



Partnership Arrangement

between

The Vanuatu Tennis Federation
represented by his President

and

The Freshwota 4 Youth Association
represented by his President

for

Komuniti tennis program

2014

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INTRODUCTION

1. The Vanuatu Tennis Federation and The Freshwota 4 Youth Association agreed to establish a partnership arrangement to implement a program named “Komuniti Tennis”.
2. This Arrangement (“the Arrangement”) is between “the Parties”, namely:
 - a) the Vanuatu Tennis Federation hereafter named VTF who is:

A non-government organisation aiming at developing the game of tennis and promote it to the young Ni-Vanuatu generation. The official mission of the VTF is according to its 5 Year Plan Strategic Plan to *increase the number of players and the quality of the game through improved coaching and facilities thus participating in the development of Vanuatu.*

- b) The Freshwota 4 Youth Association hereafter named FW4YA who is:
A non-government organisation which aims are to: “support, promote and facilitate specialised urban youth training for its members and to support, promote and facilitate welfare of disable and youth”.

PARTNERSHIP OBJECTIVE AND DURATION

3. The objective of this arrangement is to promote sports and particularly tennis activities within the youth population of Freshwota in facilitating access to tennis training and competition.
4. The duration of this arrangement is for one (1) year.

PARTNERSHIP PRINCIPLES

5. The Parties to this Arrangement are committed to apply the following principles:
 - a) Fairness, transparency, openness, accountability, inclusivity and mutual trust in all dealings.
 - b) Effective and efficient use of funding and resources.

MUTUAL RESPONSIBILITIES

6. The **Vanuatu Tennis Federation (VTF)** is responsible:

- a) to deliver tennis training sessions and competition on the Freshwota Sports Field every Saturday from 2.00 to 5.00pm;
- b) to provide to the Association relevant equipment when it will be considered appropriate;
- c) for communicating the names, date of birth, and school of all youth involved in the program;
- d) for training Freshwota Youth leaders to conduct the activities when requested;

7. The Freshwota 4 Youth Association (**FW4YA**) is responsible:

- a) for preparing the sport field when required;
- b) for providing security during activities;
- c) for organising the youth group by age group;
- d) for communicating to VTF when the sport field is not available;
- e) for facilitating the activities in naming a focal point and youth leaders interested in becoming tennis community assistant;
- f) to communicate any information relevant to this arrangement to the VTF.

REPORTING

8. The VTF will share mid-term and annual reports of the program.

GENERAL PROVISIONS

Overall management of the arrangement

9. Each partner will appoint a person (focal point) to deal with regular issues related to this arrangement.

10. The Focal Point for VTF is: Francis Bryard, Secretary-General of the Vanuatu Tennis Federation.

11. The Focal Point for FW4YA is: Renaud Malsoklai

12. The implementation of this arrangement shall be discussed at least one time a year in a formal meeting.

Variation

13. Any variation, modification or amendment to the provisions of this Arrangement will only be effective if agreed by the Parties.

Dispute Resolution

14. Each of the Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising under or in connection with this Arrangement. The outcome of the negotiations will be documented. In so doing, each of the Parties undertakes to act in good faith, in a spirit of goodwill and cooperation.

Media and use of logo

15. In the event that a Partner needs to issue a media release in relation to or any aspect of this Arrangement, it will first consult with the other Partner. Reasonable time must be allowed for such consultation, while taking into account the constraints of media release timeframes.

16. Partners may use each other's logos where and when it is considered relevant and in relation with this arrangement only.

Extraordinary Events

17. Partners shall not be liable for any failure to perform or any delay in performing their obligation(s) under this Arrangement where the cause of such failure or delay is beyond that Partner's reasonable control. However, the Partner claiming suspension of its obligations for this reason must immediately give written notice to the others.

Partner Withdrawal

18. Each Partner reserves the right to withdraw and/or terminate its support to this arrangement. In doing so it should provide, where possible, at least one month notice to the other Partner. The circumstances and reasons for the withdrawal should be discussed prior to any written notification.

19. Prior to written notification of its withdrawal or termination, the Partner in question must call a meeting to inform of its decision and to consult on the consequences for the other partner.

Conflict of Interest

20. Each Partner agrees to take active steps to manage any actual, potential or perceived conflict of interest in relation to their role or the role of any employee, consultant, agent or sub-contractor.

Confidentiality

21. All information considered by any Partner as 'confidential' will be treated as confidential by the others except insofar if the information has been made available on public release.

Relationship of the Partners

22. Each Partner is a separate entity. Nothing contained or implied in this Arrangement shall be construed as creating, and no Partner shall state, imply or do anything to suggest that this Arrangement creates, a relationship of employer/employee, or principal/agent or a legal partnership between the Partners, or any of their employees, agents or sub-contractors.

23. Each Partner remains responsible for the liability of its own employees, agents and sub-contractors and for all related tax, insurances or such other costs attributed to their employment, engagement or activities.

IMPLEMENTATION PROCESS

24. The implementation of this arrangement shall be based on regular consultation and be respectful of each other identity and capacity.

25. The following timeframe will guide the implementation

Component	09.14	10.14	10.14	11.14	12.14	01.15	02.15	03.15	04.15	05.15	06.15	07.15	08.15
1. Finalisation of agreement	Before the 22.08												
2. Launching of program at Freshwotat	30 August												
3. Awareness and training sessions					CHRISMAS								
4. Competition				1	CHRISMAS	1	1	1	1	1	1	1	1
5. Review of the program and report													

EXECUTION

20. Signed on Friday 26th day of September 2014 by:

Wilson Kapus
Representative of Freshwota 4

Cyrille Mainguy
Representative of VTF