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Centre Mondial du Cyclisme
World Cycling Centre



DATED 9th FEBRUARY 2015

MEMORANDUM OF UNDERSTANDING

THE CYCLING FEDERATION OF INDIA

And

THE SPORTS AUTHORITY OF INDIA
NATIONAL CYCLING ACADEMY
and

UNION CYCLISTE INTERNATIONALE

and

CMC EXPLOITATION SA

THIS MEMORANDUM OF UNDERSTANDING is entered into at Thailand on this the 9th of [February] 2015

1. THE PARTIES

The Parties to this Memorandum of Understanding are:

- a) Cycling Federation of India (hereinafter referred to as "CFI").
- b) Sports Authority of India National Cycling Academy (hereinafter referred to as "SAINCA")
- c) Union Cycliste Internationale (hereinafter referred to as "UCI")
- d) Centre Mondial du Cyclisme SA (hereinafter referred to as "CMC").

2. PURPOSE

The purpose of this Memorandum of Understanding between the parties is to recognize the SAI National Cycling Academy (SAINCA), New Delhi, as the Satellite Centre of UCI and CMC and provide the basis of all future collaboration between the Parties by setting forth the main principle of each parties' role and responsibilities in the development, implementation, operation, monitoring and evaluation of the Project (as more fully described in Appendix 1).

3. DESCRIPTION OF THE PARTIES

3.1. CFI

CFI is a society registered under the Societies Registration Act, and duly recognised by Department of Sports, Ministry of Skill Development, Entrepreneurship, Youth Affairs & Sports (MSDEYA&S), Government of India and affiliated to Indian Olympic Association (IOA), Asian Cycling Confederation (ACC) and the UCI, with its registered office at 12, Pandit Pant Marg, New Delhi.

3.2. SAINCA

The Sports Authority of India National Cycling Academy is a national level academy being run by Sports Authority of India, a society registered under the Societies' Registration Act, 1860, with its office at Cycling Velodrome, Indira Gandhi Stadium, I.P. Estate, New Delhi, under Department of Sports, MSDEYA&S Government of India.

3.3. UCI

The UCI is the international association of national cycling federations as recognised by the International Olympic Committee with its registered office Ch. de la Mêlée 12, 1860 Aigle, Switzerland.

3.4. CMC

CMC is a established under the laws of Switzerland, of which the aim is to develop, manage and maintain the World Cycling Centre in Aigle, Switzerland (hereafter referred to "WCC").

Each of the Parties, i.e., CFI, SAINCA, UCI and CMC, shall be hereinafter referred to individually as "Party" and collectively as "Parties".

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 1 to ensure successful running of the Satellite Centre of UCI and CMC in India which shall be named as SAINCA - WCC India.

5. OBLIGATIONS OF THE CFI

The CFI shall:

- 5.1. select the trainees for SAINCA - WCC India, in association with SAI, following a fair and transparent selection process, including proper medical examination and with consultation of their families;
- 5.2. Train and properly prepare the cyclists for national and international level competitions and to select coaches for this purpose in consultation with SAI.
- 5.3. develop a Long Term Development Plan (LTDP) for the SAINCA - WCC India;
- 5.4. hold seminars on the latest training methods in collaboration with the UCI and CMC for the benefit of the trainees and coaches;
- 5.5. establish in house training centres/class-room facilities;
- 5.6. establish an effective liaison with the UCI and CMC; and
- 5.7. prepare a detailed plan for inviting other national and international cyclists to the centre.

6. OBLIGATIONS OF SAINCA

The SAI shall:

- 6.1. provide all the necessary finances, the infrastructure for SAINCA - WCC India and its trainees;

- 6.2. fix and provide remuneration to the staff including coaches, sport science personnel and other support staff required for the training of the cyclists;
- 6.3. provide boarding and lodging facilities to all trainees ;
- 6.4. provide the necessary finances for team attire, travelling, expenses for national and international competitions; and
- 6.5. invite foreign coaches or send Indian coaches abroad in order to improve their knowledge.
- 6.6. Day to day administration of SAINCA – WCC India

7. OBLIGATIONS OF UCI & CMC

The UCI and CMC shall:

- 7.1. provide SAINCA - WCC India with 20 track cycling bikes;
- 7.2. share its knowhow and knowledge about training methodology, talent identification, high level training, development strategy;
- 7.3. welcome coaches from SAINCA - WCC India to the World Cycling Centre (with numbers and timings to be agreed between the parties);
- 7.4. share information related to the management of the World Cycling Centre with WCC India and provide advice on how to best manage the velodrome in order to meet objectives and keep the structure at a high level in terms of maintenance and for use;
- 7.5. conduct training courses for coaches in order to develop the grass roots of cycling in India;
- 7.6. Try to help WCC India find a sponsor for its investment & other activities;
- 7.7. assist in the preparation of a coaching framework for cycling in India;and
- 7.8. help WCC India with academic programs & and all scientific aspects of training methodologies.

8. TERM

- 8.1. This Memorandum of Understanding shall commence on the date of signing and shall continue for a period of five [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 other parties, 6 (six) 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 purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or 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. BRANDING & WEBSITE

- 9.1. The name of the satellite centre shall be the SAINCA - WCC India.
- 9.2. The UCI and CMC shall have the right to branding spaces at the SAINCA - WCC India (to be agreed between the parties) and on the SAINCA - WCC India website.

10. Relationship

The Parties hereby declare and confirm that the Parties are independent contractors, that the relationship among the Parties shall be on a 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 others 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 whatever reason.

12. CONTACT

The principal point of contact for each Party shall be:

For CFI:

[Mr. Onkar Singh, Secretary General, 12, Pt. Pant Marg, New Delhi]
Email: s.onkarsingh@gmail.com

For SAINCA:

[Mr. Hira Ballabh, Secretary, Sports Authority of India, J.N. Stadium Complex,
Lodhi Road, New Delhi-110 003.]

For the WCC/UCI:

Mr. James Carr- Director International relations, UCI, Ch. de la Mêlée 12,
1860 Aigle, Switzerland.
Email: James.Carr@uci.ch

For CMC:

Mr.

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 of or in connection with it shall be construed in accordance with and governed by the Swiss 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. There shall be three arbitrators who shall be decided mutually by the parties and the language of arbitration shall be English. 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 continued until the decision of the tribunal is obtained.

15. Notices

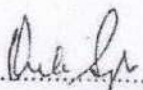
Notices required to be given by one Party to another shall be deemed properly given only when reduced to writing and sent to the addresses stated above or otherwise provided by either party from time to time by certified mail, return receipt requested, postage prepaid, by courier, by facsimile or email 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 two (2) copies by their duly authorised representatives.

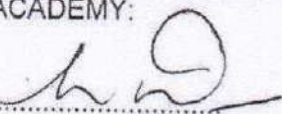
FOR AND ON BEHALF OF CYCLING FEDERATION OF INDIA:


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ONKAR SINGH, SECRETARY GENERAL

Date:

FOR AND ON BEHALF OF SPORTS AUTHORITY OF INDIA NATIONAL CYCLING ACADEMY:



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HIRA BALLABH, SECRETARY, SPORTS AUTHORITY OF INDIA

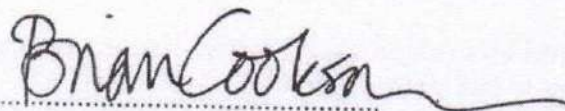
Date: 9/2/15

FOR AND ON BEHALF OF CENTRE MONDIAL DU CYCLISME SA:


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James Carr, Director, International relations
Date: 9/2/15-


.....
Brian Cookson, President
Date: 9 February 2015

FOR AND ON BEHALF OF UNION CYCLISTE INTERNATIONALE:


.....
Brian Cookson, President
Date: 9 February 2015

Project Scope:**Appendix 1**

1. Development of Track cycling activities in India.
2. Development of the Track National Team of India
3. Management of the Cycling Velodrome, I.G. Stadium, New Delhi

Introduction

The aim of the WCC is to develop and coach athletes and trainee coaches coming from all around the world to work in a unique structure at the WCC.

To achieve our goals the WCC has hired world-class coaches in order to develop, educate and coach athletes at the WCC.

To house all of our activities in the same location is an enormous advantage and one of the keys to achieving World Class performance.

The past 10 years of development activities at the WCC have provided a unique expertise and knowhow which is recognised throughout the world.

As our aim is always to develop cycling worldwide, the WCC would like to create satellite WCC's to share it's expertise and knowledge base and to develop cycling activities. Areas of development will be:

- Physical Structure / Velodrome
- Athletes
- Trainee coaches
- Professional cycling posts (Sports Director, Physiotherapist, Mechanic, etc...)

By developing identical structures like the WCC, the ability to increase the worldwide practice of cycling in targeted countries will occur at a faster rate.

Vision:

- Obtain a World Class level for the track national team of India
- The National Team of India to compete competitively at the World Championships from 2016 and Olympic Games in 2020

Mission

- Develop, educate and coach the Track National Team of India
- Maximise the use of existing structures to develop track cycling activities
- Develop and educate trainee coaches
- Advise and develop the management of the Velodrome and other structures
- Develop administrative staff
- Develop technical staff (mechanist, physiotherapist)

Strategy

In order to achieve our goals, the strategy will be developed in two axes and in two locations (WCC and SAINCA, New Delhi):

1) Axis 1 – Development of the India National Track Team in India

- Talent identification (Two one-week sessions of 30 Athletes per session)
- Develop and educate coaches (Four weeks of 10 coaches, three times per year)
- Host the track national team in New Delhi Velodrome (Ongoing)
- Create and develop the concept of High Performance structure (from September 2014)

2) Axis 2 –WCC

- Host, train and develop the best athletes from the national team (10 athletes/year)
- Develop and educate coaches (4 coaches/year)

Human Resources required to meet objectives in India

- High performance director
- Coach education instructor
- Mechanic / logistics
- 3 coaches
 - Track Elite Team
 - Track Junior Team
 - Talent Identification Program
- 2 mechanics
- 3 administrative staff
 - Finance
 - Logistics
 - Coaches Education Program

Number of trainees affected by the Project each year

1) WCC:

- 10 athletes
- 4 coaches
- 2 mechanics
- 2 administrative assistants

2) India:

- 55 Indian athletes within the National Team :
 - 20 track men elite team
 - 15 track women team
 - 20 track junior team
- 30 trainee coaches for a 4-week course
- 60-80 athletes which will be identified through the talent identification program in India

Planning

2014 – Year 1

- Coaching education program
- Talent identification
- Participation at all Track Asian Competitions

2015 – Year 2

- Coaching education program
- Talent identification
- Elite : Participation at the Track World Cup/ Asian Games
- Juniors : Participation at the Track Junior World Championships

2016 – Year 3

- Coaching education program
- Talent identification
- Track Elite: Podium at the Asian Championships / Top 10 at the World Cup

2017 – Year 4

- Coaching education program
- Talent identification
- Track junior: top 10 at the Junior World Championships
- Track Elite: top 10 at the World Track Championships.

2018 – Year 5

- Coaching education program
- Talent identification
- Track junior: top 5 at the Junior World Championships
- Track Elite: top 10 at the World Track Championships/ being one of the leading countries in track cycling in Asia.

2018-2020 – Year 6-7-8 (if MoU is extended beyond the initial term of 5 years)

- Coaching education program
- Talent identification
- Medalist at the World Championships(elite and juniors)
- Participation at all qualification events for the Olympic Games
- Large numbers of riders qualify for the 2020 Olympic and 1 medallist.