



Memorandum of Understanding (MoU)

On Sports Training and Facility Sharing

Between

Siddharth University, Kapilvastu, Siddharthnagar, India

And

NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar



THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on **the day of 21st June 2025.**

Between

Siddharth University, Kapilvastu established by the Uttar Pradesh State Universities Act 1973 (hereinafter referred to as SUK which expression hereof includes its successors, administrators, and assigns) represented through Registrar, SUK, who is duly authorized to execute this agreement, of the first party.

and

NextGen Sports Foundation, having its principal office at Siswa Khurd, Siddharthnagar, acting through Director/founder of the second party.

for

the purpose of establishing a partnership between the SUK and NextGen Sports Foundation is to promote and facilitate the provision of sports activities and certificate programs for the benefit of the students and community.

SUK and NextGen Sports Foundation may hereinafter collectively be referred to as "Parties" and individually as "Party".

WHEREAS

- a) **Siddharth University, Kapilvastu**, established by Uttar Pradesh State Universities Act 1973 has academic programmes, designed in line with the best universities around the world, combining the best practices of pedagogy and classroom teaching, complemented by practical training and experiential learning. In order to promote value-based education, research and training, and consultancy. In terms of infrastructure, the University can boast of having a world-class facility.
- b) **NextGen Sports Foundation** is a trust formed and registered under Section 12A and 80G of the Income Tax Act, 1961, and is also incorporated as a non-profit Section 8 Company of the Companies Act, 2013 for promoting Sports, Health, and Wellness in the country. It is located in Siddharthnagar, UP, and is primarily committed to supporting talented players along with promoting a healthy and active lifestyle.
- c) SUK and NextGen Sports Foundation have mutually agreed in principle to establish a Memorandum of Understanding (MoU) focused on sports activities and facilities. This collaboration will enhance sports training, facility sharing, joint academic certificate and/or co-curricular programs, and the organization of joint events, fostering athletic development and promoting mutual growth for both institutions.



Memorandum of Understanding (MoU)
On Sports Training and Facility Sharing



Between
Siddharth University, Kapilvastu, Siddharthnagar, India
And
NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar

- d) The joint program shall be organized at both Siddharth University, Kapilvastu (SUK) campus, and NextGen Sports Foundation, ensuring collaboration through shared venues for training and events.
- e) This MOU will be effective for a period of 02 years (two years) from the date of signing and can be renewed for further term after review by the peer team. However, the agreement may be terminated from either side, if either party serves notice to the other party at least three months before the commencement of the next academic session/training Program.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:

(I) Role and Responsibilities of SUK

- 1. SUK will ensure the active participation of its students in joint sports training, competitions, and events.
- 2. SUK will offer faculty involvement for sports-related programs regarding sports committee (mainly Coordinators, Secretary, and its members) resources.
- 3. SUK will host sports events, tournaments, and workshops as part of the joint initiatives, providing venues and necessary arrangements.
- 4. SUK will ensure party that NextGen Sports Foundation name is prominently featured on event banners and in all press releases for any event organized under the MOU.
- 5. SUK shall provide the support in designing and implementation of the academic training and/or co-curricular and/or certificate programs related to sports and physical fitness and awareness, jointly with NextGen Sports Foundation, on mutually agreed terms and conditions.

(II) Role and Responsibilities of NextGen Sports Foundation

NextGen Sports Foundation will ensure that experienced coaches/ trainers will work closely with the University Sports Committee to provide specialized training sessions, guidance on techniques, and strategic support to enhance performance across various sports disciplines.

- 1. NextGen Sports Foundation and its partners and associations, will provide all the necessary equipment(s) for training, as and when required, as mutually agreed upon for the sports categories identified mutually.
- 2. NextGen Sports Foundation will collaborate on designing skill development programs tailored to the needs and interests of your students, helping them progress in their chosen sports and fostering a culture of continuous improvement.



Memorandum of Understanding (MoU)

On Sports Training and Facility Sharing

Between

Siddharth University, Kapilvastu, Siddharthnagar, India

And

NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar



3. NextGen Sports Foundation will organize joint events and inter/intra college/ district level/ national level competitions that can foster camaraderie among students, promote healthy sports competitions, and provide valuable opportunities for networking and social interaction under the health and fitness category.
4. NextGen Sports Foundation will engage with the wider community to promote the importance of sports and physical fitness in leading a balanced and healthy lifestyle through collaborative events, workshops, and outreach programs.
5. As part of our commitment to nurturing young talent, NextGen Sports Foundation will explore scholarship opportunities for exceptional students who exhibit remarkable athletic skills and dedication to their sport.
6. NextGen Sports Foundation shall provide support in designing and implementation of the academic training and/or co-curricular and/or certificate programs related to sports and physical fitness and awareness, jointly with SUK, on mutually agreed terms and conditions.

(III) Joint Roles and Responsibilities of SUK and NextGen Sports Foundation

1. SUK and NextGen Sports Foundation will collaborate to design and implement sports training/ certificate programs, events, and workshops tailored to enhance athletic skills and development.
2. Both parties will jointly organize sports events, tournaments, and competitions, sharing responsibilities for logistics, promotion, and execution.
3. Both parties will jointly monitor the progress of all programs and events, ensuring effective implementation and continuous improvement through regular feedback and evaluations.
4. SUK and NextGen Sports Foundation will ensure that all activities adhere to necessary safety standards, legal requirements, and ethical guidelines to ensure the well-being of participants.
5. Both parties will collaborate on securing and allocating resources, including funding, sponsorships, and equipment, to support joint sports initiatives.
6. Both parties will adhere to a code of conduct that promotes sportsmanship, safety, and respect for all participants.
7. Both parties will maintain the confidentiality of any proprietary or sensitive information disclosed during this Agreement.



Memorandum of Understanding (MoU)

On Sports Training and Facility Sharing

Between

Siddharth University, Kapilvastu, Siddharthnagar, India

And

NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar



8. Either parties will never use Name/Logo of each other for the promotion/event (s) without prior written permission, except for the events organized in collaboration.
9. Both parties shall arrange for third-party support and sponsorships for the events organized in collaboration. However, the financial management of the collaborative events/ academic training and programs organized at the University campus shall be governed by the University officials and the events organized by the NextGen Sports Foundation at their campus shall be governed by NextGen Sports Foundation officials.

(IV) Ownership of the Programme

1. NextGen Sports Foundation and SUK shall own the intellectual property rights over the "Structure of the Program" to the extent such co-curricular activities in terms of sports activities can claim ownership and IP rights as per the laws of the country.
2. This Memorandum of Understanding does not give rise to any contractual relationship between the parties, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.
3. This Memorandum of Understanding will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject. To administer and facilitate this cooperation, each party will designate an appropriate officer to coordinate activities resulting from this cooperation.

(V) Financials

Financial charges for the services provided by the NextGen Sports Foundation shall be agreed upon separately by both parties and outlined in a separate schedule or agreement. The SUK and NextGen Sports Foundation shall make financial contracts event-wise/program-wise and activity-wise exclusively based on mutual agreement.

(VI) Force Majeure

For this MoU, the expression "**Force Majeure**" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening shall only be considered Force Majeure if it is not attributable to willful act, neglect, or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party because of any failure or delay in the



Memorandum of Understanding (MoU)

On Sports Training and Facility Sharing

Between

Siddharth University, Kapilvastu, Siddharthnagar, India

And

NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar



performance of its obligations hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume the performance of such obligations hereunder for the duration of such Force Majeure event.

(VII) Termination

The present MoU can be terminated by either party by giving a notice three months before the commencement of the next academic session/training program. In this regard, neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties with respect to the students already registered for any of the programs under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until the completion of the evaluation of the already registered students and reporting of their results by both parties.

(VIII) Confidentiality

1. During the tenure of the MoU and after that also both SUK and NextGen Sports Foundation will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
2. Both SUK and NextGen Sports Foundation shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without the written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.
3. Further both SUK and NextGen Sports Foundation shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
4. Confidential Information shall mean any proprietary information, data, or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal, or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- a. Is or becomes publicly available through no fault of the receiving party
- b. Is already in the rightful possession of the receiving party prior to its receipt of such data or information



Memorandum of Understanding (MoU)

On Sports Training and Facility Sharing

Between

Siddharth University, Kapilvastu, Siddharthnagar, India

And

NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar



- c. Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d. Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e. Is disclosed with the written consent of the party whose information it is, or
- f. Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

(IX) Amendments

Any amendment add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

(X) Indemnity

Both parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, and proceedings by a third party (including all costs, expenses, damages /losses) arising out of or in connection with this MOU.

(XI) Arbitration

In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by an officer/office-bearer of suitable designation from SUK and officer/management from NextGen Sports Foundation, Siddharth Nagar and, in a spirit of independence, mutual respect and shared responsibilities, without any resort to arbitration or other form of legal remedy including resort to court of law.

(XII) Exclusive Jurisdiction

The MoU shall be subject to the jurisdiction of the courts at Siddharthnagar.

This Memorandum of Understanding is a document of good faith and shall be followed by an agreement on mutually agreed terms and conditions to detail the financial implication and revenue sharing among the parties. This Memorandum of Understanding (MoU) will be effective up to two years (02 years) beyond the date of signing this agreement, that is, up to 21st June 2027.



Memorandum of Understanding (MoU)
On Sports Training and Facility Sharing



Between
Siddharth University, Kapilvastu, Siddharthnagar, India
And
NextGen Sports Foundation, Siswa Khurd, Sanai, Siddharthnagar

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

For and on behalf of
Siddharth University, Kapilvastu

For and on behalf of
NextGen Sports Foundation

(Authorized Signatory)

Registrar, SUK

Dated: _____

Registrar
Siddharth University
Kapilvastu-Siddharthnagar (U.P.)

(Authorized Signatory)

NextGen Sports Foundation

Dated: 21/06/2025

Witness 1

Name: Dr. Vishal Gupta

Designation: Associate Professor
Western Sports Committee

Witness 2

Name: Prof. Abhay Kumar Srivastava

Designation: Principal, Buddha vidya peeth
P.G. College, Siddharthnagar.

Witness 1

Name: Shivani Dwivedi

Designation: Admin/Yoga/Zumba
Nextgen sports foundation

Witness 2

Name: Aman Kumar Dwivedi

Designation: Manager / head coach
Nextgen sports foundation