



Reg. No: 453/GOA/2012

# GOA FOOTBALL DEVELOPMENT COUNCIL

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## MEMORANDUM OF UNDERSTANDING

between

GOA FOOTBALL DEVELOPMENT COUNCIL

(GFDC)

and

The Parent or Guardian of:

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### PURPOSE

The purpose of this undertaking is the affirmation of collaboration between the GOA FOOTBALL DEVELOPMENT COUNCIL (GFDC) and the PARENT or GUARDIAN of the TRAINEE who has been recruited to the GFDCs Football Pre-Academy/ Grassroot Centre.



गोवा GOA

6353 30/8/16 A 517196  
Value of stamp paper 50/-  
Name of the purchaser GFDC  
Residing at Panaji  
Sig. of the State vendor  
MRS. SUNITA U. NAIK  
Licence No. AC-STP-VEN/2000/833  
dt. 18-08-2000.  
Signature of Purchaser

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on \_\_\_\_\_ day of \_\_\_\_\_ month of the year \_\_\_\_\_ by and between the GOA FOOTBALL DEVELOPMENT COUNCIL ("GFDC"), hereafter called the FIRST PARTY, represented by Shri. \_\_\_\_\_, Panaji, Goa acting pursuant to the written authority for and on behalf of GFDC of one part and Kumar./Kumari. \_\_\_\_\_, trainee of \_\_\_\_\_ Centre/Pre-Academy, represented by Shri./Smt. \_\_\_\_\_, resident of \_\_\_\_\_, Son/Daughter of \_\_\_\_\_, Husband/Wife of \_\_\_\_\_, Father/Mother/Guardian of my Son/Daughter/Ward Kumar./Kumari. \_\_\_\_\_ Hereafter called the SECOND PARTY.



The FIRST PARTY is a registered society of the Government of Goa formed for development of the game of Football throughout the State after football was declared as the Official Sport of the State of Goa in the year 2012.

The FIRST PARTY is given a mandate by the Government to conceive, draw up and ensure implementation of development plans for the promotion of football and improvement of activities and standards in Football within the State and to conceive, plan and implement football development centres at convenient places in Goa to promote Football with special emphasis on development of football in notified districts, talukas and other areas.

In furtherance of its objectives, the FIRST PARTY has started Football Development Centres and Academies and has admitted boys and girls under age groups and has been imparting football training in various centres established for the purpose and has been providing various facilities to the trainees undergoing such training.

The FIRST PARTY has admitted about 4000 young boys and girls in 38 grassroots football development centres and pre-academies and in consideration of the trainee represented by the SECOND PARTY being allowed and admitted into the \_\_\_\_\_ Centre/Pre-Academy, the SECOND PARTY hereby undertakes, acknowledges and agrees as follows:

1. That the Trainee and the SECOND PARTY have read and understood the rules, regulation and guidelines framed by the FIRST PARTY for training the Trainee represented by the SECOND PARTY in the game of Football at \_\_\_\_\_ Centre/Pre-Academy.
2. That the Trainee represented by the SECOND PARTY is required to participate in the training programme of the FIRST PARTY as per the training schedule prepared and presented by the FIRST PARTY.
3. That the SECOND PARTY understands and agrees that the football training programme of the FIRST PARTY is for age groups Under-10 years, Under-13 years, Under-14 years and may extend for age group Under-16 years and above.
4. That the FIRST PARTY will organize football tournaments and competitions at the State Level, National Level and International Level as a part of the training schedule for the Trainee.
5. That the Trainee will have to participate willingly in the daily training programme and competitions as and when organized by the FIRST PARTY willingly and at his/her own risk.
6. The FIRST PARTY shall regularly and continuously assess the performance of the Trainee against established standards and benchmarks.
7. The FIRST PARTY shall provide football kit, nutritional and medical facilities to the Trainee free of cost or as decided by the FIRST PARTY from time to time.
8. The SECOND PARTY understands that the Trainee will have to maintain punctuality and discipline at all times for attending the training programme conducted by the FIRST PARTY.
9. The SECOND PARTY understands that the Trainee shall obey the extant rules, regulations and guidelines framed by the FIRST PARTY for smooth conduct of its



training programme and any violation on the part of the Trainee shall result in his/her immediate expulsion from the training programme and from the Centre/Pre-Academy.

10. The SECOND PARTY understands that the Trainee will be under the command and control of the FIRST PARTY throughout the duration of the training programme and shall not undergo any other training programme offered by any other private or Government organization.

11. The SECOND PARTY understands that so long as this MOU remains in force the Trainee is registered to train under and play for GFDC and in football tournaments and competitions organized by GFDC only.

12. The SECOND PARTY understands that so long as this MOU remains in force the Trainee cannot register or be registered with or play for any other Football Development Centre/Academy/Club in India or Abroad, unless he/she is expelled by the FIRST PARTY from the training programme and has no legal obligation towards the FIRST PARTY.

13. The SECOND PARTY understands that so long as this MOU remains in force the FIRST PARTY will be free to loan or lease the Trainee to train with or play for any other Football Development Centre/Academy/Club in India or Abroad.

14. The SECOND PARTY understands that so long as this MOU remains in force the FIRST PARTY will be free to charge fee as decided by the FIRST PARTY in case the Trainee is loaned or leased to train with or play for any other Football Development Centre/Academy/Club in India or Abroad.

15. The SECOND PARTY agrees that the FIRST PARTY does not guarantee automatic selection/participation of the Trainee in training programmes, competitions and tournaments organized by the FIRST PARTY unless the Trainee merits such selection/participation and the SECOND PARTY shall respect the judgment of the FIRST PARTY and shall file no claim, judicial or quasi-judicial proceeding, litigations, complaints or take any other legal action against the FIRST PARTY under such circumstances.

16. The SECOND PARTY agrees that the Trainee shall comply with all rules and regulations and do all such activities in relation to the training programme as may be notified by the FIRST PARTY from time to time whether in writing or orally. Any violation of the principles of fair play or any instructions made or framed by the FIRST PARTY whether in writing or orally shall entitle the FIRST PARTY to disqualify the Trainee from the training programme and evict him/her from the premises of the Centre/Pre-Academy.

17. The SECOND PARTY agrees and confirms that the Trainee is presently not taking or nor has ever taken any performance enhancing substance which is on the current list of prohibited substances issued by WADA (World Anti Doping Agency).

18. The SECOND PARTY agrees and confirms that the Trainee does not suffer from any physical or mental disabilities which may or is likely to endanger his/her health in any manner whatsoever as a result of participation in the training programme/tournaments conducted by the FIRST PARTY.

19. The SECOND PARTY agrees that the Trainee shall participate in the training programme conducted by the FIRST PARTY without any monetary compensation whatsoever from the FIRST PARTY and shall participate entirely on a voluntary basis at his/her own risk, cost and expense and further agree that the SECOND PARTY, Trainee and his/her guardians, legal representative, heirs and executors irrevocably agree that they



will not hold or seek to hold the FIRST PARTY or any of their affiliates, Council members, Officers or Employees responsible or liable for any injuries, harm, damage, psychological trauma, losses or damages of any kind whatsoever suffered by or incurred or caused to the Trainee at or during the training Programme/Competitions/Tournaments howsoever arising in relation to the Trainee's participation there in and hereby waive and release the FIRST PARTY from any and all claims in relation to such liability.

20. The SECOND PARTY agrees and acknowledges that the conduct of training program/competition/ tournaments by the FIRST PARTY are subject to factors beyond the reasonable control of the FIRST PARTY, including Force Majeure conditions and in the event and account of any such factors the Trainee is not able to participate in such training Programme/Competitions/Tournaments, the SECOND PARTY shall not make any claims whatsoever against the FIRST PARTY in relation to such cancelation, rescheduling or change in the Programme/Competitions/Tournaments.

21. The SECOND PARTY agrees and acknowledges that if the Trainee is found to be guilty of misconduct or serious breach of rule or regulation of the FIRST PARTY, and especially if at any time during the currency of this MOU, the Trainee fails to maintain/establish his excellent physical and or medical condition or having so established, does not maintain himself in such excellent condition or fails to demonstrate sufficient skill and capacity to enable him to play football of the standard and quality as required by FIRST PARTY or if the Trainee works or conducts in any manner that is found unsatisfactory in the opinion of the FIRST PARTY as compared with the work and conduct of other Trainees, FIRST PARTY without any warning or notice shall terminate the validity of this MOU.

22. The SECOND PARTY acknowledges and agrees that all personal information disclosed by the SECOND PARTY and the Trainee hereinabove is true and correct and if any of the information provided hereinabove becomes untrue or incorrect due to any change of circumstances subsequent to the date of signing of this MOU, the SECOND PARTY undertakes to inform the FIRST PARTY of such a change immediately after its occurrence and agree to comply with any instructions and/or guidelines issued by the FIRST PARTY in this regard.

23. The FIRST PARTY reserves the right to terminate this Memorandum of Understanding at any time without assigning any reason.

24. The SECOND PARTY and the Trainee shall reimburse to the FIRST PARTY, the entire expenditure incurred by the FIRST PARTY on the Trainee in the event there is a breach of any or all of the Terms and Conditions of this Memorandum of Understanding for whatsoever reason by the SECOND PARTY and/or by the Trainee.

25. The SECOND PARTY agrees and acknowledges that the name, image, voice and other intellectual property of the Trainee may be used by the FIRST PARTY for a consideration or otherwise for marketing, public relations and promotional purpose and the SECOND PARTY and/or the Trainee shall have no objection to the same and towards this end the SECOND PARTY hereby grants irrevocable perpetual worldwide royalty free license to use any or all of the intellectual property of the Trainee for the aforesaid purpose.

26. The SECOND PARTY agrees and acknowledges that this Memorandum of Understanding shall be subject to applicable laws and shall be governed by and construed in accordance with laws of India and any dispute in relation to or in connection with the terms and conditions of this MOU, herewith shall be submitted to exclusive jurisdiction of competent Court in State of Goa only.



By entering into this Memorandum of Understanding with the FIRST PARTY, the SECOND PARTY and the Trainee hereby confirm that the undertakings provided by the SECOND PARTY and the Trainee herein above are true and accurate to the best of their knowledge and belief and both consent and agree; (i) that the Trainee, attending and participating in the training Programme/Competitions/Tournaments on the terms and conditions set out above and which may be framed by the FIRST PARTY from time to time, shall not hold or seek to hold the FIRST PARTY responsible or liable for any injuries, harm, damage, psychological trauma, losses or damages of any kind whatsoever suffered by or incurred or caused to the Trainee howsoever arising in relation to the Trainee's attendance or participation in the training Programme/Competitions/Tournaments organized by the FIRST PARTY and hereby release the FIRST PARTY from any claims in relation thereto; (ii) not to challenge the decision of the FIRST PARTY in relation to training Programme/Competitions/Tournaments organized by the FIRST PARTY.

This agreement is executed for and behalf of the PARTIES and Trainee by the under mentioned authorized signatories and is thus done and signed in the presence of the undersigned witnesses.

In witness whereof the PARTIES herein set their hands on the date and year herein below mentioned.

This agreement shall be binding on the signatories for a period of 5 (five) years from the date of its execution and shall be reviewed by the FIRST PARTY at the end of the 5 (five) year period or at any time during the currency of the MOU if any situation so warrants.

Signed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_ year.

For and behalf of the FIRST PARTY

Name:  
Designation:  
Signature:

For and behalf of the SECOND PARTY

Name:  
Relationship with Trainee:  
Address:  
Signature:

In the presence of

Witness 1:

Name:  
Occupation:  
Address:  
Signature:

Witness 2:

Name:  
Occupation:  
Address:  
Signature: