Party

Name:	Basketball Federation of India
Postal Address:	9th Floor, 27 Kasturba Gandhi Marg, New Delhi, Delhi - 110001
Phone:	+91 83685 47971
Official Email ID:	basketballfederationindia@gmail.com



V. Address & Details of performing Party:

Name:	ITM University Gwalior
Postal Address:	NH-44, Turari, Bypass Jhansi Road, Gwalior-474011 (M.P.), India
Phone:	09752169997, 7987436998
Official Email ID:	Vipintiwari.sose@itmuniversity.ac.in

10. TERMINATION

- a) This Agreement may be terminated with the expiration of the Lock-In Period; or
- b) The Parties may mutually agree to terminate the Agreement.
- c) Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the termination
- d) If either party desires to terminate the Agreement, termination shall not take place during the academic year. prior to the expiration of the Lock-In Period, such party shall give a written notice of the same to the other party detailing the reason and the supposed breach causing such termination.

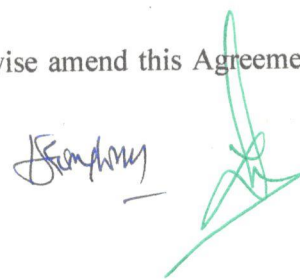
Upon receipt of such notice, the parties shall resort to amicable resolution within a mandatory period of 60 days from receipt of such notice.

11. PROPER LAW AND JURISDICTION

This Agreement shall be governed by Indian law. Any proceeding arising out of or in connection with this Agreement may be brought in any Court of exclusive jurisdiction in Delhi. Both the parties hereto submit themselves to the jurisdiction of Courts at Delhi only.

12. AMENDMENTS

Parties may mutually agree to extend, renew, or otherwise amend this Agreement in writing.



- a) This Agreement, the exhibits hereto, including the SoS, constitute and contain the entire agreement and final understanding between the Parties concerning the Services and all other subject matters addressed herein or pertaining thereto.
- b) This Agreement supersedes and replaces all prior negotiations and all prior or contemporaneous representations, promises or agreements, proposed or otherwise between the parties, whether written or oral, concerning the Services, any study and all other subject matters addressed herein or pertaining thereto.

14. ASSIGNMENT

Neither Party hereto may assign, code, or transfer any of its rights or obligations under this Agreement without the written consent of the other Party, whether by merger, acquisition, sale, operation of law, or otherwise.

15. WAIVER


No waiver of any term, provision, or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition, or of any other term, provision, or condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this MOU in the date as mentioned above

For ITM University Gwalior


(Prof. YOGESH UPADHYAY)
Vice Chancellor

For Basketball Federation of India


(RAVINDER SINGH GILL)
Secretary General

Witnesses:

1.

2.