**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTRY NAME MINISTRY OF EDUCATION**

**AND**

**SPECIAL OLYMPICS PROGRAM**

**DURATION: XX YEARS**

**YEAR OF SIGNING: \_\_\_\_\_\_\_\_**

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made this…………………day of………………..of the year XXXX

**BETWEEN**

The **MINISTRY OF EDUCATION** of the COUNTRY NAME(hereinafter referred to as **THE GOVERNMENT**) of the one part.

**AND**

**SPECIAL OLYMPICS PROGRAM** (hereinafter referred to as **‘’THE PARTNER’’**) of the other part.

**WHEREAS THE GOVERNMENT** represented by **THE MINISTRY OF EDUCATION** is the lead agency in the field of education with the mission of formulating and implementing policies that ensure the right to quality inclusive education and lifelong learning to all citizens so as to equip them with requisite skills to achieve their full human potential and equal participation in society;

**AND**

**WHEREAS THE PARTNER** is a registered national Non-Governmental Organisation with Registration Number [ ] with the mission of providing year-round sports training and athletic competition for children and adults with intellectual disabilities, as well as inclusive sports and leadership programming, as a platform for promoting inclusion and human rights;

**AND**

**WHEREAS THE PARTNER** wishes to cooperate with **THE** **GOVERNMENT** in carrying out its mission for the development and inclusion of all citizens, in particular youth with and without intellectual disabilities through its Unified Champion Schools programming, which creates inclusive school environments through inclusive sport, youth leadership, and awareness activities.

**AND**

**WHEREAS THE GOVERNMENT** and **THE PARTNER** mutually recognize that people with intellectual disabilities possess inherent human dignity and talents, and must be empowered as contributing members of society and that their abilities are often limited by the discrimination against disability that is present, unintentionally or intentionally, implicitly or explicitly, in every community around the world;

**AND**

**WHEREAS THE GOVERNMENT** acknowledges that cooperation is needed between public, private and civil society institutions dedicated to serving vulnerable people are to adequately confront this discrimination and social exclusion;

**AND**

**WHEREAS THE GOVERNMENT** recognizes the need to fully implement the United Nations Convention on the Rights of People with Disabilities (CRPD) and the education-specific targets of the United Nations Sustainable Development Goals regarding the importance of ensuring inclusive and quality education for all and the promotion of lifelong learning, **THE** **GOVERNMENT** and **THE PARTNER** have hereby resolved to cooperate in the objectives and activities mentioned above.

**IT IS HEREBY AGREED**

**1. AUTHORISED REPRESENTATIVES**

* 1. The Minister, Ministry of Education shall be the representative of **THE GOVERNMENT** in matters affecting this Memorandum.
  2. The Chairperson of Special Olympics PROGRAM shall represent **THE PARTNER.**

**2. PURPOSE**

2.1 **THE** **GOVERNMENT** and **THE** **PARTNER** hereby create a partnership for ensuring sustainable inclusive educational opportunities, support and programming for individuals with intellectual disabilities.

2.2 The above shall be implemented within the terms and conditions hereafter set forth.

**3. OBLIGATIONS OF THE PARTNER**

**THE** **PARTNER** shall, for the duration of this MOU, be responsible for the following inter alia:

* 1. Operate a country office in COUNTRY for coordinating the various activities for the implementation of its strategic plan and programming;

* 1. Promote the growth of inclusive sports opportunities, titled Special Olympics Unified Sports® , that bring together individuals with and without intellectual disabilities to train and play together in inclusive schools or through partnerships between general and special education schools identified by **THE GOVERNMENT**;
  2. Facilitate the expansion of youth leadership and community engagement for all youth in support of great inclusion, tolerance and acceptance of individuals with intellectual disabilities in schools identified by **THE GOVERNMENT**;
  3. Offer the inclusive early childhood development opportunities, specifically the Special Olympics Young Athletes program, at appropriate pre-primary schools identified by **THE GOVERNMENT** to benefit children with and without intellectual disabilities ages 2-7;
  4. Effectively recruit and register individuals with intellectual disabilities and provide inclusive sports training and competition opportunities for them in a variety of sports in **THE GOVERNMENT'S** schools throughout the country;
  5. Share information, data and materials with **THE GOVERNMENT** on any new research, in-country findings, developments and programming that accelerates the inclusion and development of individuals with intellectual disabilities;
  6. Provide training and capacity building workshops to teachers stationed in **THE GOVERNMENT'S** schools which will result in appropriately trained volunteer coaches and facilitators who understand how to use sport and youth leadership to facilitate socially inclusive school environments;
  7. Proactively participate in disability / inclusive policy development, coordination and programme meetings convened at all levels by **THE GOVERNMENT** to inform future frameworks and legislation that contribute to the national development of inclusive education**;**
  8. Inform **THE GOVERNMENT** of any change of leadership, location and or objectives.

**4. OBLIGATIONS OF THE GOVERNMENT**

During the period in which this MOU is in force, **THE GOVERNMENT** undertakes to do as follows:

* 1. Designate a focal point within **THE GOVERNMENT** to serve as a contact for **THE PARTNER** on all matters related to the partnership.
  2. Invite **THE PARTNER** to participate in disability policy development and coordination meetings and committees where it is deemed relevant within government to inform future frameworks and legislation that contribute to the national development of inclusive education**;**
  3. Create a national Education Task Force, which includes **THE PARTNER**, designed to provide technical and practical expertise to increase access to primary and secondary education for individuals with disabilities, including individuals with intellectual disabilities;
  4. Furnish **THE PARTNER** with necessary data, documentation, information and publications relevant to the work plan of **THE** **PARTNER.** This includes updating **THE** **PARTNER** on government policy matters, upcoming programmes and new developments in the area of education and research affecting individuals with intellectual disabilities;
  5. Provide monitoring and technical support to **THE PARTNER** and include **THE PARTNER'S** data on individuals with ID within the national disability database as a contribution towards **THE GOVERNMENT'S** commitment on the United Nations Sustainable Development Goals (SDGs) and compliance with the Convention on the Rights of People with Disabilities (CRPD).
  6. Collaborate closely with **THE PARTNER** to conduct training to increase the capacity of educators to foster inclusive learning environments and serve as sports coaches of individuals with intellectual disabilities as well as inclusive Unified Sports teams as part of the ongoing work of **THE GOVERNMENT**;
  7. Support **THE PARTNER'S** efforts to reach and provide programming to all individuals with intellectual disabilities in schools of **THE GOVERNMENT** as well as inclusive sports opportunities that include mainstream learners;
  8. Endorse the inclusion of Young Athletes early childhood development programming by **THE PARTNER** for individuals with and without intellectual disabilities under the age of 8 years based at schools and institutions under the jurisdiction of **THE GOVERNMENT**;
  9. Where applicable, allow school level infrastructure and resources owned by **THE GOVERNMENT** such as sports fields and school transport to be accessible for programs organized by **THE PARTNER** and involving individuals with and without intellectual disabilities.
  10. **THE GOVERNMENT** may not require or request **THE PARTNER** to act in any way that may constitute a violation of the Special Olympics International General Rules.

**5. COMMENCEMENT AND DURATION**

* 1. This MOU will come into effect from the date of signature and shall remain in force for an initial period of XX years or until termination in accordance with article eight of this MOU, provided **THE PARTNER’s** Special Olympics accreditation remains valid and in effect. The MOU may be renewed at the end of the XX years after a review by both parties.

**6. TARGET METRICS**

6.1 Both parties commit to the goal of reaching the following metrics during the initial partnership period.

|  |  |
| --- | --- |
| SCHOOLS | XX |
| LEARNERS WITH AND WITHOUT ID | XX |
| EDUCATORS TRAINED | XX |

**7. AMENDMENTS**

7.1 This agreement may be amended by mutual agreement of the two parties at any time upon a written notice of not less than three months.

**8. TERMINATION**

* 1. This agreement may be terminated by either party citing a valid justification for termination after giving the other party a written notice of three months of intention to terminate the agreement. The notification shall be addressed to the parties herein before specified.
  2. In the event of **THE PARTNER** withdrawing services in the areas of operation due to war, hostilities or any other public emergency threatening the security of its personnel or the continuance of programmes and activities, **THE PARTNER** shall work hand in hand with **THE GOVERNMENT** to agree on a plan that will ensure that all projects or activities financed by **THE** **PARTNER** are concluded in an orderly manner.
  3. It is agreed and understood that both parties here, shall endeavour to discharge all their outstanding obligations at the time of termination as provided for in article 8.1 and to ensure that all uncompleted activities or those in the execution process will be completed in a proper manner without undue hardship or detriment to the beneficiaries.

**9. DISPUTE RESOLUTION**

9.1 In the event of any dispute as to the interpretation or meaning of this MOU or any part thereof or of any other matter affecting this MOU, the parties shall use their best efforts to settle them amicably or through arbitration. Failure to have disputes settled shall lead to cancellation of the MOU.

**10.** **LAWS APPLICABLE**

10.1 This MOU, its meaning and interpretation shall be in accordance with the laws of the COUNTRY.

**IN WITNESS WHEREOF** the undersigned duly authorized representatives of the parties hereto have caused this Memorandum of Understanding to be executed the day and year first above written.

**For For**

**Ministry of Education Special Olympics Program**

**Signature**: .................................. **Signature**:..............................

**Name:**  **Name:**

**Title**: **Minister of Education Title: Chairperson**

**Date:**………………………………… **Date:** .....................................

**Stamp Stamp**

**WITNESSED BY WITNESSED BY**

**Signature**:…………………………... **Signature**:…………………..

**Name:**  **Name**:

**Title**: **Title:**

**Date:** …………………………………. **Date**:…………………………