



MEMORANDUM OF UNDERSTANDING

FIBA FOUNDATION
AND
SPECIAL OLYMPICS

Between the undersigned:

a/ **“Special Olympics, Inc.”**, (hereafter referred to as “SOI” or “Special Olympics”) a not-for-profit organization incorporated under the laws of the District of Columbia, United States of America, having its principal place of business at 2600 Virginia Ave NW, 11th Floor, Washington, DC 20037 and represented by Dr. Timothy Shriver, President and Lou Lauria, Chief of Sport and Competition .

and

b/ FIBA Foundation (hereafter referred to as “FF”), a foundation constituted in Lausanne under and governed by articles eighty et seq. of the Swiss Civil Code, having its registered office at FIBA, Route Suisse 5, 1295 Mies, Switzerland and represented by its President Horacio Muratore and its Secretary Andreas Zagklis

Hereinafter collectively referred to as the “Parties” and individually as “Party”.

It has been agreed as follows:

I. Purpose

FF and SOI have joined their forces because both Parties share the desire to promote basketball as a tool for social development, especially using basketball practice for inclusion.

The purpose of the herein binding Memorandum of Understanding between the undersigned Parties is to provide the basis of their future collaboration by setting forth the roles and responsibilities of each Party.

II. Description of the Parties

A. FIBA Foundation

FF is the humanitarian, social, and educational arm of the Fédération Internationale de Basketball (FIBA) and addresses the role of sports and particularly basketball in society. It preserves and promotes basketball's values, and its cultural heritage.

FF's main mission is promoting, organizing, managing, supporting, and developing all sporting, cultural, educational and social activities for the benefit of basketball in cooperation with FIBA, supporting Basketball For Good projects globally.

The FF's activities are Basketball For Good projects around the world for which it cooperates with partners such as NGOs, other Foundations and governments. The FF is also active in fundraising to support Basketball For Good projects. The FF manages the 'House of Basketball', FIBA's worldwide headquarters, preserves and promotes the cultural heritage of basketball, houses the Hall of Fame in the building and provides education to its administrators and experts.

B. Special Olympics

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. Basketball is one of the core sports that Special Olympic promotes within their activities.

III. Objectives

- Collaborate in projects of common interest, especially with a focus on inclusion;
- Cooperate to improve living conditions for entire populations through basketball;
- Facilitate dialogue and communication between communities, using basketball and its values as a vector; and
- Encourage education, training and responsibility amongst vulnerable youth, through the practice of basketball.

IV. Cooperation methods

In order to achieve their respective objectives, the Parties agree on the following points:

A. FIBA Foundation contributions

- Announce the partnership with SOI on its website,
- Promote the key Special Olympics activities through its communication channels;
- Give the right to SOI to use FIBA Foundation logo for communication purposes related to the activities contemplated by this MOU and subject to the prior review and written approval of FIBA Foundation;
- In the framework of a joint project, use the SOI logo and regularly send photos and videos of the activities and events.

- Invite Special Olympics representatives to FIBA Foundation' events (regional Mini Basketball Conventions and the FIBA Open);
- If approved by FIBA Foundation Board, provide SOI successful applicants of Propose a Project with equipment support
- Provide access to Basketball For Good Playbook to SOI programs and coaches
- Connect SOI programs with respective National Basketball Federations

B. Special Olympics contributions

- Announce the partnership with FIBA Foundation on its website and social networks;
- Promote the key activities of FIBA Foundation, Basketball for Good through its communication channels;
- Give the right to FIBA and FIBA Foundation to use the Special Olympics logo for communication purposes related to the activities contemplated by this MOU and subject to the prior review and written approval of SOI;
- Provide to FIBA Foundation the necessary communication elements enabling the promotion of the SOI messages: logo, explanatory text, photos; and
- Connect FIBA Foundation with SOI's local partners for projects all around the world.
- Provide Special Olympics representatives - athletes, coaches, youth leaders to FIBA Foundation events (Mini Basketball, the FIBA Open);
- Ensure development of 3x3 Basketball for players with and without intellectual disability in 50 Special Olympics Accredited Programs by 2025,
- Provide access to Special Olympics coach education materials and Healthy Athletes resources
- Activate Youth Unified Leaders to contribute to FIBA Foundation initiatives
- Connect FIBA Foundation with SOI's global basketball ambassadors

In case FF and SOI agree to launch a joint project, the two organisations will jointly establish a specific document for each separate project, as an Annex to this MOU and within the general framework of this MOU.

This document would precisely define the project's objectives, the activities to be carried out, the resources that will be provided by both Parties, as well as the methods of implementing, monitoring and evaluating each project.

V. Duration

This MOU shall become effective upon signature by the authorized officials from FF and SOI, and will remain in effect until 2026. Thereafter, this MOU shall automatically renew for additional one-year terms, under the same terms and conditions, as specified hereunder, unless terminated according to clause VI.

VI. Termination

Either Party may terminate this MOU (and the respective Annexes, if any) with immediate effect in the event of one or both Parties discontinuing their activities, judicial liquidation or any situation having the same effect.

Either Party shall have the right to terminate the MOU (and the respective Annexes, if any) with a three-month advance written notice to the other Party.

The right to terminate this MOU (and the respective Annexes, if any) for just cause is reserved.

VII. Confidentiality

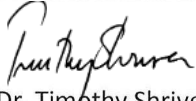
Each Party undertakes to ensure the confidentiality of the information and documents relating to the other Party to which it may have access during the negotiations leading to the signing of this MOU, during the signing itself and during the execution of the MOU.

VIII. Jurisdiction

This MOU (and the respective Annexes, if any), and any disputes arising therefrom, shall be governed by and construed in accordance with the substantive laws of Switzerland, without resort to its conflict of law provisions and subject to other mandatory provisions that may apply.

All disputes arising out of or in connection with this Agreement that the Parties cannot resolve and settle amicably within thirty (30) days, including any dispute over the application, validity, construction or interpretation of this Agreement shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland.

The herein Memorandum of Understanding is signed in two originals copies by:



Dr. Timothy Shriver
President
Special Olympics, Inc.



Ingo Weiss
Member of the FIBA Foundation Board



Lou Lauria
Chief of Sport and Competition
Special Olympics, Inc



Andreas Zagklis
Secretary
FIBA Foundation

Date: 9 September 2023

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