## DATED 25<sup>th</sup> NOVEMBER 2016

### MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

SPORTS AUTHORITY OF INDIA

AND

THE UNIVERSITY OF BIRMINGHAM

# **THIS MEMORANDUM OF UNDERSTANDING** IS DATED DAY OF 25<sup>th</sup> NOVEMBER, 2016

#### AND MADE BETWEEN:

(1) SPORTS AUTHORITY OF INDIA of Jawaharlal Nehru Stadium Complex (East Gate), Lodhi Road, New Delhi - 110003 ("SAI") and

(2) THE UNIVERSITY OF BIRMINGHAM, Edgbaston, Birmingham, B15 2TT, United Kingdom ("UoB")

#### 1. Introduction

- 1.1 SAI and UoB wish to enter into a co-operative relationship for the general purpose of promoting teaching, research and other collaborative activity for the mutual benefit of both parties.
- 1.2 This Memorandum of Understanding ("MoU") sets out below the principles by which SAI and UoB can establish a formal arrangement regarding such activity.

#### 2. Principles

- 2.1 SAI and UoB agree the following:
- 2.1.1 To identify and develop mutually-beneficial educational opportunities and enhancement activities including programme support and development; Distance Learning; flying faculty delivery and other engagements as appropriate. These opportunities and activities will be focused on the development of Indian sports scientists, PE teachers, coaches and other groups as required to support the performance of the mission of the SAI through curriculum development and strategies.
- 2.1.2 To explore and develop research opportunities that may develop from the alignment of SAI and UoB areas of excellence and expertise, with an interest in attracting both national and international funding to support this research.
- 2.2 Any activity carried out within the broad framework of this MoU shall be subject to the mutual consent of both parties, taking into account any constraints of time, funding and other relevant resources.

#### 3. Subsidiary Agreements

In addition, it is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.



#### 4. Renewal Amendment and Termination

- 4.1 This MoU shall be effective for an initial period of one year from this date. Thereafter, this MoU may be extended for a further period of one year or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing and signed by their authorised signatories.
- 4.2 The parties may amend this MoU at any time, provided it is with the prior written consent of both parties.
- 4.3 Either party may terminate this MoU at any time by giving six months' notice to the other party in writing.

#### 5. General

- 5.1 The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.
- Neither party shall be permitted to use the other's name, crest, logo or branding without first having obtained the other's written consent to such use and fully complying with the user guidelines and both parties shall immediately cease use of such name, crest, logo or branding upon termination or expiry of this MoU. All the Intellectual Property Rights belonging to the party shall remain vested with that party
- 5.3 This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

Signed makelen

by

S.S. Chhabra

**Position** 

Secretary SAI

For

Sports Authority of India

Signed

by Professor Tim Jones

Provost and Vice-Principal

For The University of Birmingham