



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS INTERREGIONAL CRIME AND JUSTICE RESEARCH INSTITUTE
(UNICRI)
AND
THE SPORT INTEGRITY GLOBAL ALLIANCE (SIGA)**

This Memorandum of Understanding (“MOU” or “Memorandum”) is hereby entered into by the United Nations, an international intergovernmental organization, established by its Member States pursuant to the Charter of the United Nations signed in San Francisco on 26 June 1945 and having its Headquarters in New York, New York 10017, U.S.A. (the “United Nations” or the “UN”), represented by the United Nations Interregional Crime and Justice Research Institute (“UNICRI”), and the Sport Integrity Global Alliance (SIGA), set up and operating as a private association under Swiss civil law, with headquarters at Rue de la Croix d’Or 17A, 1204 Geneva, in Switzerland. The United Nations and the SIGA are (hereinafter jointly referred to as the “Parties” and individually as a “Party”).

WHEREAS, UNICRI has the mandate to assist intergovernmental, governmental and non-governmental organizations in formulating and implementing improved policies in the field of crime prevention and criminal justice;

WHEREAS, UNICRI is mandated by the ECOSOC resolution 2006/28 to assist the Member States in designing security policies and planning in preparation of major events, also through the development of strategic partnerships with the private sector and the civil society;

WHEREAS, the mission of SIGA is to provide global leadership, promote good governance and safeguard the integrity and sustainability of sport through a set of universal standards on good governance, financial integrity, sports betting integrity, youth development and child protection, assessed by an independent rating and verification system;

WHEREAS, UNICRI and SIGA share common objectives with regard to the integrity of sport as well as with regard to the use of sport as an instrument to promote social inclusion, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations; and

WHEREAS, the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of crime prevention.

NOW, THEREFORE, THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1

Interpretation

1. Any Annex to this MOU will be considered an integral part of this MOU. References to this MOU will be construed as including any Annexes, as amended in accordance with the terms of this MOU.
2. The Parties recognize that their cooperation under this MOU is not intended to interfere with each Party's right to carry out its own mandated activities.
3. This MOU does not in and of itself create any commitment of resources, financial or otherwise, on the part of either of the Parties.
4. Implementation of any subsequent projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, if any, will necessitate the prior execution of separate written agreements between the Parties. Such agreements shall address, *inter alia*, financial arrangements, liability, and insurance, and shall also include a provision incorporating by reference this MOU.
5. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

Article 2

Duration

This MOU will be effective upon the last date of signature of the authorized representatives of each Party ("**Effective Date**") and shall expire after five (5) years, unless terminated earlier or extended in accordance with this MOU. It may be renewed by mutual agreement by the Parties in writing, no later than 90 days prior to the date of its expiration.

Article 3

Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to crime prevention in and through sport, including the promotion of sport integrity.
2. The objectives of this MOU will be achieved through:
 - a. The organization of regular meetings between UNICRI and SIGA representatives;
 - b. The participation in joint expert meetings or international fora promoted and organized by either of the Parties or other relevant organizations, upon the identification of the necessary financial resources;
 - c. The execution of a separate legal instrument between the Parties and development of joint project proposals to define and implement any subsequent projects, programmes, and related activities pursuant to Article 1.4.

Article 4

Areas of Cooperation

1. The Parties have agreed that the following areas of cooperation may be considered for the implementation of this MOU:
 - a) The promotion of sports' positive values and social, educational and cultural role;

- b) Best practices and policies to enhance good governance, integrity and transparency in sport;
- c) The role of law enforcement and the criminal justice system in preventing and countering corruption and promoting the integrity of sport;
- d) The role of the private sector and the civil society, including sponsors and sport federations in countering corruption and promoting the integrity of sport;
- e) The access to sport for youngest generation and the promotion of youth development and child protection in the sphere of sport;
- f) Research, training and education initiatives on the above areas.

2. These areas of action are part of the UNICRI mandate and programme. They are also priorities for SIGA.

3. The areas of cooperation set out in paragraph 2 hereof may be jointly reviewed every 12 months pursuant to Article 5 of this MOU, to allow the Parties to respond to newly emerging issues or needs relevant to this MOU.

4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

5. In implementing projects on the aforementioned priority areas, the Parties will execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1, Paragraph 4.

Article 5

Organization of the Cooperation

1. The Parties will hold regular bilateral meetings (also via conference call) on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings will take place at least once every 6 months to discuss technical and operational issues related to furthering the objectives of this MOU.

2. Within the context defined above, further bilateral meetings will be encouraged and set up on an *ad hoc* basis as deemed necessary by the Parties to address priority matters of common interest for the implementation of activities in specific areas, countries and regions, subject to the availability of funds.

3. In implementing, subject to the availability of funds, activities, projects and programmes in the agreed priority areas, the Parties will execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1, Paragraph 4 above.

4. Where SIGA is organizing a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, SIGA may, as appropriate, either invite UNICRI to participate in the meeting or update UNICRI on relevant policy matters discussed at the meeting.

Article 6.

Non-Exclusivity

Nothing in this MOU shall create any partnership or joint venture between the Parties. The Parties hereby recognize that the collaboration under this MOU is non-exclusive.

Article 7

Status of SIGA and its Personnel

The Parties acknowledge and agree that SIGA is an entity separate and distinct from the United Nations, including UNICRI. The employees, personnel, representatives, agents, contractors or affiliates of SIGA, including the personnel engaged by SIGA for carrying out any of the project activities pursuant to this MOU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNICRI, nor will any employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNICRI, be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of SIGA.

Article 8

Fundraising

1. To the extent permitted by each Party's respective regulations, rules and policies, and subject to paragraph 2 below, that Party may engage in fundraising from the public and private sectors to support the programmes, projects, and activities to be developed or carried out pursuant to this MOU.

2. Neither Party will engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 9

Intellectual Property Rights

1. Nothing in the MOU will be construed as granting or implying rights to, or interest in, intellectual property of the Parties. Except to the extent addressed by a subsequent legal instrument concluded by the Parties in accordance with Article 1, Paragraph 4 above, each Party shall retain all rights, title, and interest in and to any materials (including, without limitation, memoranda, research, and outlines) developed by or on behalf of such Party, or otherwise acquired by such Party, either prior to the Effective date or in furtherance of the objectives of this MOU during its Term, and any modifications thereto.

2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MOU, the Parties will agree on the ownership of such intellectual property and use in the relevant legal instrument concluded as per Article 1, Paragraph 4 above.

Article 10

Use of Name and Emblem

1. Neither Party will use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the prior express written approval of the other Party in each case. In no event will authorization to use the UN name, including UNICRI, or emblem be granted for commercial purposes.

2. SIGA acknowledges that it is familiar with the independent, international and impartial status of the UN, including UNICRI, and recognizes that the United Nations', including UNICRI's, name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN, including UNICRI.

3. The Parties agree to recognize and acknowledge the collaboration under this MOU, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 11

Confidentiality

1. Information and data that are considered proprietary by either Party or that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of the performance of this MOU, and that is designated as confidential ("Confidential Information"), shall be held in confidence by the Recipient.

2. The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar Confidential Information that it does not wish to disclose, publish or disseminate.

3. The Recipient shall use the Discloser's Confidential Information solely for the purpose for which it was disclosed.

Article 12

Dispute Settlement

In the event of a dispute, controversy or claim arising out of or relating to this MOU, the Parties will use their best efforts to promptly settle such dispute through direct negotiation.

Article 13

United Nations Privileges and Immunities

Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 14

Notification and Amendments

1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

2. The Parties may amend this MOU by written agreement between the Parties.

Article 15

Termination

1. Either Party may terminate this MOU by giving three [3] months' prior written notice to the other Party.

2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU will cease to be effective.

3. Any termination of the MOU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to Article 1, Paragraph 4 of this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For the United Nations

For SIGA

Name: Bettina Tucci Bartsiotas

Title: Director

Date: 17 March 2020

Name: Emanuel Macedo de Medeiros

Title: CEO

Date: 17 March 2020