



MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding ("MOU") is entered into between Special Olympics, Inc., a nonprofit District of Columbia corporation, having its principal place of business as 1133 19th Street, NW, Washington, DC 20036 ("SOI") and the International Cheer Union, a Texas nonprofit corporation, having its principal place of business at 6745 Lenox Center Court, Memphis, TN 38115 ("ICU") (collectively referred to herein as the "Parties" or, individually as a "Party").

WHEREAS, the mission of the Special Olympics movement is to provide year-round, worldwide sports training and athletic competition in a variety of Olympic-type sports for individuals with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy, and participate in sharing of gifts, skills and friendship with their families, other Special Olympics athletes, and the community; and

WHEREAS, ICU is the international governing body for Cheer and all of the disciplines thereof worldwide; and

WHEREAS, the Parties desire to enter into this MOU to set forth their mutual goals and understandings;

NOW THEREFORE, the Parties agree as follows:

1. **Generally.** ICU and SOI agree to work together toward the development and implementation of strategies and programs that grow the sport of Cheer among Special Olympics athletes and Unified Sports partners, and to promote awareness and acceptance of Special Olympics athletes among ICU members.
2. **Term.** The term of this MOU (the "Term") shall begin on the effective date set forth below and continue until the earlier to occur of December 31, 2019 or such time as this MOU is terminated in accordance with the terms herein. Either Party may terminate this MOU immediately upon written notice to the other Party. The Parties may agree to renew this MOU annually so long as such renewal is in writing and signed by both Parties.
3. **Special Groups Committee.** ICU agrees to promptly form a Special Groups Committee within the ICU, comprised of members from the SOI and ICU, that will facilitate the common goals of the Parties, including providing technical advice, coaching, officials training, and personnel assistance for competitions.
4. **Special Olympics Cheer Resource Team.** Special Olympics will invite a representative designated by ICU to have a seat on the Cheer Resource Team during the term of this MOU.
5. **Special Olympics' Events.** ICU agrees to send educators to conduct clinics for coaches and technical officials at no less than one Special Olympics event in 2018, as mutually agreed by the Parties.

6. **World Championships.** ICU agrees to promote Special Olympics Cheer at the ICU World Cheer Championships, on terms and conditions acceptable to SOI.

7. **Membership.** ICU Member Federations will provide membership to Special Olympics athletes free of charge. SOI agrees that such membership may be limited memberships that do not include all the rights of full memberships, but at a minimum, shall permit Special Olympics athletes to compete in designated Special Olympics divisions at ICU and ICU Member Federation competitions.

8. **Policy Statement.** ICU will work in collaboration with SOI to develop an ICU policy statement regarding membership in the ICU by Special Olympics athletes and drug testing requirements for athletes competing in the Special Olympics division.

9. **ICU Website.** ICU will create a Special Olympics page on the ICU website with materials provided by and/or pre-approved by SOI. Such materials shall also be subject to ICU approval.

10. **Use of Marks.** ICU hereby grants SOI during the term of this MOU the right to use the ICU name and logo (the "*ICU Marks*") solely to promote the activities set forth herein. SOI acknowledges ICU's ownership of the ICU Marks and agrees that it will not contest such ownership. All trademark and service mark benefits arising from the use of the ICU Marks by SOI shall inure to the benefit of ICU. SOI shall assure that the nature and quality of services rendered by SOI in connection with the ICU Marks shall be of a high quality, and its use of the ICU Marks will comply with the quality standards specified by ICU from time to time.

SOI hereby grants ICU during the term of this MOU the right to use the SOI name and logo (the "*SOI Marks*") solely to promote the activities set forth herein. ICU acknowledges SOI's ownership of the SOI Marks and agrees that it will not contest such ownership. All trademark and service mark benefits arising from the use of the SOI Marks by ICU shall inure to the benefit of SOI. ICU shall assure that the nature and quality of services rendered by ICU in connection with the SOI Marks shall be of a high quality, and its use of the SOI Marks will comply with the quality standards specified by SOI from time to time.

Notwithstanding the foregoing, any uses of a Party's trademarks, logos, or other intellectual property not set forth in this Paragraph 10 shall be pre-approved in writing by such Party.

11. **Additional Activities.** From time to time during the Term, the Parties may mutually agree on additional activities and collaboration opportunities that meet the spirit and intent of this MOU.

12. **Entire Agreement.** This MOU constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

13. **Governing Law.** This MOU shall be governed and construed pursuant to the internal laws of the State of Tennessee without regard to its principles on conflicts of laws. The forum for any mediation or litigation shall be the appropriate state court in Shelby County, Tennessee.

14. **Severability.** Each provision of this MOU shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

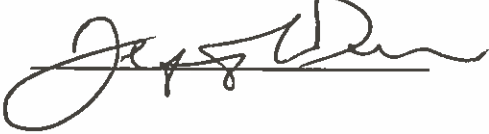
15. **Assignment.** Neither Party may assign transfer, pledge or delegate its rights or other obligations this MOU to any third party without the other Party's written consent and any attempt shall be void.

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective on February 1, 2018.

By: 

Name: Drew Boshell
Title: Senior Vice President

Date: 24 April 2018

By: 

Name: Jeff Webb
Title: President

Date: 24 April 2018