

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD HEALTH ORGANIZATION

AND

WORLD FEDERATION OF THE SPORTING GOODS INDUSTRY (WFSGI)

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, the World Federation of the Sporting Goods Industry (hereinafter referred to as “**WFSGI**”) is an association in accordance with art. 60 et seq. of the Swiss Civil Code, having its headquarters in Ittigen/Bern, Switzerland, and is a global, not-for-profit, business association for the Sporting Goods Industry, with objectives that include to foster and encourage the participation of citizens of all countries in healthy sporting activities and to help create a better world through sport;

WHEREAS, WHO and WFSGI (each hereinafter referred to as a “**Party**” and together as the “**Parties**”) have recognized the need to collaborate on health via the promotion of physical activity and sport;

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, WHO’s strategic priorities of work set out in the billion targets outlined in its thirteenth general programme of work 2019-2023, in furtherance of the achievement of SDG 3, to achieve by 2023, one billion more people benefitting from universal health coverage, one billion more people better protected from health emergencies, and one billion more people enjoying better health and well-being and the WHO Global Action Plan on Physical Activity 2018-2030, with a target of a 15% relative reduction in the global prevalence of physical inactivity in adults and adolescents by 2030;

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 endorsement of the WHO global Action Plan on physical activity by WHO Member States through WHA71.6¹

RECOGNIZING that physical activity and sport is intended for all citizens, regardless of gender, race, colour of skin, age, disability, religion, ethnic, national or social background, birth, 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 physical activity and 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 to improve global health through increased physical activity and sport and in the spirit of achieving the SDGs and the targets of the WHO Global Action Plan on Physical Activity 2018-2030.

2. Specifically, the Parties intend to cooperate in good faith, and within their respective mandates, on the following objectives ('Objectives'):

a. **Objective 1: Amplify communication of WHO's public health messages and guidance on physical activity and community sport to support WHO's efforts towards strengthening the implementation of the WHO Global Action Plan on Physical Activity 2018-2030 and the global COVID-19 response and recovery.**

In furtherance of this Objective, the Parties intend to collaborate to further promote and disseminate, through agreed communication channels, WHO public health messages and guidance on specifically in promoting physical activity, community sport and access to sport.

b. **Objective 2: Share with WHO, research evidence, technical knowledge, data, best practice and lessons learnt on promoting increased access to physical activity and sport, including sport equipment, that have been developed and identified by private sector entities (including business associations) that work in the field of sporting goods and that may inform WHO's efforts to build capacity and strengthen workforce across the physical activity and sport ecosystem.**

In furtherance of this Objective, the Parties intend to collaborate to share knowledge and best practice developed and identified by private sector entities that work in the field of sporting goods in order to inform WHO's work towards building capacity in the ecosystem and to support WHO's efforts towards strengthening access to physical activity and sport and the role of

¹ https://apps.who.int/gb/ebwha/pdf_files/WHA71/A71_R6-en.pdf

physical education to promote physical activity and reduce sedentary behaviour in school-aged children.

c. Objective 3: Share evidence, technical knowledge, data, best practice and lessons learnt that may inform WHO's efforts towards developing innovation in technical resources and tools to enable WHO policy implementation to increase physical activity.

In furtherance of this Objective, the Parties intend to collaborate to inform WHO's resource development efforts and actions related to digital and other innovation, as and when appropriate.

d. Objective 4: Raising awareness on and increased understanding of WHO's policy on healthier lifestyles through physical activity and sport to promote alignment of policy positions by private sector entities (including business associations) that work in the field of sporting goods.

In furtherance of this Objective, WHO intends to raise awareness and increased understanding on its policy on healthier lifestyles through physical activity and sport and other relevant policies, to inform WFSGI efforts to align relevant policy documents with WHO policies and guidelines on physical activity and sedentary behaviour.

e. Objective 5: Strengthen global promotion of WHO's public health messages and recommendations on physical activity and sport participation as tools to improve global health among relevant stakeholders.

In furtherance of this Objective, the Parties intend to collaborate to scale the implementation and impact of WHO toolkits and resources amongst relevant stakeholders, with a focus on increasing access to physical activity and sport among children and young people, including those with disabilities.

f. Objective 6: Support and strengthen WHO's work on the role of sporting events legacy towards creating greater impact on physical activity and public health.

In furtherance of this Objective, the Parties intend to collaborate to explore opportunities to support WHO's initiatives to promote physical activity in the context of sporting events as part of their public health legacy.

3. Detailed areas for collaboration by the Parties pursuant to the above-mentioned objectives are set forth in Annex I hereto. The Parties may explore and agree on further areas of collaboration pursuant to this Memorandum of Understanding by mutual written agreement, including, as appropriate, by modification of Annex I, subject to each Party's internal rules and regulations, including due diligence and risk assessment.

4. 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.

5. The Parties enter into this Memorandum of Understanding subject to each Party's organizational mandate, rules and policies, 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, evaluate progress and to explore and make recommendations between the Parties to reorient priority areas of collaboration, as and if 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), subject to each Party's internal rules and regulations, including due diligence and risk assessment.

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 WFSGI under this Memorandum of Understanding in a manner that implies involvement with, endorsement by, or support to, third party products, goods or services. Members, sponsors and donors to WFSGI shall not use this Memorandum of Understanding for own promotional/advertising purposes.
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 WFSGI, WFSGI events or any of WFSGI’s members);

(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 WFSGI, the official name(s), of any WFSGI event); 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
CH-1211 Geneva 27
Switzerland

For WFSGI:

The World Federation of the Sporting
Goods Industry
FAO the President & CEO
Haus des Sports
Talgut-Zentrum 27
3063 Ittigen/Bern
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 WFSGI 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 World Federation of the Sporting Goods Industry:

Dr Tedros Adhanom Ghebreyesus
Director-General

Robbert de Kock
President & CEO

Date:

Date:

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.

Objective 1: Amplify communication of WHO's public health messages and guidance on physical activity and community sport to support WHO's efforts towards strengthening the implementation of the WHO Global Action Plan on Physical Activity 2018-2030 and the global COVID-19 response and recovery.

This will be done via:

- Dissemination of WHO guidance, public health messaging and resolutions related to physical activity, community sport, access to sport and sport for development among selected audiences, through agreed communication channels and in line with WHO's rules and policies (e.g., via the WFSGI website, magazine, newsletters, social media channels, WFSGI conferences, and WFSGI participation in other meetings).
- Inclusion, where relevant and as appropriate, of WHO publicly available data, guidelines, and policy recommendations in selected WFSGI's reports.
- Raising awareness among WFSGI membership to adopt WHO guidance and use of publicly available data as part of their physical activity initiatives and communication to elevate WHO's messages and recommendations on physical activity amongst relevant stakeholders.
- Developing and maintaining a mapping of relevant global and regional awareness-raising events and, in particular, the International and United Nations Days related to physical activity² that will be shared by WFSGI with WHO and global stakeholders.
 - WHO to share with WFSGI in advance key public health messages developed for selected international and United Nations days, where applicable and as appropriate.
 - WFSGI will encourage its members and stakeholders to amplify WHO's public health messages on physical activity, community sport, access to sport and sport for development.
- WFSGI will compile and submit an annual report for WHO of all activities carried out by WFSGI and its members to amplify WHO's public health messages related to physical activity, community sport, access to sport and sport for development.

Objective 2: Share with WHO industry developed research evidence, technical knowledge, data, best practice and lessons learnt on promoting physical activity and sport, including sport equipment, that have been developed and identified by private sector entities (including business associations) that work in the field of sporting goods and that may inform WHO's efforts to build capacity and strengthen workforce across the physical activity and sport ecosystem.

Collect, collate and share with WHO, research evidence, technical knowledge, data, best practice and lessons learnt from private sector entities (including business associations) that work in the field of sporting goods and that may inform WHO's efforts to help build capacity in the workforce across the physical activity and sport ecosystem to strengthen the implementation of recommendations outlined in the WHO Global Action Plan on Physical Activity 2018-2030, via:

- Mobilising WFSGI members to make available their existing physical activity and community sport programmes, data, and research (or, where possible, that of their community partners or assets) via the provision at no cost of open source or white label resources for use by WHO.
- Collecting and sharing with WHO, examples of best practice of policy implementation, including lessons learnt, of physical activity initiatives being carried out by private sector entities (including business associations) that work in the field of sporting goods in relation to physical activity and sport, affordable access to sport equipment, sport for development, and physical education, particularly in youth and children³.
- Advocating among WFSGI members towards identifying and putting in place voluntary commitments to support the implementation of GAPPA.

Objective 3: Share evidence, technical knowledge, data, best practice and lessons learnt that may inform WHO's efforts towards developing innovation in technical resources and tools to enable WHO policy implementation to increase physical activity

WFSGI through its members, to provide technical input to inform WHO's development and actions related to innovative approaches to increasing physical activity, via:

- Providing technical input that may inform WHO's work, as and when appropriate, towards the development and application of new knowledge and technologies to strengthen the implementation of WHO policy on physical activity and sport for health, including in areas of assessment of physical activity, digital technologies to enable 'place-based' solution to physical activity, policy planning and implementation.
- Support WHO's advocacy efforts to stimulate innovation, manufacturing of and increased access to assistive technologies which aim to address inequalities and provide more equitable and affordable access to technologies for people living with disabilities.

Objective 4: Raising awareness on and increased understanding of WHO's policy on healthier lifestyles through physical activity and sport to promote alignment of policy positions by private sector entities (including business associations) that work in the field of sporting goods.

Collaborate to support efforts towards the alignment of relevant WFSGI position papers with WHO policies via:

- WHO will raise awareness and increased understanding on its policy on healthier lifestyles through physical activity and sport and other relevant policies and recommendations, to inform WFSGI efforts to align relevant policy documents.

³ To inform efforts towards the implementation of GAPPA policy action 3.1, Kazan Action Plan, Action 2, and SDGs 4.1, 4.2 and 4.A.

- WFSGI to promote the updated Position Paper to its members and stakeholders and encouraging its members to adopt and disseminate.

Objective 5: Strengthen global promotion of WHO’s public health messages and recommendations on physical activity and sport participation as tools to improve global health among relevant stakeholders.

Collaborate to support WHO’s towards scaling implementation and impact of WHO toolkits, and public health messages on physical activity, sport participation and access to sport amongst relevant stakeholders to address inequalities in levels of participation amongst priority populations, via:

- WFSGI to provide technical input, including research evidence, case studies, marketing best practice and toolkits that may inform WHO’s activities, as and when appropriate, in:
 - the development of implementation toolkits and resources on physical activity, sport and sport for development to enhance their impact, and particularly with a focus on increasing physical activity levels and access to sport among children, young people and people living with disabilities; and
 - the development and implementation of communication campaigns based on the WHO Guidelines on Physical Activity and Sedentary Behaviour and, in particular, to reach and impact on levels of physical activity in children and young people, including those living with disabilities.⁴

Objective 6: Support and strengthen WHO’s work on the role of sporting events legacy towards creating greater impact on physical activity and public health.

Collaborate to support WHO’s initiatives to promote physical activity in the context of sporting events as part of their public health legacy via:

- WFSGI to provide technical input that may inform the development of WHO tools and resources to strengthen the role of sporting events towards creating physical activity and public health legacy; and
- Mobilize WFSGI and its members to support community-led initiatives to promote physical activity and public health as part of the legacy of sporting events.

The provision of technical inputs by WFSGI as part of the activities contained in the six areas of collaboration as described in annex I and that would be provided in the form of evidence, technical knowledge, data, best practice and lessons learnt, are only intended to inform WHO’s work and may be used by the Secretariat as deemed appropriate, while does not guarantee any particular action from WHO.

⁴ To inform efforts towards the implementation of GAPP policy action 1.1 & Kazan Action Plan, Action 3, and SDG 5.1.