

Baseball Ireland
("BI")

Softball Ireland
("SI")

**MEMORANDUM OF UNDERSTANDING and
TERMS OF REFERENCE of
Baseball Ireland & Softball Ireland Merger
("Baseball Softball Ireland")**

MEMORANDUM OF UNDERSTANDING

DATED THIS 30th DAY OF APRIL 2019

PARTIES

- (1) **Baseball Ireland** a National Governing Body ("BI")
- (2) **Softball Ireland** a National Governing Body ("SI")

1. PROJECT BACKGROUND AND PURPOSE

- 1.1 **The Project:** Further to the merging of the International Federation for Baseball and the International Federation for Softball to create the World Baseball Softball Confederation (WBSC), Sport Ireland will only recognize one governing body for the sport of Baseball and Softball. The purpose of the MOU is to create an umbrella governing body for Baseball and Softball in Ireland which will be recognized by both the WBSC and Sport Ireland ("the Project").
- 1.2 **Vision:** The vision for the Project is to create an umbrella organization which meets the criteria for membership of Sport Ireland, maximises the growth of the related sports and enter into joint ventures to grow the game of Baseball and Softball in Ireland.
- 1.3 **Parties:**
 - (I) Baseball Ireland is the governing body of the sport of Baseball on the Island of Ireland
 - (II) Softball Ireland is the governing body of the sport of Softball on the Island of Ireland
- 1.4 **Purpose of Board:** In order to carry out the Project, the Parties have decided to set up a Board to undertake work and provide recommendations to the Parties in relation to the Project. The overall purpose of the Board is to manage Baseball Softball Ireland (BSI) on a day to day basis and successfully apply for membership of Sport Ireland.

1.5 **Terms of Reference:** Representatives from each of the Parties will be part the Board. The Terms of Reference for the Board, as agreed by all the Parties, are detailed in **Schedule 1** of the MOU.

2. PERIOD OF THE PROJECT

2.1 **Period:** This MOU, and the Project, will start on the day this MOU is signed by all the Parties and will continue until such time as one or all of the Parties agree to terminate the MOU.

2.2 **Amendments:** The MOU (including the Terms of Reference) may be amended at any time by the agreement in writing of all the Parties. The MOU may be amended to include a new Party provided all the remaining Parties agree to it being part of the Project.

3. PRINCIPLES OF WORKING TOGETHER

3.1 **Commitment:** The Parties are committed to work together with the common goal of undertaking the Project. In doing so, each Party agrees to the following principles:

- (a) **Reputation:** to use its best efforts to ensure that it does not do, or permit anything to be done, which is or may be detrimental to the goodwill, name, or reputation of any other Party or the Board;
- (b) **Good Faith:** to act in good faith to carry out its obligations as set out in this MOU;
- (c) **Autonomy:** to accept and recognise that each Party is an autonomous entity or group and that it is entitled to make its own decisions on any recommendations made to it, or to withdraw from the Project, in accordance with this MOU;
- (d) **Co-operation:** to co-operate with each other and work as a team, so as to support the Board to achieve its objectives;
- (e) **Communication:** to communicate openly and honestly to each other and to keep the communication lines open to ensure effective decision making by the Parties. The Parties will act constructively and openly to avoid conflicts or disputes and if any arise, will deal with them promptly and resolve them in a fair manner; and,

- (f) **Timeliness:** to contribute, make decisions and communicate with the other Parties and the Board in a timely manner to ensure the Project progresses efficiently and effectively.

4. SPECIFIC OBLIGATIONS OF PARTIES

4.1 Each Party agrees to fulfil the following obligations in relation to the Project:

- (a) **Support:** to provide all reasonable support, information, materials and assistance to enable it to meet its obligations under this MOU;
- (b) **Approvals:** to obtain approval to enter into this MOU, and for any other approvals which are required during the period of the Project, either from its board/committee or its members, as determined by the Party;
- (c) **Media/Publicity:** to only make public comment on the Project through the agreed spokesperson from the Board;
- (d) **Meetings:** to meet at times reasonably requested by each other during the period of the Project to plan and agree on any actions necessary to give effect to this MOU (eg to amend this MOU or terms of reference); and
- (e) **Share Workload:** to share and allocate tasks and action items equitably between the Parties and to deliver on them in the manner agreed to by the other Party.
- (f) **Confidentiality:** to keep confidential and not (without the consent of the other Party) disclose any Confidential Information about the other Party or the Project except as required by law. For the purpose of this MOU, 'Confidential Information' means all information or data, in any form or medium whatsoever, relating to the Parties or the Project which by its nature, or by the circumstances of its disclosure to the holder of the information, is or could reasonably be expected to be regarded as confidential.
- (g) **Notices:** to provide an email address or addresses for all communications to the Parties relating to the Project.

5. BOARD

5.1 **Role and Responsibility:** The Parties agree that a Board shall be established by the Parties to facilitate the merger, apply to Sport Ireland for recognition and identify opportunities for Baseball and Softball in Ireland to maximise synergies. The Board is required to undertake the specific tasks set out in the Terms of Reference in **Schedule 1**. In summary these will include:

- a) Manage the merged entity on day to day basis
- b) Complete all necessary conditions to apply for membership of Sport Ireland
- c) Ensure the financial stability of Baseball Softball Ireland
- d) Identify and investigate opportunities for financial and participation synergies

5.2 **Representatives on the Board:**

Each Party shall appoint representatives from it to be a member of the Board as follows:

- (I) Baseball Ireland shall nominate three members
- (II) Softball Ireland shall nominate three members

Each Party may also appoint an alternate representative to attend as the representative's proxy if the representative is unavailable to attend a meeting of the Board.

- (b) Each Party's representative must hold office with the Party (eg as a Board/committee member) and be chosen by the Party on the basis that he/she is available to attend the meetings of the Board and has the necessary skills to add value to the Board.
- (c) A Party may change its representative if it wishes to do so, (for example, due to unavailability, resignation or the Party no longer wishes that person to be their representative). If a Party wishes to do so, it must give written notice, as soon as possible, to the Board and the other Parties of the change and the name of the replacement representative.

6. DISPUTES

6.1 **Disputes:** Any dispute or difference arising between the Parties regarding this MOU and/or the Project will be dealt with in the first instance through facilitating a meeting with a representative from each of the Parties, at which they will attempt, in good faith, to resolve the dispute or difference.

SIGNED AND AGREED BY THE PARTIES:

Full Name of Party	Baseball Ireland	
Authorised Signatory Name(s)		
Authorised Signatory Signature(s)		
Position eg Committee member		
Date		

Full Name of Party	Softball Ireland	
Authorised Signatory Name(s)		
Authorised Signatory Signature(s)		
Position eg Committee member		
Date		

SCHEDULE 1 to MOU

Board Terms of Reference

Title:	Baseball Softball Ireland Board
Objective:	Merger of Baseball Ireland and Softball Ireland
Responsible to:	BASEBALL IRELAND and SOFTBALL IRELAND

1. Board - Composition and Appointment

- 1.1 **Composition:** The Board shall comprise of up to six (6) members as follows:
- (I) Baseball Ireland shall nominate three members
 - (II) Softball Ireland shall nominate three members
- 1.2 **Changes to representatives:** A Party may change its representative on the Board at any time by providing notice to the Chairperson of the Board. If a representative is unable to attend a Board meeting, the Party the person represents may send an alternate representative as proxy to attend the meeting in place of the representative.
- 1.3 **Chairperson:** At the first meeting of the Board, the Board shall appoint a Chairperson from amongst the Board members. The role of the Chairperson is to chair meetings and represent the Board where necessary. The Chairperson will be the spokesperson for the Project unless otherwise agreed. If the Chairperson is unavailable for any reason, or the Board wishes to do so for any other reason, the Board may appoint another person from the Board to act as Chairperson, for the period of unavailability (if due to that) or for such period as the Board decides. If the person who is the Chairperson is no longer a member of the Board, a new Chairperson shall be appointed by the Board from amongst its members.
- 1.4 **Quorum:** The quorum of the Board shall be four Board members present at a meeting, of which two must be from Baseball Ireland and two must be from Softball Ireland.
- 1.5 **Co-option:** The Board may co-opt a further non-voting member with specialist skills to the Board, if required, for such period and on such terms as the Board considers necessary.

- 1.6 **Term:** Each member of the Board shall be appointed to the Board for the duration of the Project, unless they resign or are replaced by their appointing Party in accordance with the MOU.

- 1.7 **Vacancy:** If a position on the Board is vacant at any time, the Party or the Board (whoever appointed the position which is vacant) may appoint another person in their place.

- 1.8 **Removal:** A Board member may be removed from their position on the Board by agreement of all the Parties if:
 - (I) the Board member has breached these Terms of Reference (provided that the member has been given notice of the alleged breaches and a reasonable opportunity to be heard on them); or

 - (II) the Board is notified by a Party, that they wish to change their representative.

2. Board Meeting Protocols

- 2.1 **Meeting Protocols:** The Board shall:
 - (I) meet as often as the members of the Board consider appropriate, but shall meet at least once every 3 months;

 - (II) except to the extent specified in these Terms of Reference, the Board shall regulate its own procedure;

 - (III) ensure meetings, conference calls and any decisions of the Board made by email, are recorded in minutes;

 - (IV) invite other persons to attend meetings (ie consultants, stakeholders) provided all members of the Board agree to the person attending. The attendees shall have the right to speak but no right to vote;

 - (V) provide the minutes of the meetings to the Parties;

 - (VI) endeavour to reach decisions by consensus. However, if there is not a consensus on a specific matter, then a vote may be taken and will be passed if a simple

majority or more of the members of the Board agree to the matter. Each Board Member shall have one vote; and

- (VII) hold meetings in person/face to face but if necessary may hold meetings by telephone, video conference or other means of electronic communication provided that all persons participating in the meeting are able to hear each other effectively and simultaneously.

3. Board Members - Duties and Responsibilities

3.1 **Duties and Responsibilities:** The duties and responsibilities of each Board member are:

- (I) to comply with the MOU including these Terms of Reference and in particular to adhere to the Principles of Working Together set out in clause 3 the MOU;
- (II) to act in good faith and in the best interests of the Board and the Parties at all times and in accordance with these Terms of Reference;
- (III) to use his or her best efforts to consult and keep up to date with the Party he/she represents to ensure he/she is representing the Party's views to the best of his/her abilities;
- (IV) to report back to their Party on key decisions and progress made by the Board;
- (V) to prepare for meetings by reading and considering the papers/materials sent in advance of the meetings;
- (VI) to work collaboratively with the other members of the Board and respect the skills and views of the other members of the Board;
- (VII) to communicate and engage frequently, openly and honestly with the other members of the Board;
- (VIII) declare any real or perceived conflict of interest. The remaining members of the Board shall consider whether the conflict of interest is of a serious nature and if it is, take whatever action it considers necessary; and

(IX) keep confidential and not disclose (unless required by law) any Confidential Information relating to the Board.

4. Authority and Budget

4.1 **Financial budget:** In undertaking the Deliverables, the Board shall carry out its work in accordance with the budget agreed annually by the Parties.

4.2 **Decision making:** In undertaking the Deliverables, the Board shall have the authority to make decisions and determinations, including:

(I) appointing consultants and contractors as required for the development of the Project; and

(II) seeking advice from independent external parties;

provided that:

i. regular Project updates are provided to the Parties in accordance with the specified timeframes.