

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Special Olympics**

**AND**

**The International Ski Federation**

**On the promotion of snow sports activities for children**

## **1. Background**

**WHEREAS** the mission of the 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.

**WHEREAS** The International Ski Federation (hereinafter referred to as FIS) is the governing body for international skiing and snowboarding, founded in 1924 during the first Olympic Games in Chamonix, France. Recognised by the International Olympic Committee (IOC), FIS manages the Olympic disciplines of Alpine Skiing, Cross-Country Skiing, Ski Jumping, Nordic Combined, Freestyle Skiing and Snowboarding, including setting the international competition rules. Through its 133 member nations, more than 7'500 FIS ski and snowboard competitions are staged annually. Specific initiatives are undertaken by FIS to promote snow activities as a healthy leisure recreation, notably for the young. These activities take place under the Bring Children to the Snow Campaign which include the programmes SnowKidz and World Snow Day.

## **2. Purpose**

This memorandum of understanding (hereinafter referred to as the 'MoU') intends to set out the general principles of mutual cooperation in the area of promotion of snow sports amongst the youth. The MoU defines and formalises the relationship between the parties and sets out their roles and responsibilities within the partnership. The following principles shall govern the structure of this cooperation:

- 2.1 The Parties agree to collaborate and cooperate on issues of mutual interest as set out below, which are consistent with the respective missions, goals and policies of both organisations.
- 2.2 The Parties will aim to maximise existing resources and minimise costs related to their cooperation.
- 2.3 The Parties will promote their cooperation within their organisations and with their own respective members.

## **3. Roles and Responsibilities of Special Olympics**

- 3.1 Provide information on World Snow Day and SnowKidz to its respective members.
- 3.2 Gather and provide information from around the world to develop the best practices for engaging newcomers to snow sports.
- 3.3 Educate and inform its members about environmental topics, health benefits of practicing the snow sport and how to act safely while practicing snow activities.
- 3.4 Where appropriate, promote its cooperation with FIS using its respective communication channels.

## **4. Roles and responsibilities of FIS**

- 4.1 To create a guide for all coaches and trainers on how to work with persons with intellectual abilities
- 4.2 Where appropriate, invite a representative of Special Olympics to present at FIS Committee, meetings and/or seminars.
- 4.3 To make available all formats and languages of the 10 FIS Rules for the Conduct of Skiing and Snowboarding to Special Olympics members.

## **5. Coordination and Communication**

- 5.1 Coordination – Special Olympics and FIS will each appoint an individual contact person at administrative secretariat level to handle and manage the day-to-day tasks deriving from this MoU and the coordination with their respective members. This may include logistics, delivery of digital files, assistance with questions and/or provision of services donated by each organisation. The Parties shall organise regular working meetings, with a minimum of one (1) in person meeting per year, to discuss updates and consider matters of mutual interest in areas of development and implementation of cooperation initiatives.
- 5.2 Communications - The parties commit to, so far as is reasonably possible, communicating relevant information regarding progress with Special Olympics member's involvement in World Snow Day and SnowKidz. FIS and Special Olympics members are not restricted to directly contacting one another.
- 5.3 Name and logo - To the extent required to fulfill this MoU, the parties shall obtain written approval from the other party, to use each other's name and logo. Both parties reserve the right to refuse to attach its name, logos and marks to any project held by the other party during this term.

## **6. Term and Termination of this MoU**

This MoU shall become effective *as of the last date signed below* and shall run for a period of 3 years unless terminated by either party in writing by observing a notice period of three (3) months at the end of each calendar year.

## **7. Governing Law and Dispute Resolution**

This MoU shall be exclusively governed by Swiss laws. The mutual cooperation between the parties is based upon mutual confidence and trust and they will make all efforts to resolve any dispute, which may arise between them, amicably and in good faith. If such attempt however fails, such controversy shall then be exclusively and finally dealt with by means of arbitration under the Swiss Rules of International Arbitration. Arbitration Proceedings shall be held in Bern/Switzerland and shall be in English. Only one arbitrator shall be jointly appointed by the Parties. If no such agreement on the person of the arbitrator can be reached within four (4) weeks after the respective Party has notified the other to commence arbitration proceedings, the one arbitrator shall then be appointed by the President of the Bern Chamber of Commerce.

## **8. Final Provisions**

Any changes and/or modifications to this MoU must be in writing in order to be valid. If individual provisions of this MoU should be or become invalid, null or void, this shall not affect the remaining provisions of this MoU. The parties shall then replace any invalid, null or void provision with a provision that best reflects the economic objective of the MoU and the intention of the Parties.

The Parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with Art. 4a of the Swiss Federal Law on Unfair Competition and Art. 102 of the Swiss Criminal Code.

This Agreement is issued in triplicate. Each party shall receive an original copy.

District of Columbia, 18<sup>th</sup> JAN. 2020    Oberhofen, 21. DECEMBER 2020

On behalf of Special Olympics:



**Name:** Mary Davis

**Position:** CEO Special Olympics

**Special  
Olympics**



On behalf of FIS:



**Name:** Gian Franco Kasper

**Position:** FIS President

