



**INTERNATIONAL
BASKETBALL
FOUNDATION**

**Special
Olympics**



MEMORANDUM OF UNDERSTANDING

**INTERNATIONAL BASKETBALL FOUNDATION
AND
SPECIAL OLYMPICS**

Between the undersigned:

a/ "Special Olympics, Inc.", (hereafter referred to as "SOI" or "Special Olympics") a not-for-profit organization incorporated under the laws of the District of Columbia, United States of America, having its principal place of business at 1133 19th Street, NW, Washington, DC 20036 and represented by Dr. Timothy Shriver, President and Lou Lauria, Chief of Sport and Games.

Date: June 16th 2019

and

b/ International Basketball Foundation (hereafter referred to as "IBF") a foundation constituted in Lausanne under and governed by articles eighty et seq. of the Swiss Civil Code, having its registered office at FIBA, Route Suisse 5, 1295 Mies, Switzerland and represented by its President Sheikh Saud Ali Al-Thani and its Secretary General Andreas Zagklis

Hereinafter collectively referred to as the "Parties" and individually as "Party".

It has been agreed as follows:

I. Purpose

IBF and SOI have joined their forces because both parties share the desire to promote basketball as a tool for social development, especially using basketball practice for inclusion. The purpose of the herein binding Memorandum of Understanding between the undersigned parties is to provide the basis of their future collaboration by setting forth the roles and responsibilities of each party.

II. Description of the Parties

A. Special Olympics

The mission of Special Olympics is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community. Basketball is one of the core sports that Special Olympic promotes within their activities.

B. International Basketball Foundation

IBF is the humanitarian, social, and educational arm of the International Basketball Federation (FIBA) and addresses the role of sports and particularly basketball in society. It preserves and promotes basketball's values, and its cultural heritage.

The main mission is promoting, organising, managing, supporting and developing all sporting, cultural, educational and social activities for the benefit of basketball in cooperation with FIBA, supporting social and humanitarian development programmes through basketball.

Our Activities are Social Responsibility projects around the globe for which we cooperate with partners such as NGOs, other foundations and governments. We are also active in fundraising to support CSR projects. We manage the 'House of Basketball' FIBA's worldwide headquarters, we preserve and promote the cultural heritage of our sport and house the Hall of Fame in our building and we provide education to our administrators and experts.

III. Objectives

- Collaborate in projects of common interest, especially with a focus on inclusion;
- Cooperate to improve living conditions for entire populations through basketball;
- Facilitate dialogue and communication between communities, using basketball and its values as a vector; and
- Encourage education, training and responsibility amongst vulnerable youth, through the practice of basketball.

IV. Cooperation methods

In order to achieve their respective objectives, the parties agree on the following points:

A. IBF contributions

- Invite Special Olympics athletes to IBF's events (especially to global Mini Basketball campaign events and the FIBA Open);
- If applicable provide SOI with VIK products of their partners (Molten and Peak);
- Announce the partnership with SOI on its website and social networks and promote the activities through its communication channels, including by posting on its website and Facebook page;
- Give the right to SOI to use IBF logo for communication purposes related to the activities contemplated by this MOU and subject to the prior review and written approval of IBF; and
- In the framework of a joint project, use the SOI logo and regularly send photos and videos of the activities and events.

B. SOI contributions

- Send Special Olympics athletes and coaches to IBF events (especially to global Mini Basketball campaign events and the FIBA Open);
- Announce the partnership with IBF on its website and social networks;
- Promote the activities of IBF through its communication channels, including by posting on its website and Facebook page;
- Give the right to IBF to use the SOI logo for communication purposes related to the activities contemplated by this MOU and subject to the prior review and written approval of SOI;
- Provide to IBF the necessary communication elements enabling the promotion of the SOI messages: logo, explanatory text, photos; and
- Connect IBF with SOI's local partners for projects all around the world.

In case IBF and SOI agree to launch a joint project, the two organisations will jointly establish a specific document for each separate project, as an Annex to this MOU and within the general framework of this MOU.

This document would precisely define the project's objectives, the activities to be carried out, the resources that will be provided by both parties, as well as the methods of implementing, monitoring and evaluating each project.

V. Duration

This MOU shall become effective upon signature by the authorized officials from IBF and SOI, and will remain in effect until 31.12.2019. Thereafter, this MOU shall automatically renew for additional one-year terms, under the same terms and conditions, as specified hereunder, unless terminated according to clause VI.

VI. Termination

Either party may terminate this MOU (and the respective Annexes, if any) with immediate effect in the event of one or both parties discontinuing their activities, judicial liquidation or any situation having the same effect.

Either party shall have the right to terminate the MOU (and the respective Annexes, if any) with a three-month advance written notice to the other party.

The right to terminate this MOU (and the respective Annexes, if any) for just cause is reserved.

VII. Confidentiality

Each party undertakes to ensure the confidentiality of the information and documents relating to the other party to which it may have access during the negotiations leading to the signing of this memorandum of understanding, during the signing itself and during the execution of the MOU.

VIII. Jurisdiction

This MOU (and the respective Annexes, if any), and any disputes arising therefrom, will be governed by Swiss law without resort to its conflict of laws provisions.

The parties will try to settle any dispute that might arrive under or in connection with this agreement by negotiation. In case settlement of such dispute is not achieved through negotiation within thirty (30) days, either party may submit the dispute for resolution by arbitration by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland according to its rules.

The herein Memorandum of Understanding is signed in two originals copies by:

Dr. Timothy Shriver
President
Special Olympics, Inc.

Lou Lauria
Chief of Sport and Games
Special Olympics, Inc

Manfred Ströher
Sheikh Saud Ali Al Thani
VICE - President
International Basketball Foundation

Andreas Zagklis
Secretary General
International Basketball Foundation

Date: June 16th 2019

Date: June 16th 2019