

Dated 01st March, 2017

MEMORANDUM OF UNDERSTANDING

INTERNATIONAL BOXING ASSOCIATION (AIBA)

AND

BOXING FEDERATION OF INDIA (BFI)

AND

SPORTS AUTHORITY OF INDIA (SAI)



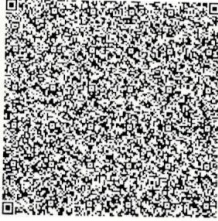
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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into at New Delhi on 1st OF March 2017.

1. THE PARTIES

- a. The Parties to this Memorandum of Understanding are:
International Boxing Association(hereinafter referred to as "AIBA") having its registered office at Avenue de Rhodanie 54, 1007 Lau-sanne, Switzerland acting through its authorized representative Dr. Ching-Kuo Wu, which expression shall unless it is repugnant to the context of meaning hereof, includes its successors, nominees and assignees of the First Party.

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- b. Boxing Federation of India(hereinafter referred as "BFI") having its registered office at 319, Udyog Vihar Phase-IV, Gurgaon-122022, Haryana, India acting through its authorized representative Shri Ajay Singh, which expression shall unless it is repugnant to the context of meaning hereof, includes its successors, nominees and assignees of the Second Party.
- c. Sports Authority of India(hereinafter referred to as "SAI") having its registered office at Jawharlal Nehru Stadium Complex, Lodhi Road, New Delhi-11000. India acting through its authorized representative Shri Roque Dias, which expression shall unless it is repugnant to the context of meaning hereof, includes its successors, nominees and assignees of the Third Party.

Each of the Parties, i.e. AIBA, BFI and SAI, shall hereinafter referred to individually as "Party" and collectively as "Parties".

2. PURPOSE

The purpose of this Memorandum of Understanding between the parties is to set up an International Boxing Academy at Indira Gandhi Stadium, New Delhi / Rajiv Gandhi Sports Complex, Sector – 06 Rohtak (Haryana) as the Academy for development of boxers, coaches and RJS in India. The International Boxing Academy will have satellite academies and 8 regional centres will be further developed under the Academy. The MoU will provide the basis of all future collaboration between the Parties by setting forth the main principle of each party's role and responsibilities in the development, implementation, operations, monitoring and evaluation of the Project(as more fully described in Appendix 1).

3. DESCRIPTION OF THE PARTIES

3.1 AIBA (International Boxing Association)

The AIBA is the International Boxing Association of National Boxing Federations as recognized by the International Olympic Committee.

3.2 BFI (Boxing Federation of India)

BFI is a society registered under the Societies Registration Act, and duly recognized by Department of Sports, Ministry of Youth Affairs & Sports , Government of India and affiliated to the Asian Boxing Confederation(ABC) and AIBA.

3.3 SAI (Sports Authority of India)

SAI is a body under the Ministry of Youth Affairs & Sports, Government of India responsible for the development of various sports in the country .

This MoU shall be legally binding in all respects and shall govern the relationship between the Parties during the term.

NOW THIS MOU WITNESSETH AS UNDER:

4. JOINT RESPONSIBILITIES:

During the term, the Parties shall be jointly responsible for implementation of the strategy detailed in Appendix-I to ensure successful running of the International Boxing Academy in India.

5. OBLIGATIONS OF BFI:

The BFI shall:

- 5.1 Select the trainees for the International Boxing Academy in association with SAI following a fair and transparent selection process, including proper medical examination and with consultation of their families.
- 5.2 Develop a Long Term Development Plan for the International Boxing Academy, India.
- 5.3 Establish an effective liaison with AIBA and SAI.
- 5.4 Provide all the necessary financial assistance to the Academy, in order to ensure that in running the same smoothly, there should not be any difficulty throughout..
- 5.5 Prepare a detailed plan for inviting other national and international boxers to the academy.
- 5.6 Select in consultation with SAI, Coaches, administrative staff and other support.
- 5.7 To set up an evaluations system to monitor progress of the boxers.

6. **OBLIGATIONS OF SAI**

The SAI shall:

- 6.1 Provide all necessary infrastructures for the International Boxing Academy and its trainees.
- 6.2 Provide boarding and lodging facilities to all trainees.
- 6.3 Provide all sports equipments required at the Academy and ensure its proper care and maintenance.
- 6.4 Provide all the necessary office equipment that is required to administer the academy.
- 6.5 Provide funds for coaches, administrative staff, support staff(masseur etc.)
- 6.6 Day to day administration through Head of Academy.

7. **OBLIGATIONS OF AIBA:**

The AIBA shall:

- 7.1 Share its knowhow and knowledge about training methodology talent identification, high level training and development strategy.
- 7.2 Share information related to the management of the International Boxing Academy and provide advice on how best to manage the academy in order to meet the objectives and keep the structure at a high level in terms of maintenance and for use.
- 7.3 Conduct training courses for coaches in order to develop the grassroots level of boxing in India.

- 7.4 Assist in the preparation of a coaching framework for boxing in India.
- 7.5 Help the BFI with academic programs and all scientific aspects of training methodologies.
- 7.6 Assist in inviting foreign coaches or send Indian coaches abroad in order to improve their knowledge.
- 7.7 Send experts/coaches/RJs twice a year for a period of 2 weeks to assist the RJS and coaches in training of boxers.

8. **TERM**

- 8.1 This Memorandum of Understanding shall commence on the date of signing and shall continue for a period of 5 years.
- 8.2 The Parties agree that any renewal will be subject to a new written MoU.
- 8.3 The MoU shall be subject to early termination by mutual written consent of the Parties.
- 8.4 Either party shall be entitled, in its sole and absolute discretion, to cancel this Memorandum of Understanding by giving the parties, six(6) calendar months written notice to that effect, without any obligation to give reasons for such cancellation.
- 8.5 In the event of a material breach by either party("defaulting party"), the other party(any of the non-defaulting party) shall be entitled to terminate this MoU by giving a 45 days notice in writing thereof to the defaulting party provided that if the defaulting party rectifies the breach, within the 45 days period, then the notice shall cease to be effective.
- 8.6 Either party may terminate this MoU by way of a written notice if the other party becomes bankrupt or insolvent or enters into liquidation(other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganization) or enters into any arrangement or composition with its creditors or any of them., or has a receiver administrator appointed over all or part of its property or assets or ceases to carry on its business or threatens to cease carrying on its business.

9. **NAME AND LOGO**

- 9.1 The name of the academy shall be International Boxing Academy, India.
- 9.2 The logo shall be prepared by BFI, AIBA and SAI agree to the use of their logos on all Properties of the Academy as may be mutually decided.

10. **RELATIONSHIP**

The Parties hereby declare and confirm that the parties are independent contractors, that the relationship among the parties shall be on principal-to-principal basis and that no agency, joint venture, partnership, association of persons, trusteeship or similar relationship of any kind shall be deemed to be created between the Parties merely on entering into this MoU.

11. **CONFIDENTIALITY**

The Parties agree to treat all business and technical information as Confidential Information and shall not disclose such confidential information to any third party without approval from the other parties unless required by order of a governmental agency or instrument of competent jurisdiction. This provision shall survive to the expiration or earlier termination of this Memorandum of Understanding, for whatsoever reason.

12. **CONTACT:**

The principal point of contact for each Party shall be:

For AIBA:

Name: Mr. Dr. Ching-Kuo Wu

Designation: President, AIBA

Address: Maison Du Sport, International, Avenue Du rhodanie 54,1007
Lausanne, Switzerland

Email: aibapersidentoffice@yahoo.com

For BFI

Name: Mr. Ajay Singh

Designation: President, BFI

Address: 319, Udyog Vihar, Phase – IV, Gurgaon, India

Email: President@boxingfederation.in

For SAI:

Name: Shri Roque Dias

Designation: Executive Director (Special Project), SAI

Address: SAI, Head Office Jawaharlal Nehru Stadium, East Gate, Lodhi Road

Email: Roquedias@hotmail.com

13. **LIMITATION OF LIABILITY**

None of the parties or any of their affiliates or their respective directors, officers, employees, agents or suppliers shall be liable to the other party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from this MoU.

14. **GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 This Memorandum of Understanding and all matters arising out or in connection with it shall be construed in accordance with and governed by the Indian Law. The parties shall make every effort to resolve any dispute arising out of this Memorandum of Understanding in an amicable manner conforming to the spirit of this Memorandum of Understanding.

14.2 In case the Parties fail to resolve the dispute and/or differences through mutual discussion, then the same shall be referred to and finally resolved by arbitration as per Indian Arbitration Act, 1996, as amended in 2015 and as may be amended from time to time. There shall be 3 arbitrators who shall be appointed by each of the Party. The Arbitrators amongst themselves will decide as to who shall be the Presiding Arbitrator. The language of arbitration shall be English and the place of Arbitration shall be Delhi. The award of the arbitration panel shall be binding on all the parties.

14.3 Performance under the MoU may be continued during the arbitration proceedings unless the matter is such that the performance cannot be possibly continue until the decision of the tribunal is obtained.

15. **NOTICES**


Notices required to be given by one Party to another shall be deemed properly given only when reduced to writing and sent to the addresses stated above or otherwise provided by either party from time to time by certified mail, return receipt requested, postage prepaid, by courier, by facsimile or email and shall be effective upon delivery. Any party may change the addresses for giving notice from time to time by written instructions to the other party of such change of address.

16. **AMENDMENTS**

Any amendment to this Agreement shall be made in writing by the parties and shall specifically be stated as an amendment to this MoU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed in three(3) copies by their duly authorized representatives.

FOR AND ON BEHALF OF THE BOXING FEDERATION OF INDIA


(Mr. Ajay Singh, President, BFI)
DATE: 01/03/2017

FOR AND ON BEHALF OF THE INTERNATIONAL BOXING ACADEMY


Mr. Dr. Ching-Kuo Wu, President, AIBA
DATE: 01.03.2017

FOR AND ON BEHALF OF THE SPORTS AUTHORITY OF INDIA


(Shri Roque Dias, Executive Director (Special Project), SAI)
DATE: 01/03/2017

PROJECT SCOPE- Annexure I

- Management of the International Boxing Academy, India;
- Development of the 8 Regional Centres;
- Development of World Class Boxing infrastructure(Boxing Gym & Rings etc) in India;
- Development of the Boxers, Coaches and RJS and providing the necessary facilities;
- Talent identification;
- Development and training of boxers with focus on Olympics 2020, Asian Games, Youth Olympics and other International Boxing Competitions;
- Getting foreign experts to the Academy to train the boxers, coaches and RJs;
- Sending Indian Coaches, RJs abroad to improve their knowledge;
- Development of coaching framework in India;
- Development of the academic programs and scientific aspects of training methodologies.