



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EUROPEAN FOOTBALL DEVELOPMENT NETWORK
AND
SPECIAL OLYMPICS EUROPE EURASIA

THIS MEMORANDUM OF UNDERSTANDING (this “MoU”) is entered into by THE EUROPEAN FOOTBALL DEVELOPMENT NETWORK (“EFDN”), located at Takkebijsters 9A 11, 4817 BL Breda, The Netherlands and SPECIAL OLYMPICS, EUROPE EURASIA (“SOEE”), and located at 3rd Floor, Shelbourne House, Shelbourne Road, Ballsbridge, Dublin 4.

WHEREAS, EFDN consists of professional football clubs who are committed to their communities and social responsibilities and have the passion to cooperate and engage on a European level. The network aims to promote the power of football as a tool for social development and support the efforts of the network members in their initiatives to use football to reach out to various target groups in their communities. The network creates a collaborative environment for knowledge sharing in order to develop a diversity of training methods that will directly benefit communities throughout Europe.

WHEREAS, Special Olympics is a global movement dedicated to year-round sports training, competition, and related services for persons with intellectual disabilities, engaging over 5 million athletes in over 170 countries. Special Olympics promotes understanding, acceptance and inclusion between people with and without intellectual disabilities, and seeks to create a model community that celebrates people’s diverse gifts. The movement of Special Olympics collaborates with a wide range of partners, including those from the corporate sector, non-governmental sector, the United Nations system, youth groups, and philanthropy;

WHEREAS, EFDN and SOEE, reflecting their shared commitment to empowering athletes and developing opportunities for collaboration around the development of football in the Europe Eurasia region wish to formalize their commitment to create a regional agreement;

NOW THEREFORE, EFDN and SOEE are entering into this MoU to set out their shared commitment to a strengthened relationship around Eastern Europe and Central Asia.

I.
Goals and Objectives

The parties agree to work to accomplish the following goals and objectives:

- A. SOEE agrees to support EFDN's objectives of growing their member base of clubs through any relationships SOEE has with professional teams outside of the current EFDN network. EFDN and the respective clubs will finalise the relationship between them and SOEE will be under no obligation to be involved in finalising the relationship nor will SOEE be responsible should no relationship develop between EFDN and professional teams.
- B. EFDN agrees to assist SOEE in developing partnerships with clubs in its network by making introductions to teams outside the current SOEE network. Should SOEE develop its own relationship with clubs in the EFDN network, SOEE will be responsible for managing and developing the relationship, and EFDN will have no obligation in this relationship nor be responsible should the relationship not develop.
- C. EFDN/SOEE shall focus on promoting opportunities for girls/women with intellectual disabilities in football through identifying funding or media opportunities for clubs in the EFDN network.
- D. EFDN and SOEE have a long-term objective to promote disability football amongst the EFDN network by building upon team and club relationships developed through the partnership, and to develop a tournament/league featuring the teams.

II.
Operational Commitments

In order to operationalize their partnership, the Parties will do the following:

A. European Football Week

- (1) EFDN agrees to support SOEE's European Football Week (EFW) through promoting EFW through their various social media channels. SOEE agrees to provide all necessary resources to EFDN to support this activity.
- (2) EFDN agrees to engage its network of clubs in the EFDN network to support EFW. The clubs will each decide how best to engage in EFW in various areas including providing social media support, Value in Kind (VIK), financial support, coaching clinics. SOEE will provide guidance/toolkit to the clubs.

B. More than Football Week

SOEE will promote EFDN's More than Football Week through its social media platforms. EFDN will provide all necessary resources to SOEE to support this activity.

C. Funding Initiatives

- (1) EFDN agrees to lead an application to Erasmus+ for submission in 2019, which will focus on supporting a 3-day coach exchange programme between EFDN members and Special Olympics and EFDN disability partners. EFDN will lead this application with SOEE as a partner organisation.
- (2) SOEE will study the feasibility of applying for a grant from Erasmus+ in partnership with EFDN for a project (tbc) that will involve clubs from the EFDN network. The aim of this project would be to support the professional clubs in helping to develop Unified/non Unified teams. SOEE will lead this application and the clubs would be the partner organisations.

SOEE/EFDN further agree to work collaboratively on sourcing other funding opportunities that align to both organisations' strategies.

III. Publicity

- A. Neither Party will use the name nor is emblem of the other or any abbreviation thereof, in connection with its business or otherwise without the other express prior written approval. The Parties acknowledge that they are familiar with each other's ideals and objectives and recognize that the other's name and emblem may not be associated with any partisan, political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of each of the Parties.
- B. Neither Party will issue press releases, advertisements, or other publicity-related public statements about the partnership without prior approval of the other Party. Each Party will give recognition (mention in agreed-upon press releases, on internet sites, in speeches and in other appropriate ways) to the other Party within projects implemented pursuant to this Memorandum of Understanding and in conjunction with this Memorandum of Understanding.

VI. Other Provisions

- A. The Parties intend this partnership to continue for a period of three years, commencing on 14 December 2018 and continuing until 31 December 2021. Party may either withdraw from the partnership, or thereby terminate this Memorandum of Understanding, at any time by informing the other Party of its withdrawal in writing.
- B. Special Olympics is and shall remain the sole owner of materials developed by Special Olympics Europe Eurasia. SOI hereby grants to EFDN a limited, nonexclusive, royalty-free, revocable license to use the name and logo of Special Olympics Europe Eurasia solely for the purpose of EFDN fulfilling its obligations under this Agreement. By granting this license, EFDN has no ownership of Special Olympics marks. EFDN shall submit each use of Special Olympics marks to Special Olympics Europe Eurasia for its advance review and approval/disapproval. EFDN is and shall remain the sole owner of materials developed by EFDN. EFDN hereby grants to Special Olympics Europe Eurasia a limited, nonexclusive, royalty-free, revocable license to use the name and logo of EFDN solely for the purpose of SOI fulfilling its obligations under this Agreement. By granting, this license Special Olympics has no ownership of EFDN's marks. SOEE shall submit each use of EFDN's

marks to EFDN for its advance review and approval/disapproval.

- C. **Relationship of Parties:** 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 centred on improving the quality of football and sports competition 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 memorandum.
- D. **Confidentiality:** The terms and conditions of this Agreement are confidential between SOEE and EFDN and shall not be disclosed to any other party. Any disclosure in violation of this point shall be deemed a breach of this Agreement. 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.
- E. **Entire Agreement:**
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.

This MOU defines the relationship between Special **Olympics Europe Eurasia (SOEE)** and the **European Football Development Network (EFDN)**.

Acknowledgement and Agreement

We confirm that we are in full agreement with the terms of this Agreement by signing and returning a copy of this Memorandum.

On behalf of EFDN



Hubert Rovers
CEO EFDN Foundation

Date: 14.12.2018

On behalf of SOEE



Mirosław Krogulec
Sports Director, SOEE

Date: 14.12.2018