

**MEMORANDUM OF UNDERSTANDING BETWEEN SPECIAL OLYMPICS INTERNATIONAL AND THE  
INTERNATIONAL FEDERATION OF ADAPTED PHYSICAL ACTIVITY**

**PREAMBLE**

This Memorandum of Understanding (**MOU**) represents an enhanced commitment to the strategic partnership between the International Federation of Adapted Physical Activity, with offices at Mount Royal University, Calgary, AB, Canada, T3E 6K6 (**IFAPA**) and Special Olympics, Inc., a District of Columbia nonprofit corporation with offices located at 1133 19<sup>th</sup> St., NW, Washington, DC 20036 (**SOI or Special Olympics**), hereinafter collectively referred to as “**the Parties**” and individually as “**a Party**”. It has been developed in recognition of the respective mandates, responsibilities, strategic objectives and mission statements of the two organizations, and will focus on the enhanced participation of individuals with intellectual disabilities in year-round fitness activities as well as promoting the training and empowerment of self-advocates and family members.

*Whereas* SOI’s mission is to provide year-round sport 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 friendships with their families, other Olympics athletes, and the community;

*Whereas*, IFAPA is an international scientific organization of higher education scholars, practitioners and students dedicated to promoting adapted physical activity. The fundamental purposes of IFAPA are: to encourage international cooperation in the field of physical activity to the benefit of individuals of all abilities, to promote, stimulate and support research in the field of adapted physical activity throughout the world, and to make scientific knowledge of and practical experiences in adapted physical activity available to all interested persons, organizations and institutions;

*Whereas*, IFAPA and SOI, as acknowledged leaders within their respective fields, recognize that an agreement of cooperation would be mutual beneficial and would serve to establish enduring ties between the organizations;

Therefore, IFAPA represented by Dr. David Legg (President), and SOI represented by Dr. Alicia Bazzano, agree to the following:

**ARTICLE 1. PURPOSE OF THIS MOU**

IFAPA and SOI have a shared commitment to promote collaborative strategies and activities that lead to scientific research, application of results, resource development, and professional development related to inclusive physical activity, sport, and fitness throughout the world.

The purpose of this MOU is to clearly describe the roles and responsibilities of each organization as they relate to the goals below.

**Goals:**

1. Promote, support, and advance sports and fitness programming for people with intellectual disabilities throughout the world.
2. Stimulate and coordinate the application of scientific research findings to improve quality of sport and fitness programming and positively impact the wellbeing of people with intellectual disabilities.
3. Encourage and support cooperation among SOI and IFAPA members, regions, and partner organizations to document and promote research and practice that benefit individuals with intellectual disabilities.

**ARTICLE 2. RESPONSIBILITIES**

To meet the goals of this MOU, the Parties are committed to the responsibilities below during the term of this agreement.

SOI undertakes to:

- Share SOI data on health, fitness and sport participation with IFAPA members through IFAPA channels for analysis, interpretation, and dissemination;
- Disseminate relevant findings from IFAPA members' research through website, social media, and SOI Program channels;
- Collaborate with IFAPA members to translate their research results to programmatic implementation;
- Attend and present on SOI health, fitness and sport programming at IFAPA Symposia;
- Foster communication and collaboration between SOI regions and IFAPA regions in order to further support the overarching goals outlined in this MOU;
- Encourage SOI regions to invite IFAPA regional representatives to Special Olympics conferences such as leadership conferences, Program staff conferences, inclusive health summits, and webinars;
- Explore opportunities for collaboration and shared funding to develop and evaluate innovative health, fitness, and sport programming for people with intellectual disabilities;
- Invite IFAPA to attend, participate in, and/or co-lead sessions at SOI events and conferences when relevant and mutually agreed upon; and
- Involve IFAPA member(s) in the SOI fitness and lifestyle advisory committee.

IFAPA undertakes to:

- Communicate SOI research and evaluation opportunities and relevant findings to IFAPA regions and members through newsletters, website, social media, symposiums, and/or other avenues;

- Foster communication and collaboration between IFAPA regions, members, partner organizations and SOI, regional teams, and local Special Olympics Programs in order to:
  - i. Promote the implementation of evidence-based practices in sport and fitness;
  - ii. Support the evaluation of SOI programming and dissemination of results; and
  - iii. Derive research questions driven by mutual interests and partner on scientific studies;
- Invite SOI representatives to attend and present on SOI health, fitness, and sport programming at IFAPA Symposia;
- Encourage IFAPA regions to involve SO regional teams in their symposia;
- Attend, participate in, and/or co-lead sessions at SOI events and conferences when relevant and mutually agreed upon; and
- Explore opportunities for collaboration and shared funding to develop and evaluate innovative health, fitness and sport programming for people with intellectual disabilities.

### **ARTICLE 3. SPECIFIC PROJECTS AND SCOPE OF WORK**

Through this MOU the parties may explore opportunities to further increase collaboration in matters that are of a mutual interest to both organizations. Both organizations recognize that the purpose, details and mechanics of this collaboration may be further developed and refined over time as the organizations work together on matters of mutual interest. Specific projects will be mutually agreed as an annex to this MOU on a case-by- case basis. Each individual annex which contain its own work plan for the specific project, which shall include (but not be limited to): a set of objectives, activities, project coordinators, rights and obligations of the parties, financial resources, a budget and methods of evaluation/audit.

### **ARTICLE 4. EXCHANGE OF INFORMATION**

Both organizations recognize the benefit that may be derived by exchanging information on matters of mutual interest. Accordingly, where both organizations deem it possible and appropriate, the organizations may provide the other organization with updates and information on matters that may serve the mutual interests of both organizations.

### **ARTICLE 5. ADVOCACY EFFORTS**

The organizations may explore opportunities to collaborate on advocacy efforts. In so doing, both organizations may work together at the national level, where both organizations deem it possible and appropriate, to advocate for issues and health-related legislation on myriad issues that may serve the mutual interests of both organizations.

### **ARTICLE 6. LIAISON RELATIONSHIP**

Each organization should designate a staff member to act as the main liaison between each organization and this staff member should assist with communications between the organizations. Both organizations recognize that this liaison relationship can be modified to fit the needs of this MOU.

**ARTICLE 7. INDEPENDENT ENTITIES**

Both organizations understand that they are and shall remain distinct corporate entities and neither has the authority to bind or act for the other.

**ARTICLE 8. INTELLECTUAL PROPERTY**

SOI is and shall remain the sole owner of materials developed by SOI. SOI hereby grants to IFAPA a limited, nonexclusive, royalty-free, revocable license to use the name and logo of Special Olympics solely for the purpose of IFAPA fulfilling its obligations under this Agreement. By granting this license IFAPA has no ownership of SOI marks. IFAPA shall submit each use of SOI marks to SOI for its advance review and approval/disapproval.

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**ARTICLE 9. CONFIDENTIALITY**

The Parties shall protect the confidentiality of information received in implementing this MOU and in carrying out any of the programs under it. The use of confidential information is confined to the activities that are essential for providing services governed or anticipated by this MOU.

**ARTICLE 10. NON-BINDING OBLIGATIONS**

This MOU is a non-binding statement of the parties' mutual understanding of their proposed collaboration framework. The MOU is not intended to create any legally enforceable rights or obligations with respect to either Party.

**ARTICLE 11. NO PARTNERSHIP**

Nothing in this MOU shall be construed as creating a joint venture or legal partnership between the Parties. Neither Party shall have the authority to bind the other Party, nor shall the employees, volunteers and agents of one Party be considered employees, volunteers or agents of the other Party. This MOU is not intended

to imply a financial arrangement between the Parties, merely a spirit of goodwill and collaboration centered on improving the quality of health care provided to people with intellectual disabilities. Should funding opportunities arise that may be mutually beneficial to the Parties, the Parties agree to negotiate the terms of those agreements apart from the terms of this MOU.

**ARTICLE 10. ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

This MOU shall be in effect from the Effective Date and shall automatically terminate two years from the Effective Date unless the organizations mutually agree to extend the MOU in writing or a Party decides to terminate for convenience by providing 30 days written notice to the other Party at the addresses listed above. This MOU may be modified or amended by written agreement and such modification will be deemed integrated into this MOU. It is recognized that this MOU is a non-binding agreement that can be terminated by email notice at any time for any reason or no reason by either party. All notices to SOI shall include a copy to SOI Chief Legal Officer, Angela Ciccolo, [aciccolo@specialolympics.org](mailto:aciccolo@specialolympics.org).

This document contains the entire agreement among the parties and supersedes any other oral or written agreements between the parties. No amendments or modifications are valid unless in writing and signed by the parties. In the event that any document, conflicts with this MOU, the terms and conditions of this MOU shall prevail.

**ARTICLE 11: REPRESENTATIONS**

Each Party represents and warrants that (a) it has full legal capacity to enter into this MOU and explore the opportunities to enter into an alliance without violation of or conflict with any other agreement or instrument to which it is a Party or may be bound; (b) it will at all times comply with all applicable laws, rules and regulations; and (c) the exploration and any execution of the items contained herein (except the accurate reproduction of information or materials supplied by either Party) will not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

**ARTICLE 12: INDEMNIFICATION**

USADSS agrees at all times to indemnify, defend and hold SONA harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising, out of the actions of IFAPA, its representatives and/or employees in connection with its performance of this MOU or the breach of any obligation, warranty or representation contained in this MOU. Conversely, SOI agrees at all times to indemnify IFAPA against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the actions of SOI, its representatives and/or employees in connection with its performance of this MOU or the breach of any obligation, warranty or representation contained in this MOU.

**ARTICLE 13: GOVERNING LAW**

This MOU shall be governed by the laws of the District of Columbia.

DocuSigned by:  
*David Legg, PhD*  
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Signed on behalf of IFAPA

IFAPA Representative

1/20/2022      1/20/2022

Date and Place

DocuSigned by:  
*Alicia Bazzano*  
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Signed on behalf of SOI

Dr. Alicia Bazzano, Chief Health Officer

1/19/2022      1/19/22

Date and Place