

PROTOCOL OF AGREEMENT BETWEEN THE INTERNATIONAL OLYMPIC COMMITTEE AND SPECIAL OLYMPICS INTERNATIONAL

WHEREAS the social, educational, sporting and humanitarian purpose of Special Olympics International concerning mentally handicapped people shall be encouraged.

WHEREAS the field of activity of Special Olympics International covers the whole world and whereas there is a constant increase in its establishments and permanent representations.

WHEREAS there is visible evidence of Special Olympics International's benevolent character and ability to mobilize the necessary financial resources.

WHEREAS Special Olympics International has obtained the support of numerous governments, administrations, firms, associations and of numerous personalities.

WHEREAS Special Olympics International's willingness is to associate with its undertaking the most important channels of communications and the media organizations with the greatest audience within most areas of the world.

WHEREAS Special Olympics International is already accepted by numerous sporting organizations and national Olympic committees all over the world.

WHEREAS the aims of Special Olympics International fully enter within the scope of the major concerns of the International Olympic Committee as set forth in the Olympic Charter.

WHEREAS the object of this protocol is to set forth the principles of cooperation between both parties hereto as well as to define the terms and conditions under which the International Olympic Committee grants its recognition, in compliance with the Olympic Charter, to Special Olympics International.

NOW THEREFORE the following is agreed between

• the INTERNATIONAL OLYMPIC COMMITTEE hereinafter referred to as IOC, represented by its President, H.E. J.A. Samaranch of the first part.

and

• SPECIAL OLYMPICS INTERNATIONAL, INC., a non profit corporation incorporated in the District of Columbia and registered with the Federal Government of the United States of America—nr. 501 C(3)—with its headquarters in Washington, D.C., hereinafter referred to as SOL, represented by its Chairman Mrs. Eunice Kennedy Shriver and its President, the Hon. Sargent Shriver of the second part:

ARTICLE 1: In consideration of SOL's action in promoting the development of sporting activities amongst mentally handicapped persons, the IOC grants its official recognition to the SOL.

ARTICLE 2: The recognition of SOL by the IOC is granted by the IOC as supreme authority governing the Olympic Movement in accordance with the Olympic Charter and subject to SOL's compliance with the provisions of the said Charter. However, each component of the Olympic Movement, in particular the International Federations and the National Olympic Committees, shall take its own independent and separate decision with regard to SOL.

ARTICLE 3: The IOC hereby grants to SOL, which hereby accepts, the license to use the denomination "Olympics" subject to the following conditions and limitations:

3.1: The license granted by the IOC to SOL shall imply no financial obligation on the part of SOL.

3.2: SOL is only entitled to use the denomination "Olympics" provided such denomination always immediately follows the word "Special" so as to form the composite expression "Special Olympics". Consequently, SOL hereby undertakes to refrain from any use of the denomination "Olympics" other than as set forth hereinabove.

3.3: SOL shall refrain from any use of any other denomination—such as "Olympic" (in French: Olympique)—suggesting links with the Olympic Movement or with the IOC.

3.4: The license mentioned under article 3 is subject to compliance with the Olympic Charter and all applicable national laws and regulations, including but not limited to U.S. law.

ARTICLE 4: SOL shall not be entitled to make any use of any Olympic flag, Olympic Symbol (i.e. the Olympic rings alone, whether in one or several colours), Olympic motto (i.e. "Citius, Altius, Fortius"), Olympic emblem (bound combination of the Olympic rings with another distinctive sign) or Olympic anthem. Exceptional authorizations may be granted in writing by the IOC at its sole discretion, on request from SOL, for limited purposes and in special circumstances only.

ARTICLE 5: SOL acknowledges that its recognition by the IOC does not imply any financial or material obligation of any kind for the IOC towards SOL.

ARTICLE 6: SOL hereby undertakes to designate one of its members as its representative on the board of the ICC (International Coordinating Committee of World Sports Organizations for the Disabled).

ARTICLE 7: In order to implement this protocol and develop the cooperation between the parties, a coordinating committee will be jointly established by both parties. This Committee shall be composed of three IOC members and two SOL members. The president of such committee shall be appointed by the IOC and shall convene the said committee when necessary or on request of two members.

ARTICLE 8: Any difference or dispute between the parties as to the interpretation, performance or validity of this protocol or any agreement related thereto shall be settled by the Court of Arbitration for Sport, the seat of which shall be Lausanne, Switzerland.

ARTICLE 9: This protocol is valid for a two year period from the date of its signature. It shall be tacitly renewed for two year periods, unless either party gives notice of termination to the other by registered letter to be sent three months before the end of the two year term. SOL's obligations as set forth in Articles 3.2, 3.3 and 4 above shall remain in force notwithstanding the termination of this protocol.

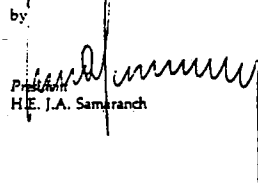
Executed in Calgary, in 2 original copies, this day of

FEB 15, 1988

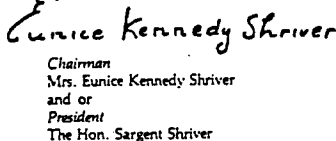
The International Olympic Committee

Special Olympics International

by


President
H.E. J.A. Samaranch

by


Chairman
Mrs. Eunice Kennedy Shriver
and or
President
The Hon. Sargent Shriver