**Partnership Agreement Nº /2019-**

Agreement between the SPECIAL OLYMPICS BRAZIL FOUNDATION (SPECIAL OLYMPICS BRAZIL) and the MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT, with the purpose of educating, disseminating and training teachers and students of municipal schools, sports and partner institutions in the philosophy and mission of the SPECIAL OLYMPICS BRAZIL.

THE SPECIAL OLYMPICS BRAZIL FOUNDATION, headquartered at ADDRESS, hereinafter referred to as SPECIAL OLYMPICS BRAZIL, represented by its President, Mr. GEORGE MILLARD and the MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT, located ADDRESS, hereinafter referred to as SME, represented by Municipal Secretary of Education of NAME, are the two legal parties of this agreement.

**WHEREAS:**

1. SPECIAL OLYMPICS BRAZIL is a non-profit foundation that promotes activities aimed at enabling sports practice for people with intellectual disabilities in order to socially integrate them, foster their well-being, as well as offer support to their family;
2. SME wishes to use the philosophy and mission of Special Olympics International (SOI), as agreed upon in this agreement
3. The parties hereby acknowledge and agree on the provided terms.

The parties resolve to sign this agreement under the following terms, which they mutually accept:

CLAUSE ONE - APPLICABLE LAW

1.1 - This agreement shall be governed under the Law No. 8.666 / 1993.

SECOND CLAUSE – ADDITIONAL TERMS

2.1 - The draft of this agreement shall be submitted, for consideration and approval, to the legal sector of the MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT, and may be adapted in its formal legal terms, upon the signing of additional terms, so that those will not cease to be the recommendations and guidelines received from that body.

CLAUSE THREE - THE DELEGATION OF COMPETENCE

3.1 - According to the rules approved by Administrative Rule no. 180 / MB / 2001, the Secretary is competent to sign this agreement on behalf of the Municipality.

3.2 - According to the bylaws of the SPECIAL OLYMPICS BRAZIL, the President has the authority to sign this agreement on behalf of the SPECIAL OLYMPICS BRAZIL.

CLAUSE FOUR - PURPOSE

4.1 - The purpose of this Agreement is to combine the efforts of the parties to educate, disseminate, and train teachers and students of municipal schools as well as sports and partner institutions in the philosophy and mission of the SPECIAL OLYMPICS BRAZIL for the practice of sports during Physical Education / Sports classes, in which teachers will teach unified sports, following SOI guidelines, as well as give students the opportunity to organize and participate in sports events, competitions, courses and seminars related to the practice of sports activities with athletes with intellectual disabilities and other disabilities, culminating in the participation of tournaments and games, organized and coordinated by the Secretariat, in partnership with SPECIAL OLYMPICS BRAZIL.

4.2 - The TRAINING will be scheduled according to an agenda determined by the parties involved, and may eventually be subject to rescheduling.

FIFTH CLAUSE – COMMITMENTS AND RESPONSIBILITIES

In order to achieve the objectives set forth in Clause Four, both parties are required to commit to the following:

5.1 - All communications related to this agreement shall be deemed to have been regularly performed if delivered the re to presentatives of both instiutions by protocol or sent by mail or e-mail;

5.2 - Meetings between the representatives, as well as any occurrences that may have implications in this agreement, shall be recorded in minutes or detailed reports;

5.3 - Specific responsibilities:

5.3.1 - MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT

a) To make available to the SPECIAL OLYMPICS BRAZIL physical facilities such as schools, gyms or areas for sports practice to achieve the object described in Clause Four, for the dates and times that will be mutually agreed upon between the parties, according to item 4.2 of this agreement,.

b) To provide transport and food to students, athletes and teachers, specifically linked to this agreement, when formally requested, on the occasion of games and tournamients held in DISTRICT;

c) To provide, as necessary, through the municipality’s own personnel, the provision of Human Resources in the technical, sports and health areas to support the personnel involved in this agreement;

d) Involve, whenever necessary, FUNDEC Health, Sports and Leisure Secretariats for the development of training and practical actions of the Healthy Athletes, Unified Schools and Young Athletes programs, in addition to chosen sports of interest of the municipality.

5.3.2 - SPECIAL OLYMPICS BRAZIL

It is of great interest for the SPECIAL OLYMPICS BRAZIL that the partnership be formalized because the global goal of the movement is to give people with intellectual disabilities the opportunity to participate in all possible forms of inclusive actions, spreading its hilosophy and showing society the benefits that people with intellectual disability, their families and the surrounding community have through these practices. The emphasis is that they can show their potential despite their disability. In addition the movement provides opportunities for people without disabilities, or with disabilities other than intellectual disabilities, to participate in Unified Sports, a methodology that promotes and fosters social inclusion.

For this, the SPECIAL OLYMPICS BRAZIL intends:

1. To train the teachers of Physical Education / Special Education / volunteers of the municipal network to promote and foster the practice of sports activities and sports competitions for people with intellectual disabilities, according to guidelines developed and applied worldwide by Special Olympics International (SOI), in order to assist in creating social inclusion of those institutions funded by the municipality, as well as offering support to families, focusing on the communities close to schools or care centers;
2. Implement unified sporta in schools and service centers; provide the organization of events and competitions within the unified sports modalities that arechosen;
3. c) Send theoretical material of the training and manuals of the sports modalities.

SIXTH CLAUSE - ON SOCIAL COMMUNICATION

6.1 - The press office of the MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT shall establish, in conjunction with the press and / or social media advisers of the SPECIAL OLYMPICS BRAZIL, the supervision and orientation of the first institutional actions of dissemination of images arising out of this agreement.

CLAUSE SEVENTH - ON FINANCIAL RESOURCES AND EXPENDITURE

7.1 This Agreement shall be executed upon approval of the costs determined and described in an attached document.

7.2 - THE SPECIAL OLYMPICS BRASIL will exclusively capture, manage and manage the financial resources derived from advertising contracts, sponsorship and / or donations from companies, aiming to support the activities arising from this agreement

7.3 - The participation, as sponsors, of companies wishing to sell brands of alcoholic products, smokers or non-regular services under the terms of current legislation, regardless of precautionary judicial measures, is prohibited.

7.3.1 - The MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT and the SPECIAL OLYMPICS BRAZIL shall be consulted in advance for the approval of the sponsoring companies.

7.4 - SPECIAL OLYMPICS BRASIL will be responsible for the appropriate use of the facilities offered during the events. THE MUNICIPAL SECRETARY OF EDUCATION will keep all authorizations and licenses necessary for the proper functioning of its facilities up to date.

7.5 - Events of both parties may occur, with own resources or coming from sponsorships. In all cases, the rules of the SPECIAL OLYMPICS BRAZIL must be followed strictly.

CLAUSE EIGHT - VALIDITY

8.1 - This agreement shall enter into force on the date of its signature, and shall remain in force for two (2) years counted from its signature, and shall be extended for equal and successive periods automatically, or amended in its clauses by means of the signature of additives, that the parties do not manifest themselves to the contrary with thirty (30) days before the end of each period.

CLAUSE NINE - TERMINATION

9.1 - This agreement may be terminated, by means of a specific term, by any of the parties, safeguarding the responsibilities of the obligations arising from the period in which it was in force, as well as the benefits acquired in this period, by written communication with an advance of minimum of thirty (30) days.

9.1.1 - In case the MUNICIPAL SECRETARY OF EDUCATION DISTRICT decides to terminate the agreement after parties have officially and formally scheduled the performance of sports events and/or seminars of the SPECIAL OLYMPICS BRAZIL, as defined in clause Four, the MUNICIPAL SECRETARY OF EDUCATION OF DISTRICT shall respect those dates, thus fulfilling the commitments already scheduled, and the SPECIAL OLYMPICS BRASIL will only be prevented from scheduling new events at a date subsequent to the communication of the early termination.

9.2 - The breach of this agreement is reflected in a breach of any of its clauses or of the norms established in current legislation, the supervenience of a legal norm that makes it material or formally unenforceable, and, as an example, when irregularities of a serious nature are found supervision or audit

9.3 - The accusation must be communicated in writing and with prior notification, with thirty (30) days in advance, only having effect from this date.

9.4 - The termination of the agreement shall observe the principles of the broad and prior defense and the adversary.

CLAUSE ELEVEN - ON THE FORUM

10.1 - The divergences arising from this Agreement shall be settled, at the formal request of either party, through consensus in meetings between the representatives of the parties. Subsequently, if divergence persists, pursuant to Article 109, item I of the Constitution of the Federative Republic of Brazil, it shall be settled by the Federal Court of the Judiciary Section of DISTRICT

CLAUSE ELEVENTH – COPIES OF THE AGREEMENT

11.1 The following copies of this Agreement will be signed:

a) One for the DUQUE DE CAXIAS MUNICIPALITY;

b) One for the SPECIAL OLYMPICS BRAZIL;

c) One, in extract, for publication in OJ.

**CLAUSE TWELVE - CHAPTER OF THE ACTIVITIES**

And in so agreeing, the participants declare that they accept all the provisions established in this Agreement, which, when read and found to be correct, are signed by the representatives and witnesses to follow, at any time present.

On xxxxx of 2019.

George Millard

President of Special Olympics Brasil

FIRST NAME LAST NAME

Secretary of Education, District of DISTRICT