



MEMORANDUM OF UNDERSTANDING

<p>PARTIES</p> <p>Each <i>Party</i> and together the <i>Parties</i></p>	<p>EXERCISE AND SPORTS SCIENCE AUSTRALIA (ABN 14 053 849 460) of Suite 101, Level 1, 43 Evelyn Street, Newstead QLD 4006 (ESSA)</p> <p>THE CHARTERED ASSOCIATION OF SPORT AND EXERCISE SCIENCES of Fairfax Hall, Room G07/G08, Leeds Beckett University, Headingley Campus, Headingley, Leeds LS6 3QT (CASES)</p>
<p>BACKGROUND</p>	<p>A. ESSA is Australia’s leading voice on exercise and sports science, governing and representing university-qualified professionals who support Australians to reach their health and performance goals.</p> <p>B. CASES is the professional body for sport and exercise sciences in the UK. CASES vision is to contribute to healthier lives and improved performances through sport and exercise sciences.</p> <p>C. Both Associations are Foundational Full Members of the International Confederation of Sport and Exercise Science Practice (ICSESP).</p> <p>D. ESSA and CASES share a common interest in advancing the fields of sport and exercise science and supporting the development of professionals within these disciplines. The Parties wish to establish a collaborative relationship to promote knowledge exchange, professional development opportunities, and international cooperation for the benefit of their respective members and the broader sport and exercise science community.</p> <p>E. This Memorandum of Understanding (MoU) records the understanding of the parties in relation to establishing a collaborative relationship to support international engagement, knowledge exchange, and professional development between ESSA and CASES. The MoU outlines areas of cooperation, including mutual recognition as international counterparts, access to continuing education and conferences, collaboration on professional initiatives, and opportunities for joint activities that advance the field and practice of exercise and sports science.</p>

By signing below, the parties confirm their understanding as set out below.

SIGNED for and on behalf of ESSA :	SIGNED for and on behalf of CASES :
Name of person signing: Katie Lyndon	Name of person signing: Ian Wilson
Position of person signing: Chief Executive Officer	Position of person signing: Chief Executive Officer
Signature:	Signature: 
Date:	Date: 14 April 2026

1. Definitions

Confidential Information means the terms of this MoU and all information disclosed by or on behalf of a party (the *Disclosing Party*) to the other party (the *Receiving Party*), whether before or after the date of this Agreement, that is by its nature confidential, is designated as confidential, or that the Receiving Party knows or ought reasonably to know is confidential, and includes (without limitation):

- (a) business, financial, technical and operational information;
- (b) trade secrets, know-how, intellectual property, concepts, ideas, processes, methods and data;
- (c) information about employees, contractors, customers, suppliers and other third parties; and
- (d) any Personal Information,

but does not include information that:

- (e) is or becomes public other than through a breach of this MoU;
- (f) was lawfully known to the Receiving Party before disclosure;
- (g) is received from a third party who is entitled to disclose it; or
- (h) is independently developed by the Receiving Party without reference to the Disclosing Party's information.

Commencement Date means 1 May 2026.

Expiry Date means 31 December 2027.

Intellectual Property means all intellectual and industrial property rights, including copyright, trademarks, designs, patents, domain names, and any related goodwill, whether registered or unregistered, and all applications, renewals and extensions of those rights. It includes all logos, artwork, branding, and promotional materials owned or controlled by a party.

MoU means this document and all schedules/annexures to this document.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)* and in the *Data Protection Act 2018 the UK General Data Protection Regulation*, and includes information or an

opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable.

2. Status of this Memorandum of Understanding

- (a) This MoU is not exhaustive and is not intended to be legally binding except where specifically stated.
- (b) Except as expressly stated, nothing within this MoU is intended to:
 - (i) create any binding rights, powers, duties, liabilities or obligations; or
 - (ii) waive, fetter, limit or affect the rights, powers, duties, liabilities or obligations of the parties.

3. Term

- (a) This MoU commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier in accordance with this clause.
- (b) A party may terminate this MoU at any time by one (1) month's notice in writing to the other party.

4. Objectives

- (a) Global Presence for Members

The Parties will recognise each other as international counterparts and, where appropriate, provide links to the other Party's website through their respective organisational websites.

- (b) Member Activities

The Parties will recognise each other's membership status to facilitate access to continuing professional development opportunities and conferences, where appropriate.

- (c) Continuing Education Access

The Parties will seek to offer registration for continuing education activities to members of the other Party at the same or a reduced rate as that offered to its own members for comparable membership categories.

- (d) Conference Collaboration

The Parties may promote each other's conferences and related events to their respective members in order to support knowledge sharing, professional engagement, and collaboration between the organisations.

- (e) Professional Collaboration

Where appropriate, the Parties may collaborate on position statements, roundtable papers, and other initiatives that advance sport and exercise science.

- (f) Professional Development Opportunities

The Parties may explore opportunities for joint or collaborative professional development activities for the benefit of their respective members.

5. Confidentiality

- (a) This clause is legally binding.
- (b) During the course of this MoU, Confidential Information of a party may be disclosed to or otherwise acquired by the other party. Each party undertakes that it shall not at any time disclose the Confidential Information of the other party, except as permitted by (c) below.
- (c) Each Party may disclose the other Party's Confidential Information:

- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of achieving the objectives set out in clause 4. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 5; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6. Intellectual Property

- (a) This clause is legally binding.
- (b) Each party retains ownership of its Intellectual Property. A party (the *Owner*) may permit the other party (the *Licensee*) to use specified Intellectual Property (for example, a logo or brand name) solely for the purposes and duration of this Memorandum of Understanding, and only in the manner approved in writing by the Owner. The Licensee must not alter or misuse the Intellectual Property and must cease using it immediately upon expiry or termination of this MoU.

7. Publicity and Reputation

- (a) This clause is legally binding.
- (b) Neither Party will issue or make statements or comments to the public, the press or other persons or authorise a person to do those things, regarding this MoU or matters arising in relation to it, without the other Party's prior written consent.
- (c) Each Party agrees not to do anything, or omit to do something, which is intended, or would reasonably be expected to harm the reputation of the other party or any party affiliated with the other party.

8. Resolution of Disputes

- (a) For this clause 8, a dispute will have arisen when either Party notifies the other Party to that effect.
- (b) The Parties agree to attempt to settle any dispute arising under this MoU by negotiation in the first instance.
- (c) Any dispute will be referred to the dispute resolution representatives nominated by the parties. If these parties are unable to resolve the dispute, then either party will be free to take whatever action it deems necessary.

9. Notices

- (a) Any notice, consent, or other communication to be given under this MoU must be in writing and may be delivered by hand, pre-paid post or e-mail transmission to the other Party at its address set out in this MoU, or such other contact details that the Parties notify to each other from time to time.