



*Growing tennis together*

*Partnership  
agreement*

*Planning and managing community  
tennis for the future*

*February 2011*

## ***The future foundation for Australian community tennis***

- Better planning
- More and better national infrastructure
- Better management practises

## ***The results***

- Healthier communities ✓
  - More active players ✓  
*more people playing more tennis, more often*
- More great champions ✓
  - More devoted fans ✓

Tennis Australia is delighted to be involved in this potential partnership initiative and along with **Tennis NSW** looks forward to assisting **Tweed Shire Council** in the development and growth of tennis in the region.

The roll out of our *"Tennis 2020 - facility development & management framework for Australian tennis"* (framework) and the implementation of a hierarchy of facilities within the framework is critical to the overall development of our sport and will form an integral link to our major objectives over the coming years.

## **Tennis Australia's mission is simple. We want to become the greatest tennis nation on the planet**

Our formula for success is centered on actively driving the following cornerstone objectives:

- **Active players – more people playing tennis more often.**
- **Create champions – more highly ranked players and Grand Slam champions.**
- **Devoted fans – more people attending more tennis events.**
- **Invest in the game – more money to grow more fans, more players, more champions.**

This draft partnership agreement, through a Memorandum of understanding (MoU) provides the foundations for our collective understanding and vision for the development, management and operations of tennis within the region. This document also seeks to develop an understanding by both parties as to their roles and responsibilities in achieving this vision.

**It is not a legal document**, and as such acts as a guide rather than a formal binding agreement. The intent of this MoU is to establish a framework for tennis provision to develop "best practice" facilities development and management to ensure that tennis services remain viable, sustainable and that tennis facilities are valued community assets into the future. What is important is that we collectively embrace the principles of the MoU and work in partnership to grow the game within the region. This requires a focus on all dimensions of the service and business such as grass roots development, social opportunities, strategic & business planning processes, facility development, identifying and nurturing talent, providing relevant competitions and tournaments and progressive management and governance practises. This can be best achieved by working in partnership with all stakeholders.

By committing to this MoU the signatories are aware that the tennis infrastructure may not currently comply with all objectives and guidelines set out in the MoU. It is also acknowledged that full compliance with every aspect of this MoU may be unobtainable in some instances due to local or regional uncontrollable circumstances. However, entering into this agreement with Tennis Australia demonstrates a commitment from the Council and Regional Tennis stakeholders to work in conjunction with the National and State bodies towards all of collective objectives and guidelines where it is feasibly possible to do so.

Tennis Australia and **Tennis NSW** look forward to playing our role and supporting the growth of tennis within your region to truly make our great game even better

## MEMORANDUM OF UNDERSTANDING ("MOU")

between

**Tweed Shire Council**  
and

**Tennis New South Wales (ABN 30 000 011 558) of Sydney Olympic Park, Rod Laver Drive, Sydney Olympic Park, NSW 2127, trading as Tennis New South Wales**  
and

**Tennis Australia Limited (ABN 61 006 281 125) of Melbourne Park, Batman Avenue, Melbourne, Victoria, 3000, trading as Tennis Australia ('Tennis Australia')**

## RECITALS

- A: The proposed tennis provision, services and infrastructure are based under the **Tweed Shire Council**
- B: Tennis Australia is the national governing body for the sport of tennis in Australia and, amongst other things:
- (i) helps to grow and promote the sport from 'grassroots' to elite level;
  - (ii) owns and stages the Australian Open – one of the world's biggest annual sporting events and one of the four Grand Slams;
  - (iii) selects national teams for Davis and Fed Cup, and international junior teams' competitions; and
  - (iv) operates a number of professional and national junior tournaments.
- C: The parties wish to form a relationship which aims to develop a premier regional facility, develop wider community use of tennis facilities, more active tennis players, more champions, more devoted fans, and improve facility infrastructure and facility operational performance, service and delivery.

Regional Partnership status will aim to foster growth in:

- Community development: making the tennis venues within the region about which the local and surrounding regional community is proud
  - Economic development: greater tennis operational performance ensuring greater local economy performance
  - Destination development: patrons will recognise the facilities as great tennis venues to visit, play at and enjoy the services offered
  - Social and cultural development: by giving the venues within the region status as one of the premier tennis destination in Australia and encouraging access for all to the game
- D: Where relevant, in meeting its obligations under this MoU Tennis Australia will seek the assistance and support of **Tweed Shire Council**

## IT IS AGREED

### 1. TERM AND SCOPE

- (a) This MOU will operate for **10** years commencing on **1<sup>st</sup> March 2011** and concluding on **29<sup>th</sup> February 2020**.
- (b) In the final 6 months of this agreement the parties will enter into discussions in good faith with a view to negotiating a new agreement.

### 2. OBLIGATIONS OF TENNIS AUSTRALIA

Tennis Australia will support the growth of tennis within the region through the following:

#### (a) **Operational Performance Benchmarks**

Tennis Australia will initiate an assessment and annual benchmarking process measured against best practice standards for a range of key indicators of tennis operational performance. All tennis facilities within the region will be encouraged to contribute and to use the results of the assessment to ensure a sound business/strategic plan is developed for future operations in collaboration with the owners, stakeholders, manager and/or committee/board of the regions centres.

#### (b) **Facility Establishment and Development Funds**

Tennis Australia will provide opportunities to the Region to access funding to ensure that it can meet the administration and presentation standards desired by TA and Council. Access to Tennis Australia's Facility Loan Scheme and the National Court Rebate Scheme will be contingent on the facilities obtaining capital funding support from the owner or external grant sources which are equal or greater to the amount sought from Tennis Australia. Tennis Australia, through the Member Association will support the Centre with the planning and grant application process.

#### (c) **Coach Commitment**

Part of Tennis Australia's T-12 strategy is to invest in the development of coaches and coaching standards across Australia. Tennis Australia will afford coaches within the Region with priority bookings to coach training initiatives to support the continual improvement of the tennis coach(es).

#### (d) **Branding**

Tennis Australia will provide the regional centre with commercial promotional items such as banners, letterhead and posters (production fee for which will be met by the Centres at cost) to highlight the status of the Centre as a Tennis Australia recognised partner.

Further, Tennis Australia will market many of its national community promotions in a manner which benefits the Region (for example, MLC Hot Shots promotions).

(e) **Tournaments and Events**

The regional facility within the region will be a preferred destination for national/state level events with an expectation that the region partner and centre aspires to host the highest possible level of event. Tennis Australia will provide a staff contact to assist the region in delivering events.

(f) **Quality Monitoring**

Tennis Australia will designate a relevant staff member as a link to the region to assist in ensuring that the regions commitments to Tennis Australia, the facility operators, owners, coaches and players are met.

(g) **Naming Rights Sponsorship**

Tennis Australia, where there is an agreed benefit, reserves the right to seek and obtain a naming rights sponsor and to offer sponsor benefits for all Tennis Regions. Any revenue generated through the naming rights sponsor remains the property of Tennis Australia and will be applied towards the development of community tennis.

### 3. **OBLIGATIONS OF THE REGIONAL PARTNER**

- (a) The Regional partner agrees to develop a documented strategy that in principle aligns with the National framework and addresses minimum facilities, programs and services, facility, management and operational requirements that will be provided within a realistic timeframe from the commencement of this MOU.
- (b) Subject to feasibility, the Regional Partner agrees to develop a sustainable regional centre to meet the objectives of the regional partner and the needs of tennis within the region
- (c) The Region's tennis stakeholders must display an ongoing commitment and capacity to grow the game of tennis within the region. Status as a Regional Partner carries an obligation to plan, support and assist the growth of all tennis clubs, programs and services within the **Tweed Heads** region.

### 4. **MUTUAL OBLIGATIONS**

It is agreed that a collaborative approach to formalising the parties' relationship in key areas will be taken, including in relation to:

- Strategic, annual business planning and facility development
- Facility management and reporting
- Service and program opportunities including wider community development initiatives
- National coaching/player development pathways and education initiatives
- Tournaments and events, and
- Advertising and marketing the brand of tennis

### 5. **TERMINATION**

- (a) Either party may terminate this MOU by providing six months notice.

- (b) In the event of termination:
  - (i) The Regional Partners right to use Tennis Australia's logo or other intellectual property will cease; and
  - (ii) the Regional Partner will destroy or remove from public view any items provided to it in accordance with clause 2(d).

## **6. CONFIDENTIALITY**

Both parties shall treat as confidential all information which comes into their possession pursuant to or as a result of or in the performance of this MOU and will only make disclosure of such confidential information for the purposes of fulfilling their obligations under this MOU.

## **7. LEGAL EFFECT**

This MOU is not intended to be legally binding on the parties.

**DATED:**                      **day of**    **2011**

**[Tweed Shire Council]**

**Tennis Australia Limited**

Date / / /2011

Date / / /2011

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**Tennis NSW Limited**

Date / / /2011

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