

124

**Memorandum of Understanding**  
**Between**  
**The Government of India**  
**and**  
**The Government of Australia**  
**on Cooperation in Sport**

The Government of India, as represented by the Ministry of Skill Development, Entrepreneurship, Youth Affairs & Sports, and the Government of Australia, as represented by the Department of Health (hereinafter referred to singularly as "the Participant" and collectively as "the Participants");

Recognising the existing friendly relations between the Participants;

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

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

Convinced that effective cooperation is in the interests of the Participants and believing that such cooperation would serve their common interests and contribute to the enhancement of sports and social development of the peoples of the Participants;

Have reached the following Understandings:

**1. Objective**

The Participants, subject to the terms of this Memorandum 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.

*Asharan*



125

## 2. Areas of Cooperation

1. 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.
2. The Participants will endeavour to encourage and promote an exchange of programs, experiences, skills, techniques and knowledge which may include, but not be limited to:
  - a) training and competition of athletes, coaches and teams;
  - b) exchanges and visits by sports leaders, officials, coaches and sport personnel;
  - c) training, exchange of technology, programs and information in the area of sports education, sports management, and infrastructure development;
  - d) training, development and exchange of programs for sports personnel and sports sciences/sports medicine/sports nutrition;
  - e) training and exchange of technology, programs and knowledge in the area of anti-doping in sport;
  - f) training and exchange of knowledge in relation to government policies, programs and other related topics in the field of match-fixing and illegal sports betting; and
  - g) any other cooperation in fields and subjects mutually determined by the Participants to be fit and necessary for mutual benefits and within the framework of this Memorandum.

## 3. Information Exchange

1. The Participants will exchange information relevant to meeting the objectives of this Memorandum. More detailed arrangements for information exchange on the basis and within the framework of this Memorandum may be mutually determined between the Participants and recorded in writing.
2. The Participants will exchange information pursuant to this Memorandum in accordance with and subject to the relevant laws in India and Australia relating to the disclosure of such information.

*Alharan*



3. The Participants 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 caveats imposed by the Participant sending the information with respect to the handling or disclosure of that information.
5. Unless required by its domestic law, the recipient Participant will not disclose information obtained under this Memorandum to a third Party without the written consent of the Participant who provided the information.
6. The recipient Participant will inform in writing the other Participant of any occasion where it has disclosed information obtained under this Memorandum to a third party without written consent no later than 30 days after the date of such a disclosure.

#### 4. Implementation

1. The Participants will make arrangements for the implementation and development of specific programs under this Memorandum 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 matters.
2. Each such program and its associated arrangements, including financial obligations, will be mutually determined and documented in a subsidiary arrangement. Each Participant will be responsible for coordinating the implementation of its side of such programs.
3. Subject to the concurrence of the other Participant, a relevant agency of Government other than the Ministry of Skill Development, Entrepreneurship, Youth and Sports of India or the Department of Health of Australia may assume responsibility for implementing an initiative under this Memorandum. 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 Participants.
4. The Participants will review the operation of this Memorandum through an annual exchange of correspondence and will mutually determine any necessary updates or modifications of cooperative activities to be undertaken.
5. Each subsidiary arrangement will remain subject to this Memorandum and to the extent of any inconsistency with the Memorandum, the latter will prevail.

*Asharan*



6. Unless otherwise stated in the subsidiary arrangement itself, a subsidiary arrangement commences on:
  - a. the date it is signed by both Participants; or
  - b. the date the last Participant signs where the Participants do not sign on the same day.

**5. Variation**

This Memorandum may be amended by mutual consent, in writing, between the Participants.

**6. Settlement of Disputes**

Any dispute arising out of the interpretation or implementation of this Memorandum will be settled by the Participants amicably through consultations or negotiation.

**7. Financial Arrangements**

The financial arrangements for cooperative activities carried out within the framework of this Memorandum will be mutually determined by the Participants on a case-by-case basis subject to the availability of funds.

**8. Effect of Memorandum of Understanding**

This Memorandum and any subsidiary arrangement made pursuant to it serves only as a record of the Participants' 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 Memorandum 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.

**9. Other Rights and Interests**

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

*Asharan*

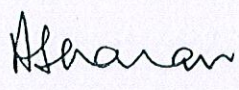
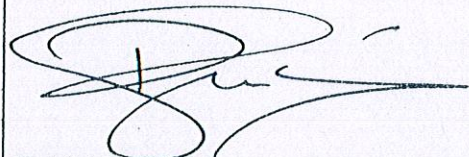


#### 10. Entry into Effect, Duration and Termination

1. This Memorandum will come into effect on the date of its signature and will remain in effect for a period of three (3) years.
2. This Memorandum may be extended for a further period as may be mutually determined in writing by the Participants.
3. Notwithstanding anything in this Memorandum, either Participant may terminate this Memorandum by notifying the other Participant of its intention to terminate this Memorandum in writing at least three (3) months prior to its intention to do so.

In witness whereof the undersigned being duly authorised thereto by their respective governments have signed this Memorandum.

Signed in duplicate at New Delhi on 5.9.2014 in the English and Hindi languages, both texts having equal validity. In case of any divergent interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF INDIA	FOR THE GOVERNMENT OF AUSTRALIA
	
Ajit Mohan Sharan, Secretary, Department of Sports, Ministry of Skill Development, Entrepreneurship, Youth Affairs & Sports	Patrick Suckling Australian High Commissioner to India