

MEMORANDUM OF UNDERSTANDING

BETWEEN

SPORTS AUTHORITY OF INDIA

AND

AUSTRALIAN SPORTS ACADEMY PTY LTD

FOR

COOPERATION IN THE FIELDS OF SPORTS

This Memorandum of Understanding (MoU) is being entered between the Sports Authority of India (SAI) and the Australian Sports Academy PTY LTD (ASA, hereinafter collectively referred to as "Parties" and individually as the "Party".

WHEREAS Sports Authority of India is society registered under Registration Society Act, 1860 having its Head Office at J.N. Sports Complex adjacent CGO Complex, New Delhi - 110 003, India and the Australian Sports Academy PTY Ltd. (ASA) is a Registered Training Organization (RTO) No. 31717 under the National Vocational Education and Training Regulator Act, 2011 by the Australian Skill Quality Authority (ASQA) having its office at Corner of Sports Drive and Morala Avenue, Runway Bay, Gold Coast, Queensland - 4216, Australia".

DESIRING to strengthen and further develop cooperation between the Parties in the field of sport on the basis of reciprocity and mutual benefits for the Parties;

RECOGNIZING the need to maintain the integrity of sport in both countries;

BEING CONVINCED that effective cooperation is in the interests of the Parties and believing that such cooperation would serve their common

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interests and contribute to the enhancement of sports and social development of the peoples of the Parties;

Have reached the following Understanding:

ARTICLE 1: Objective

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each country, have jointly decided to strengthen, promote and develop cooperation in the field of sport on the basis of reciprocity and mutual benefit.

ARTICLE 2: Areas of Cooperation & Scope of work

Sports Authority of India shall partner with Australian Sports Academy as 'Knowledge Partner' to deliver its objective of identifying talent, nurture them by provision of qualified and competent trainers, sourcing consultants for High Performance, sports and allied sciences and sports education inclusive of training and development of workforce. Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote cooperation in sports. The scope of work mentioned below is not limited to and is open for discussions.

Australian Sports Academy (ASA) agrees to deliver the following for Sports Authority of India (SAI):

- a). **EDUCATION BY WAY OF DIPLOMA/CERTIFICATE COURSES :**
Defined hereunder for Sports Authority of India National Swimming Academy but not limited to:

	Scope of Cooperation	FINA Levels Accreditations	Duration	Remarks
a.	<p>1. Diploma in Coaching (Swimming): Operational Content, delivery and Assessment</p> <p>2. Diploma in Pool Management: Operational Content, delivery and Assessment</p>	<p>FINA Levels Accreditations</p> <p>FINA Levels Accreditations</p>	<p>12 months (Full Time Delivery) + 2 weeks of mandatory full time course, which are the pre-requisite for candidates to qualify for enrolment in Diploma of 12 months.</p> <p>12 months (Full Time Delivery) + 2 weeks of mandatory full time course, which are the pre-requisite for candidates to qualify for enrolment in Diploma of 12 months.</p> <p>12 months</p>	<p>Inclusive of component of specialization in Diving, Pool Management, Water Polo and Synchronized Swimming.</p> <p>Inclusive of component of specialization in swimming, Diving, Water Polo and Synchronized Swimming.</p>
b.	<p>Train the Trainers Programme: Content, Delivery and Assessment</p>	<p>FINA Levels Accreditations</p>	<p>04 Weeks (Full Time Delivery) Plus 10 days (Full Time Delivery) of TAE (Training and Education) for coaches identified as Trainers.</p>	<p>For selected Coaches of SAI employed with various Centre - to ensure uniformity in coaching of SAINSA Satellite Academies and coaches imparting training for various SAI schemes.</p> <p>For coaches outside the system of SAI who wish to undertake this programme</p>
c.	<p>Courses for Pool Life Guards Content, Delivery and Assessment</p>		<p>02 Weeks (Full Time Delivery) Maximum of 10 students per class</p>	<p>With defined pre-requisites and skills sets standardized qualification</p>

d.	Certificate III Aquatics		6 months (Full Time Delivery) + 2 weeks of mandatory full time course, which are the pre-requisite for candidates to qualify for enrolment into the Certificate III.	With defined pre-requisites skills sets within the standardized qualification
e.	Course for Technical Officers		12 months	SAI and Non SAI members
f.	Fitness Trainers: General Fitness / Personal trainer / Water Aerobics / Aerobics / Pilates	International accreditation level	12 months	SAI and Non Members of SAI

The certificate issued post the successful completion of the above educational programmes will have certification from Australian Sports Academy along with Sports Authority of India. The ASA will ensure that the content of the above is in consonance to the FINA Guidelines and the unit of competency element.

b. (i) TRAINING OF ATHLETES: Sourcing of Trainers / Consultants for High Performance, Nutrition, Sports Sciences and Recovery Expert

High Performance Expert / Technical Director (Consultant : Not based in India)			
Head Coach Swimming (Sr.) : 01 Based at Dr. SPMSPC, India	Head Coach Swimming (Jr.) : 01 Based at Dr. SPMSPC, India	Head Coach Diving : 01 Based at Dr. SPMSPC, India	Head Coach Water Polo : 01 Based at Dr. SPMSPC, India

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**(ii) SOURCING OF CONSULTANTS FOR THE SAINSA &
NATIONAL TEAM OF INDIA**

The ASA will source consultants for SAINSA, who would work in close tandem with the High Performance Expert / Technical Director. ASA will design the implementation of SAINSA and its operation inclusive of selection, nurturing, monitoring, assessment and weeding out, preparation for competition and post competition reviews. Key deliverables along with defined targets and assessment, strategies etc. will be the responsibility of ASA. The following consultants identified and sourced by ASA for SAINSA (not based in India) would be advising the various national teams training for international participation inclusive of SAINSA:

1. Nutritionist: 01
2. Relaxation and Recovery Expert (Water Therapy) : 01
3. Sports Sciences Expert : 01
4. Fitness through Water Aerobics: 01

The above mentioned foreign coaches will be assisted by identified Indian coaches. Dr SPMSPC also hosts the National Coaching Camp and the trainers along with the consultants would also be training the National Aquatic team. Train the Trainers' programme will ensure uniformity in training techniques for SAINSA at Dr. SPMSPC and its satellite academies along with the trainers imparting training for other schemes of SAI through its various Regional Centers'. The process of engaging foreign coaches and experts are done through a defined laid down criteria and the monthly fee / remuneration structure is also laid down. SAINSA would follow the same procedure on receipt of the detailed personal profile of recommended coaches and experts / consultants from ASA.

- iii. TRAINING OF ATHLETES: Facilitation.
 - a. High Performance Training at Australian Institute of Sports (AIS): Senior
 - b. Joint training - cum - competition for Junior athletes with teams of other partner organizations of ASA

iv. TRAINING AND DEVELOPMENT OF WORKFORCE: Duration, qualification and pre-requisites to be defined.

Content, delivery and assessment for a training programme for workforce not limited to SAI inclusive of operation / management / maintenance of infrastructure and understanding of basic principles of training and working knowledge on all elements related to high Performance.

v. SPORTS TOURISM UNDER THE UMBRELLA OF SPORTS DIPLOMACY:

A two way plan under sports diplomacy for promoting sports tourism, which would be inclusive of extension of sports infrastructure for training of teams and individuals in India and at Australia. Registered organizations promoting tourism at India and Australia would be brought on board for creating harmonious processes. A brand ambassador would be identified by ASA for SAINSA. Australian Institute of Sports would also be included as partner under the sports diplomacy.

vi. Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force governing the subject matter in their respective countries, Endeavour to take necessary steps to encourage and promote cooperation in sports, exchange of programs, experiences, skills, techniques and knowledge which may include, but not be limited to training, exchange of technology, programs and knowledge in the area of anti-doping in sport and any other fields and subjects mutually determined by the Parties to be fit

and necessary for mutual benefits and within the framework of this Memorandum.

ARTICLE 3: Information Exchange

1. The Parties will exchange information relevant to meeting the objectives of this MoU. More detailed arrangements for information exchange on the basis and within the framework of this MoU may be mutually agreed between the Parties and recorded in writing.
2. The Parties will exchange information pursuant to this MoU in accordance with and subject to the relevant laws in Australia and India relating to the disclosure of such information.
3. Wherever required, the Parties will protect any information provided by the other Participant from unauthorized access and disclosure.
4. The recipient Participant will comply with any conditions, restrictions or caveat imposed by the Participant sending the information in respect of the handling or disclosure of that information.
5. The Parties will not disclose information obtained under this MoU to a third Party without the written consent of the Participant who provided the information.

ARTICLE 4: Implementation

1. The Parties will make all necessary arrangements for the implementation and development of specific programs defined in the scope of work but not limited to, under this MoU through exchanges of letters, meetings, or other instruments. Such specific arrangements may cover the subjects of cooperation, information exchange, procedures, treatment of intellectual property, funding and other appropriate / suitable matters.
2. Each such program and its associated arrangements, including financial obligations, will be mutually determined and documented in a subsidiary arrangement / agreement. Each Participant will be

responsible for coordinating the implementation of its side of such programs.

- 3. Subject to the mutual concurrence of the Parties, a relevant agency registered with the Government / recognized / authorized by the government / other than a Participant, may assume responsibility for implementing an initiative under this MoU. Operational arrangements that give effect to the programs and initiatives specified in the subsidiary arrangements can be negotiated by the relevant agencies, in consultation with the Parties.
- 4. The Parties will review the operation of this MoU from time to time through an exchange of correspondence and mutually determine any necessary updates or modification of cooperation / activities deemed necessary to be undertaken.
- 5. Each subsidiary arrangement will remain subject to this MoU and to the extent of any inconsistency with the MoU, the latter will prevail.
- 6. Unless otherwise stated in the subsidiary arrangement itself, a subsidiary arrangement commences on:
 - a. the date it is signed by both Parties; or
 - b. the date the last Participant signs where the Parties do not sign on the same day.

ARTICLE 5: Variation

This MoU may be amended by mutual consent, in writing, between the Parties.

ARTICLE 6: Settlement of Disputes

Any dispute arising out of the interpretation or implementation of his MoU will be settled by the Parties amicably through consultations or negotiation.

ARTICLE 7: Financial Arrangements

The financial arrangements for the mutually agreed programmes / activities carried out within the framework of this MoU will be mutually determined by the Parties on a case-by-case subject to the availability of funds.

ARTICLE 8: Effect of Memorandum of Understanding

This MoU and any subsidiary arrangement made pursuant to it serves only as a record of the Parties intentions and does not constitute or create, and is not intended to constitute or create any rights or obligations under domestic or international law. Additionally, this MoU will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

Article 9: Other Rights and Interests

Notwithstanding anything contained in this MoU, and subject to the laws, rules, regulations and national policies in force from time to time, where the implementation of this MoU would affect any Participant's right and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights, and confidentiality and secrecy of documents, information and data, that Participant may undertake appropriate steps or consultation to ensure that its rights and interests are protected and safeguarded.

Article 10: Entry into Effect, Duration and Termination

1. This MoU will come into effect on the date of its signature and will remain in effect for a period of Four years.
2. This Memorandum of Understanding may be extended for a further period as may be mutually determined in writing by the Parties.

3 Notwithstanding anything in this Memorandum of Understanding, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing at least three (3) months prior to its intention to do so.

In witness whereof the undersigned being duly authorized thereto by their respective department / organizations have signed this MoU.

Done at New Delhi on this 12th day of August, 2014 in two originals in English language. All texts being equally authentic.

FOR AUSTRALIAN SPORTS ACADEMY
PTY LTD (ASA)

FOR SPORTS AUTHORITY OF INDIA

Mr Ahmed Sokarno,
Chief Executive Officer,
Australian Sports Academy Pty. Ltd.

Mr Jiji Thomson, Director General,
Sports Authority of India, Ministry of
Youth Affairs and Sports

Witness 01

Witness 01

PREETI DATTA

मिरा बल्लभ / मिरे बल्ले / MIRA BALLABH / RAS
कार्यकारी निदेशिका / Executive Director (General)
भारतीय खेल प्राधिकरण / Sports Authority of India
जवाहर लाल नेहरू स्टेडियम परिसर (पूर्व द्वार)
Jawaharlal Nehru Stadium Complex (East Gate)
लोदी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3

Witness 02

Witness 02

NEERAJ KANSAL

नीरज कंसल / NEERAJ KANSAL
सचिव / Secretary
भारतीय खेल प्राधिकरण / Sports Authority of India
जवाहर लाल नेहरू स्टेडियम परिसर
Jawaharlal Nehru Stadium Complex
लोदी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3