

Memorandum of Understanding

between

The World Health Organization (WHO)

and

Fédération Internationale de Football Association (FIFA)

Introduction

WHEREAS, the World Health Organization (hereinafter referred to as “**WHO**”), having its headquarters in Geneva, Switzerland, is an international intergovernmental Organization and Specialized Agency of the United Nations and the directing and coordinating authority on international health, and provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS, Fédération Internationale de Football Association (hereinafter referred to as “**FIFA**”), having its registered office in Zurich, Switzerland, is an association in accordance with art. 60 et seq. of the Swiss Civil Code, and is the world football’s governing body, with the mission to fulfilling its key objectives to promote the game of football, protect its integrity and bring the game to all;

WHEREAS, WHO and FIFA (each hereinafter referred to as a “**Party**” and together as the “**Parties**”) have recognized the need to collaborate on health education, advocacy and the promotion and protection of health;

RECOGNIZING that health is a state of complete physical, mental and social well-being, and not merely the absence of disease, and that the enjoyment of the highest attainable standard of health is one of the fundamental rights of every human being without distinction of race, religion, political belief, economic or social condition;

RECOGNIZING the pivotal role of health in the achievement of the Sustainable Development Goals (SDGs), including with respect to SDG 3 to ensure healthy lives and promote wellbeing for all at all ages, and WHO’s strategic objective, in furtherance of the achievement of SDG 3, to achieve by 2023 1 billion more people benefitting from universal health coverage, 1 billion more people better protected from health emergencies, and 1 billion more people enjoying better health and well-being;

RECOGNIZING, as provided in paragraph 37 of United Nations General Assembly Resolution A/RES/70/1 (adopting the SDGs), the growing contribution of sport to the realization of development and peace in its promotion of tolerance and respect and the contributions it makes to the empowerment of women and of young people, individuals and communities as well as to health, education and social inclusion objectives; and

RECOGNIZING that sport, in particular football, is intended for all citizens, regardless of gender, race, colour of skin, age, disability, religion, ethnic, national or social background, birth, gender, sexual orientation, disability, language, wealth and any other status, political persuasions or on any other grounds and that diversity must be promoted in and through sport and any kind of discrimination must be rejected;

Now, therefore, the Parties decide as follows:

Article 1

Objectives and Areas of Collaboration

1. The objective of this Memorandum of Understanding is to provide a framework of collaboration and understanding, and to facilitate such collaboration between the Parties to further their shared goals and objectives in health education, advocacy and promotion.

2. The Parties intend to collaborate in the following overarching themes pursuant to this Memorandum of Understanding:

- a. leveraging the Parties' respective strengths to ensure the reach of health messages and activity-related programmes, focusing on football, and behaviour-change campaigns that have a positive impact on health and wellbeing globally;
- b. strengthening and promoting efforts by each Party in protecting and promoting people's health and wellbeing everywhere to make the healthy choice the easy choice through health systems and healthy settings; and
- c. undertaking joint initiatives that leverage technical expertise to enhance health and safety at events as well as stimulate football environments to promote the health and well-being of visitors, fans, players, employees, and communities, globally, nationally and locally.

3. Detailed areas for collaboration by the Parties pursuant to the above-mentioned themes, presented under the four topic pillars, are set forth in Annex I hereto. The Parties may agree on further areas of collaboration pursuant to this Memorandum of Understanding by mutual written agreement, including, as appropriate, by modification of Annex I.

4. The scope of collaboration by the Parties as described above and further detailed in Annex I is not exhaustive and should not be taken to exclude or replace other forms of collaboration between the Parties on other issues of common interest.

5. The Parties expressly declare that they do not intend to create any company, simple partnership, joint venture, other company relationship or employment relationship by way of this Memorandum of Understanding. Furthermore, this Memorandum of Understanding does not establish any relationship between a Party and any third parties that the other Party has entered or will enter into relationships with, including, without limitation, the other Party's corporate sponsors.

6. The Parties enter into this Memorandum of Understanding subject to each Party's organizational mandate, including, with respect to WHO, its independence in its normative role in public health advice.

Article 2 Organization of the Collaboration

1. The Parties intend to hold joint meetings regarding this Memorandum of Understanding on a regular basis, including by teleconference, videoconference, and face-to-face meetings, and develop a draft joint work programme for approval by each Party, to evaluate progress, to discuss any issues or challenges experienced and to make recommendations between the Parties, as appropriate.

2. An annual meeting with appropriate representation of the Parties will take place to regularly take stock of the collaboration and joint activities, and to define and reorient priority areas of collaboration, as needed.

Article 3 Implementation, Resource Contributions, and Fundraising

1. In implementing activities, projects and programmes in the agreed priority areas, the Parties aim to execute subsequent agreement(s) appropriate for the implementation of such initiatives. The Parties will negotiate in good faith the terms of such subsequent agreement(s).

2. Implementation of any of the activities outlined in this Memorandum of Understanding will be subject to the availability of sufficient financial and human resources of the Parties, and each Party's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices. This Memorandum of Understanding does not give rise to any legally binding commitment of resources, financial or otherwise, for either Party.

3. Subject to the provisions of Article 3, paragraph 2 above, each Party will be responsible for the financing of its roles and activities envisioned under this Memorandum of Understanding, and no transfer of funds between the Parties is envisioned in connection with this Memorandum of Understanding.

4. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

Article 4 Intellectual Property Rights

1. This Memorandum of Understanding does not imply any transfer of intellectual property rights. In particular, each Party shall retain any and all intellectual property rights in all materials owned by it.

2. This Memorandum of Understanding does not grant to a Party the right to use materials or intellectual property belonging to or created by the other Party.

3. In the event of joint implementation of activities pursuant to this Memorandum of Understanding, which results in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties prior to any use or dissemination of such intellectual property.

Article 5 Communications and Disclosure

1. Each Party may acknowledge the existence of this Memorandum of Understanding to the public, provide general information with respect to the collaborative activities contemplated herein, and publish this Memorandum of Understanding on its website. Such disclosure(s) will be made in accordance with the disclosing Party's respective disclosure policies and consistent with the text of this Memorandum of Understanding.

2. The Parties will confirm and agree with each other regarding all publicity and public statements relating to this Memorandum of Understanding prior to the release of such publicity and public statements, and intend to establish a joint communications plan for that purpose. The Parties will not state or imply that activities outside the scope of this Memorandum of Understanding are part of this collaboration, or endorsed or approved by the other Party.

3. The Parties will not allow any third party, including, without limitation, any corporate sponsor or donor to a Party, to refer to the collaboration between WHO and FIFA under this Memorandum of Understanding including in a manner that implies involvement with, endorsement by, or support to, that collaboration.

4. Any public statement, publicity, or disclosure is subject to the prior written agreement of both Parties.

Article 6 Official Emblems and Logos

1. Except as pre-agreed by the Parties in writing, whether during or after the term of this Memorandum of Understanding, neither Party will, and will not authorise any third party to, adopt, use or reproduce in any media whatsoever (including as any Internet domain name), or apply for trademark, copyright, design and industrial design registration in respect of, any of the following properties of the other Party (“**Marks**”):

(i) any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred as identifying with, or relating to a Party or its affiliates (and, in the case of FIFA, FIFA events/competition or any of FIFA’s affiliates);

(ii) other marks, design elements or legal names that are owned, controlled or used by a Party or any of its affiliates (including, in the case of FIFA, the official name(s), emblem(s) or trophies of any FIFA competition); or

(iii) any symbol, emblem, logo, mark, design element or designation which, in the other Party’s reasonable opinion, is similar to, or is a derivation or colourable imitation of any of the above.

2. In the event that, in accordance with the foregoing, approval is provided by a Party, such usage, reproduction, etc shall be subject to compliance with that Party’s further instructions (rules, regulations and guidelines) in relation to each and every case of usage, reproduction, etc of the Marks, respectively. In no event will approval for usage, reproduction, etc of the Marks be granted for commercial purposes.

Article 7 Responsibility

Each Party will be solely responsible for the manner in which it carries out its part of the activities under this Memorandum of Understanding. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party’s personnel or contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

Article 8 Notification and Amendment

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

2. This Memorandum of Understanding may be amended only by mutual written agreement of the Parties.

Article 9
Duration and Termination

1. This Memorandum of Understanding will begin on signature by the authorized official of each Party. If the signing occurs on different dates, this Memorandum of Understanding will begin on the last dated signature.
2. The Memorandum of Understanding will continue for a period of four years from the date of signature as described in Article 9, paragraph 1 above and may be extended at that time by written agreement of the Parties for additional periods of two years.
3. Either Party may terminate this Memorandum of Understanding by giving no less than three months' written notice to the other Party. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this Memorandum of Understanding as of the time of such notice.

Article 10
Communications

All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses:

For WHO:

The World Health Organization
Director
Health and Multilateral Partnerships
20 Avenue Appia
1211 Geneva 27
Switzerland

For FIFA:

The Fédération Internationale de Football
Association
Public Affairs Department
FIFA-Strasse 20
P.O. Box 8044 Zurich
Switzerland

A Party may update its contact information as listed above by written notice to the other Party.

Article 11
Dispute Resolution, Privileges and Immunities

1. This Memorandum of Understanding is an expression of common understanding, and is not an international convention or agreement, is not subject to international law, is not intended to give rise to any rights or obligations under international or domestic law, and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either FIFA or WHO. Any dispute relating to the interpretation or application of this Memorandum of Understanding will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the Parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall be Geneva, Switzerland, and the language of the proceedings shall be English. The Parties will accept the arbitral award as final.

2. Nothing contained herein will be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

Signed in duplicate on the date provided below:

For the World Health Organization:

**For the Fédération Internationale de
Football Association:**

Dr Tedros Adhanom Ghebreyesus
Director-General
Date: 4 October 2019

Gianni Infantino
President
Date: 4 October 2019

Annex I: Areas of Collaboration

As described in Article 1, the focus areas for collaboration by the Parties pursuant to this Memorandum of Understanding are, as of the time of signature, those provided in this Annex I. For the avoidance of doubt, the areas for collaboration listed in this Annex I do not create legally binding commitments on either Party, and are subject to each Party's respective internal policies, rules, regulations and requirements.

Pillar 1: Advocacy for health promotion

Collaborate to deliver health messaging to people worldwide via FIFA's various engagement platforms, including:

- implementing educational health campaigns related to football, the promotion of physical activity and reduction of sedentary behaviour, and education of the public about the risks and harms of smoking and/or tobacco use and second-hand smoke;
- conducting public education awareness campaigns on how football can improve health, including by engaging with FIFA Legends, national teams and associations, and WHO Goodwill Ambassadors, to deliver selected prioritised health messages to fans (e.g. at events and through mass media and social media); and
- developing and delivering communication products promoting health through football in an educative way in FIFA tournaments, endeavouring to reach when feasible the global audience of FIFA tournaments (including such men's, women's and youth football tournaments as the case may be).

Pillar 2: Policy alignment

- Ensuring tobacco-free environments, including at FIFA events, as per the provisions of The Tobacco Free Policy for FIFA Events.
- Encouraging national football federations to adopt tobacco-free policies, including with respect to stadia.
- WHO providing FIFA with non-binding technical advice regarding risks and implementation of health policies, for example relating to tobacco, alcohol, promotion of physical activity, healthy diets, food safety, mass gatherings, and health-security related risks, hazards, and public health emergencies, international travel and trade, and emergence and re-emergence of international disease threats and other health risks, in accordance with the International Health Regulations (2005).
- FIFA and WHO engaging in dialogue on health-related matters.

Pillar 3: Strengthening the health legacy of FIFA events

- Developing and mainstreaming the planning, implementation and evaluation of a FIFA health legacy into FIFA tournaments, including by endeavouring to obtain the collaboration of representatives of the host country.
- Jointly develop a tool to evaluate how FIFA tournaments promote the health and well-being of those visiting, contributing to or affected by the tournament.
- Encouraging the building of national capacity in the host countries of FIFA events, including through the provision of training on preparing the health policy and health emergency elements of mass gatherings, e.g. disease outbreak, food/water safety, safety and health security at FIFA events, including at stadia.

Pillar 4: Collaboration on educational health promotion programmes and specific initiatives to promote participation in physical activity and to reduce inequalities of opportunities

- Collaborating on initiatives to support the implementation of recommendations of the WHO Global Action Plan on Physical Activity (GAPPA), including leveraging opportunities with national associations and networks of footballers, coaches, volunteers and WHO Goodwill Ambassadors to increase participation in physical activity through football; and
- Supporting professional football players in their promotion of health-related messages, including through social media.

====