

Memorandum of Understanding

Victoria University (VU)
Sports Authority of India (SAI)



Memorandum of Understanding

This Memorandum of Understanding is dated 10th April 2017

Parties

Victoria University

Ballarat Road, Footscray, VIC, 3011ABN
PO Box 14428 Melbourne VIC 8001
(VU)

and

Sports Authority of India

Jawaharlal Nehru Stadium Complex (East Gate)
Lodhi Road
New Delhi – 110003, INDIA
(SAI)

Background

- A. In pursuance of the Memorandum of Understanding (**MOU**) between the Governments of India and Australia on Cooperation in Sport, on the basis of reciprocity and mutual benefit, signed on 05.09.2014, the parties wish to enter into a collaborative arrangement on the terms set out in this MOU.
- B. As the University of Opportunity and Success, VU is open and excellent, creating exceptional value for any student from any background and uplifting communities in which we operate. VU provides high quality, engaging career-based tertiary education at all levels of vocational and higher education; as well as high quality and innovative applied and translational research which results in healthier, smarter and sustainable communities, and connecting deeply with industry and the community, in turn enhances the quality of teaching and learning.
- C. SAI, on the behalf of Ministry of Youth Affairs and Sports, has been entrusted with the responsibility of maintaining and utilising a number of stadia in Delhi, as well as adopting an integrated approach towards the promotion and development of sports consciousness through its other key sport centres including Netaji Subhas National Institute of Sports (**NIS**), Patiala, which provides both a learning and training environment for elite athletes, coaches and sport scientists.
- D. VU and SAI (via NIS) have identified areas of shared and compatible interests and wish to undertake collaborative activities relevant to their respective interests.
- E. The parties anticipate that, while this Memorandum of Understanding (**MOU**) is not intended to establish a binding contractual relationship between them, it will facilitate the establishment of a working relationship between them leading to the conduct of one or more collaborative activities.

Agreement

1. Term

- 1.1 This MOU will take effect on the date set out above and will continue for five years (**Term**).
- 1.2 The parties agree to review the operation of this MOU one year after the date of its

signing and at least once per year thereafter.

2. Broad Areas for Collaboration

2.1 During the Term, the parties will discuss opportunities for collaboration. Such opportunities will include:

- (a) How VU can support SAI to develop and improve elite sporting expertise in India, by:
 - (i) assisting in the structure and curriculum development of NIS sports education courses (i.e. Bachelor of Sports Science)
 - (ii) VU supporting the NIS on coach development and long-term athlete development programs
 - (iii) exploring the possibility of VU delivering specialist course units with the opportunity for Honours level students to come to VU to complete post-graduate studies
- (b) Assistance in liaising and coordinating educational course development and delivery options with key Indian universities across the physical education and sports sectors;
- (c) Identifying and exploring further activities of mutual interest.

2.2 Where an activity may give rise to obligations between the parties, a separate legally binding agreement shall be entered into for each activity.

3. Legal Effect of this MOU

This MOU outlines the framework of a working relationship between the parties. It is not intended to constitute a contract, but is built on goodwill and binding in honour only. No partnership or joint venture is created by this MOU, and no party can commit another financially or otherwise to third parties.

4. Confidentiality

Each party shall only use another party's confidential information which is communicated to it in connection with this MOU for the purpose for which it was communicated or with the permission of the communicating party.

5. Intellectual Property

Nothing in this MOU alters or affects the ownership of any intellectual property which is communicated by one party to another.

6. Use of Name and Logo

No party shall use the name of another party as an endorsement, or another party's logo (or any variation thereof), without first obtaining the relevant party's written consent.

7. Standards of Performance

All obligations under this MOU (and any agreement resulting from this MOU) shall be

performed in a manner protective of and consistent with all parties' reputations for excellence and integrity in their respective areas of operation either education or local government.

8. Termination

Any party may exit this MOU by providing written notice to the other parties.

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