

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),
AND
PULLELA GOPICHAND BADMINTON ACADEMY**

Preamble

Indian Institute of Technology Kharagpur (IITKGP) is a reputed institution of higher learning situated at Kharagpur, India, Kharagpur-721302

Pullela Gopichand Badminton Academy (PGBA) is a badminton training facility in Hyderabad, Telangana, India. Founded by the 2001 All England Open Badminton Champion, Pullela Gopichand, the facility trains several badminton players of repute such as Saina Nehwal, P. V. Sindhu, Srikanth Kidambi, Parupalli Kashyap, H.S. Prannoy, Sai Praneeth, Sameer Verma and many others.

IITKGP and PGBA have agreed for institutional collaboration in training and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and exchange programmes, carry out joint training and research on a reciprocal basis, especially in the area of the happiness and wellbeing of players, training of players from both the sides, development of coaches, and R&D related to techniques and materials used in badminton. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

Coordination

Mr. P. Gopichand shall be the Coordinator from PGBA and Rekhi Centre of Excellence for the Science of Happiness, will coordinate from IITKGP with the Head/Coordinator of the Centre acting as the Coordinator. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

Scope of Cooperation

The following areas of cooperation have been identified under this MoU.

- a. Training programmes that focus on happiness and wellbeing for enhancing the quality of performance and resilience of the players of PGBA, will be developed by IITKGP.
- b. Training programmes, which focus on happiness and wellbeing and on how to use that knowledge while training players, will be developed for coaches of PGBA by IITKGP.
- c. Advisory and training programmes for the students and coaches of IITKGP in the field of sports in general and badminton in particular may be (i) developed for the current students of Technology Students Gymkhana and (ii) proposed Sports academy at IITKGP by PGBA.



- d. Collaborative research related to (i) happiness in sports in general and badminton in particular and (ii) science and technology in sports training, monitoring and use of materials in general and badminton in particular can be jointly explored by IITKGP and PGBA.

The areas of cooperation may be revised by mutual consent. However, specific programmes and collaborations and their financial implications may require separate agreements detailed out and documented as annexures to this MoU.

An Apex Steering Committee will be constituted with the Director, IITKGP as the Chairman, Mr. P. Gopichand, Mr. S. S. Rekhi, the Coordinator from PGBA and the Coordinator from IITKGP as its members.

A Management Committee would be constituted to coordinate the activities from both ends and will consist of the Coordinator from PGBA and the Coordinator from IITKGP, two nominees from PGBA, two nominees from IITKGP with Mr. S. S. Rekhi as an invitee.

Non-discrimination

IITKGP and PGBA agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

Code of Conduct

Visiting student and faculty will abide by the codes of conduct of the host Institution.

Intellectual Property

Each institution will adhere to the intellectual laws of India. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. If one institution receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.



Financing

The two institutions will discuss in detail about the funding for the proposed scope of work. In case PGBA agrees to fund the proposed work on a project mode, the implementation of timeline will begin from the date of sanction letter received. Similarly, if IITKGP agrees to fund a proposed work and PGBA agrees to take it up, work will begin based on a separate annexure that outlines the scope of work and funding based on the mutual consent of both the Institutes.

Legal Status

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussions.

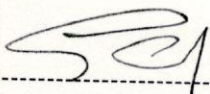
Validity and Termination

This MoU is valid for an initial period of five years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent.

This agreement may be terminated:

- by either party giving the other party 6 months' prior written notice;
- by written notice by one of the Parties if the other Party has committed a breach of this MoU.

However, specific commitments made prior to such intimation shall be honoured by both the institutions including ensuring that any student at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.



Mr. Pullela Gopichand
Founder
Pullela Gopichand Badminton Academy
Hyderabad, India

Date : March, 30, 2019.



Prof. Partha Pratim Chakrabarti
Director
Indian Institute of Technology Kharagpur
Kharagpur, India

Date : March 30, 2019