MEMORANDUM OF UNDERSTANDING

BETWEEN

SPECIAL OLYMPICS (*Program*)

AND

(*Name NGO*)

This Memorandum of Understanding (MOU), is entered into between

SPECIAL OLYMPICS (*Program)*, a non-governmental organization with its national office at (*full physical address*),

And

(*Name of NGO, registration details and full physical address*)

Each a “Party” and collectively the “Parties”

# Description of collaborating Parties

Special Olympics (*Program*) was founded in (*date*) and represents over (*number of athletes*) across the country. 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. Special Olympics promotes understanding, acceptance and inclusion between people with and without disabilities, and seeks to create model communities that celebrate people’s diverse gifts.

(*Mission/brief description of the NGO/ organization*)

#  Background

(*Give a brief background on the work that Special Olympics and the other organization do in relation to the purpose of the partnership. Indicate the backing universal policy for the collaboration e.g. a Government policy or a Global policy like the Convention on the Rights of Persons with Disabilities (CRPD), or a contribution towards Sustainable Development Goals (SDGs), if such intention exists. Demonstrate how this partnership supports a pillar/pillars of the SO Strategic plan. Indicate the common functions that explain the need and benefit for this collaborative effort.*)

# Goals and activities

The Parties commit to a partnership in order to (*state the goal(s) of the partnership and the geographic location*). To fulfill this purpose, the Parties will engage in the following collaborative activities:

3.1(*State/describe the intended activities in line with the Parties’ strategic objectives*.)

3.2

3.3

3.4

#  Responsibility of the Parties

4.1 Consultation and coordination

Each Party will appoint a focal person who will serve as the key liaison for the partnership and whose role will be:

To maintain effective communication between the Parties.

To coordinate overall partnership implementation, evaluation and reporting.

To consider proposed amendments to this agreement including the renewal thereof.

For Special Olympics (*Program*), the focal person will be:

(*State name and contact details*)

For (*NGO*) the focal person will be:

(*State name and contact details*)

4.2 Costs and Expenses

4.2.1 Each Party shall bear its own costs and expenses incurred as a result of this MOU or any project initiated as a result of this MOU, unless otherwise specifically agreed by the Parties and detailed in a separate agreement.

The Parties will participate in joint fundraising activities when agreed.

4.3 Publicity

4.3.1 Unless otherwise agreed by the Parties in writing. No public statement will be issued by either Party with respect to this MOU or the projects initiated as a result of this MOU without prior approval by the other Party.

4.3.2 The Parties maintain sole authority over their respective names and logos/marks. Neither Party is authorized under this MOU to make use of the other Party’s name or emblem, except when separately approved by the Parties in writing.

#  Term and termination

5.1 The Term shall commence on the date of signature to this MOU and continue for a period of (*number in words*) years, with an option to renew, upon agreement of both Parties in writing, unless terminated as set out in clause 5.2 below.

5.2 This MOU may be terminated by either Party by giving a written notice 1 month prior to the intended termination date.

5.3 In the event (i) a Party commits a material violation of this MOU which has not been remedied within 30 working days after written notice has been given by the aggrieved Party; or (ii) a Party becomes or can reasonably be expected to become insolvent; or (iii) the name or emblem of either of the Parties is brought or is reasonably likely to be brought into disrepute as a result of its association under this cooperation, the aggrieved Party shall be entitled to terminate this MOU immediately.

#  Modification

6.1 No addition or modification of this MOU shall be effective or binding on either Party unless agreed to in writing and executed by the respective duly authorized representatives of each Party.

6.2 Where either Party requests or proposes in writing such an addition or modification, the other Party shall respond without undue delay, but not later than thirty (30) days after the request or proposal has been received.

# Disputes

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

# Other provisions

 8.1 This MOU is not to be used as a legal contract or a joint venture between the Parties.

 8.2 Each Party will remain responsible for its actions and that of its staff members as well as the agents they employ.

 8.3 Any need for deviation from this agreement should be presented to the other Party in writing and agreed upon before implementing.

 In witness whereof the Parties have caused this Memorandum of Understanding to be executed by their authorized representative as of the dates beneath their signatures.

|  |  |  |
| --- | --- | --- |
| For Special Olympics |  | For (NGO) |
| Signature |  | Signature |
| Print Name |  | Print Name |
| Tittle |  | Tittle |
| Date |  | Date |