

MEMORANDUM OF UNDERSTANDING

made on 25 / 10 2018

between

Snowsport Scotland Limited ("SSS")

and

The British Association of Snowsport Instructors Limited ("BASI")

OBJECTIVES

In recognition of the potential mutual benefits to be gained for their respective members through a collaborative approach to the development of the Snowsport workforce in Scotland and the delivery and development of snowsport instructor awards, SSS and BASI (together, the "Parties" and each a "Party") wish to enter into this memorandum of understanding ("Memorandum").

The Parties wish to work together in relation to the delivery and development of snowsport instructor awards in Scotland.

This will involve the Parties jointly evaluating the pros and cons of: (a) future course alignment between the Parties' snowsport instructor awards; (b) the Parties scheduling a harmonised course calendar in Scotland; (c) the Parties aligning their respective continued professional development course structures and content for snowsport instructors; (d) the Parties collaborating on the organisation and delivery of events; (e) the Parties jointly identifying and assessing other opportunities to add value for their respective snowsport members; and (f) to explore mutually beneficial commercial opportunities – including joint membership.

IMPLEMENTATION

The following items will be initiated as soon as is practically possible, but at latest, by August 2018.

- **Course Alignment:** Pursuant to Objective (a) above, BASI will conduct a review of the assessment process for the Snowsport Scotland Instructor award, and if deemed satisfactory, grant direct access for SSS Instructors to attend the BASI 2 course. (In the interim access will only be granted to the BASI 2 courses for SSS Instructors that attend and pass a BASI 1-day assessment).
- Share existing course information and work towards having an overall structured and coordinated course timetable for BASI and SSS courses in Scotland to provide the Scottish Snowsports Community with a clear calendar of awards.

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The agreed action plan which forms Appendix 1 hereto (the "Action Plan" as amended) will be developed from May 2018 through the end of May 2019 to cover the key areas of co-operation identified in the Objectives above.

There will be regular meetings between the Parties to discuss the progress made towards the Objectives identified in this Memorandum and the Action Plan. This Memorandum will be reviewed by the Parties in June 2019.

INTELLECTUAL PROPERTY RIGHTS

This paragraph is legally binding. All intellectual property rights that belong to, or are licenced to, a Party prior to the effective date of this Agreement, shall remain vested in, or licenced to, that Party. No Party shall be deemed to have granted any express or implied licence to the other Party of its intellectual property rights as a result of this Memorandum or otherwise. This provision shall survive termination or expiration of this Memorandum.

DURATION AND TERMINATION

This paragraph is legally binding. This Memorandum shall become effective on the last date on which it is signed and shall be valid for a period of 2 years from such date, unless terminated sooner in accordance with the following sentence. This Memorandum may be terminated by a Party giving two months written notice to the other Party.

AMENDMENT

This paragraph is legally binding. Any changes to this Memorandum (other than Appendix 1) shall be subject to the written consent of both Parties.

CONFIDENTIALITY

This paragraph is legally binding. Each Party agrees to treat as confidential and not to disclose any information or materials supplied or made available in connection herewith (excluding this Memorandum itself and its terms) without the prior written consent of the other Party provided, that a Party may disclose such information (i) as is required by law, rule or regulation applicable to it, or as it is required to disclose to a court of competent jurisdiction or any governmental or regulatory authority, (ii) to its employees, officers, representatives or advisers who need to know such information for the purposes of the implementation of this Memorandum. Each Party shall ensure that any employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this paragraph. No Party shall use confidential information provided by or on behalf of the other Party for any purposes other than the implementation of this Memorandum. This provision shall survive termination or expiration of this Memorandum and remain in force for a period of two years from its termination or expiration.

MISCELLANEOUS


This paragraph is legally binding. No one other than a Party, and their successors and permitted assignees, shall have any right to enforce any of its legally binding terms. This Memorandum, and the negotiations between the parties in connection with the Memorandum, and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Memorandum or its subject matter or formation.

NON-BINDING AGREEMENT

The Parties hereby agree that, except for the paragraphs entitled confidentiality, intellectual property rights, duration and termination, amendment and miscellaneous, nothing express or implied in this Memorandum is intended to create legal relations between the Parties.

EXECUTION

IN WITNESS WHEREOF, this page and the preceding 3 pages together with the Appendix 1 hereto are executed as follows and delivered on 25/07 2018.



Trafford Wilson
Chief Executive
For and on behalf of
Snowsport Scotland Limited

At (Place): Grantown on Spey
On (Date): 25/07/18



Andrew Lockerbie
Chief Executive Officer and Director
For and on behalf of
The British Association of Snowsport
Instructors Limited

At (Place): Grantown on Spey
On (Date): 25/07/18

In the presence of:

Witness
Signature: 

Witness
Name: IAIN RAMSAY-CLAPHAM

Witness
Address: SNOWSPORT SCOTLAND
CALEDONIA HOUSE
SOUTH GYLE EH12 9DQ

In the presence of:

Witness
Signature: 

Witness
Name: ROY HENDERSON

Witness
Address: BASI, Grantown PH26 3HG

Appendix 1

SSS – BASI Action Plan