



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS CHILDREN'S FUND (UNICEF)  
AND  
THE ASIAN CRICKET COUNCIL (ACC)

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**THIS MEMORANDUM OF UNDERSTANDING** (this "MoU") is entered into between UNICEF, the United Nations Children's Fund ("UNICEF"), a subsidiary organ of the United Nations established by the General Assembly of the United Nations pursuant to resolution 57(I) of 11 December 1946, having its headquarters at UNICEF House, 3 United Nations Plaza, United New York, New York, USA, and Asian Cricket Council (the "ACC", together with UNICEF, the "Parties"), a body providing regional leadership for the sport of cricket and which consists of 11 full members and 7 associate members, with its headquarters at Kuala Lumpur, Malaysia.

**WHEREAS**, UNICEF works with governments, civil society organisations and other partners world-wide to advance children's rights to survival, protection, development and participation, and is guided by the Convention on the Rights of the Child. In programme countries, UNICEF works primarily with Governments to implement a Government-approved Country Programme of Co-operation. In thirty-seven countries in the developed world there are National Committees for UNICEF, whose mandate is to raise awareness of, and support (including financial support) for, UNICEF's work, among people and institutions within their respective countries.

**WHEREAS**, ACC is a sporting body providing leadership in the development and promotion of cricket throughout the region in a spirit of secularism, while upholding and promoting the concept of the game as a positive contributor to social cohesion and a vehicle for the promotion of human welfare.

**WHEREAS**, prominent figures from the world of cricket have provided important support to UNICEF's programmes on an ad hoc basis in South Asia and there is now a wish to develop a strengthened relationship, through the regional governing body, to promote the motivating influence of cricket in the region and to achieve the maximum possible support for UNICEF's work.

**NOW THEREFORE**, UNICEF and ACC are entering into this MoU to set out their shared commitment to a relationship at a regional level within South Asia.

**Purpose and Form of the Partnership**

1. With the understanding that cricket players can be agents of change and role models for children and families, UNICEF and the ACC commit themselves in this MOU to work together, in a non-exclusive relationship, to develop advocacy initiatives aimed at

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promoting good nutrition, improved sanitation and the recognition that educated girls are fundamental to the health of families. This means an increased awareness of the major threats to children's health in South Asia and thus the need to promote, through the power of cricket in the region: good nutrition, improved sanitation, and girls' education. This initiative would be known as "Cricket's Healthy Hat Trick". This MOU will be in operation until the end of 2012.

### **Implementation of the Partnership**

#### 2 Areas of Mutual Interest

UNICEF and the ACC will collaborate on campaigns and awareness initiatives as itemised above and will seek to promote awareness of this agreement through the media and via interviews, websites and published material. The nature of the campaign, "Cricket's Healthy Hat Trick", will be communicated to invoke sustained media interest and further enhance the good name of the cricketers within the ACC.

For the purposes of the implementation of this MoU the office responsible will be UNICEF Regional Office for South Asia based in Kathmandu, Nepal -- with the head of the South Asia Cricket Task Force, delegated to act on behalf of UNICEF's Regional Chief of Communications -- which provides programme support to UNICEF offices in 8 countries (India, Pakistan, Afghanistan, Bangladesh, Sri Lanka, Bhutan, Nepal, and the Maldives).

#### 2.2 Without limiting the foregoing,

2.2.1 Signage, Banners, and Promotional Items. ACC agrees, without prejudice to existing agreements and where practical, to feature at UNICEF expense the UNICEF emblem and campaign logos prominently on signage, banners, and promotional items produced by the ACC at key venues and matches in a way that ensures the UNICEF emblem and logo will be displayed as clearly distinct and free from association with such other partners and sponsors.

2.2.2 UNICEF Display at Matches. Upon the request of UNICEF and at UNICEF's cost, the parties shall work together to raise awareness of issues as itemised above in paragraph 1 through the medium of cricket at International matches involving national and youth sides, and at the Asia Cup. UNICEF acknowledges that any such requests will need to be made a minimum of three (3) months prior to the start of relevant competitions in order for the ACC to be able to plan the layout and programme of the events. The ACC agrees to give UNICEF at least four (4) months' notice of the dates and venues however UNICEF hereby acknowledges and agrees that the dates and venues may be subject to change at the ACC's sole discretion provided that wherever practicable, the ACC gives UNICEF reasonable notice of any such changes. The Parties agree to discuss in good faith and mutually agree the availability, size, positioning, and any other relevant details of any display areas, facilities or design for team strips.

2.2.3 Airtime and Broadcasting. The ACC agrees to provide UNICEF with relevant information that is not commercially sensitive on air time agreements so that



UNICEF is in a position to obtain advertising airtime or on-air sponsorship credits for campaign issues where this does not contravene relevant broadcasting regulations. The information and advice given will be at the ACC's sole discretion taking into account availability and commitments to advertisers and sponsors, but on the understanding that the ACC will use its reasonable endeavours to assist in the broadcasting of UNICEF messages.

- 2.2.4 Commentators. The ACC agrees to assist UNICEF in its liaisons with match commentators so that commentators are aware of 'Cricket's Healthy Hat Trick' and so that they are able to speak on it when applicable.
- 2.2.5 Public Service Announcements (PSAs). The ACC will facilitate filming of PSAs, which will be made at UNICEF expense, and encourage leading cricketing figures to take part as appropriate. Where such PSAs require footage from broadcasters, the ACC will help provide access to such footage and support UNICEF in its dealings with these broadcasters.
- 2.2.6 Cricketing Personalities. The ACC will use its good offices, where appropriate, to encourage the participation of leading cricket players and leading former players in the 'Cricket's Health Hat Trick' campaign
- 2.2.7 Support for the Promotion of Cricket. UNICEF will, where appropriate, highlight the assistance and support of the ACC, and promote the association in relevant global communications.
- 2.2.8 Cross-Selling Opportunities. The Parties agree to explore opportunities for cross-promotional and sponsorship activities on the ACC website [www.acc-cricket.com](http://www.acc-cricket.com) and the UNICEF website [www.unicef.org](http://www.unicef.org) (as well as regional and country websites in South Asia, and in other media. UNICEF undertakes in addition to make every effort through its contacts, relationships and other partnerships (National Committees, EFA, UN humanitarian agencies, and donors) to promote the efforts of the ACC to enhance the prestige of the sport.
- 2.2.9 UNICEF Country Offices and Cricket Boards Affiliated to the ACC. The Parties agree to send out a joint letter to their national contacts to encourage cooperation at a country level. UNICEF country office contacts will be primarily UNICEF Representatives and Communications Chiefs. These UNICEF national contacts will be encouraged to work with national cricket boards to assist with the aim of the ACC to promote 'Cricket's Healthy Hat Trick' and the cricket boards should be encouraged to work with UNICEF country offices on the issues of nutrition, sanitation and girls education.

### **Article III**

#### **Other Promotional Activities and Events**

##### Press and Public Relations

- 3.1. The Parties agree to work together to promote their working relationship and to maximise the press and public relations coverage of UNICEF, advocacy campaigns as itemised in paragraph 1 above, and the ACC using all avenues available to the parties. UNICEF shall vigorously seek to publicise the campaign and its merits, and in doing so shall credit the ACC as a partner.



**Article IV**  
**Reproduction of the UNICEF name, emblem, and logo**

- 4.1 Use of the UNICEF logo is to comply with standard UNICEF terms and conditions as set out in Article IX of this MOU. The ACC shall obtain UNICEF's prior written approval as required by Article IX, sub-clause 9.1. The ACC shall furthermore, where reasonably practicable by electronic or other means, provide to UNICEF, in advance, samples or proofs of materials featuring the UNICEF logo for approval of the representation of the UNICEF logo (such approval not to be unreasonably delayed). Notwithstanding the aforesaid, UNICEF acknowledges that there may be circumstances caused by time or logistic constraints that would prevent the ACC from providing advance copy of samples or proofs and that the ACC is authorised to produce such materials featuring the UNICEF logo provided that such representation complies with the terms and conditions set out in Article IX. The ACC shall not have the right use any materials bearing the UNICEF logos as provided for in this MOU after the expiration of the Term unless otherwise agreed in advance by UNICEF.
- 4.2 UNICEF is the owner of the name "Cricket's Healthy Hat Trick" and may chose to register this as a trademark or seek other registered protection of its exclusivity

**Article V**

**Duration, Termination, Modification**

- 5.1 This MOU shall take effect as of the date 01 January 2010 it is fully executed by both Parties and shall continue until the end of 2012, unless terminated earlier by either party as provided for in Article V. The Parties may extend the Term or renew this MOU on such terms and conditions as they may mutually agree in writing.
- 5.2 Either party may terminate this MOU at anytime during the Term by giving reasonable advance written notice to the other if it considers in its reasonable opinion that its association with the other party is detrimental to its name, branding or its associated companies or organisations.

**Article VI**

**Notices and Addresses**

- 6.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, or facsimile, to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

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For UNICEF:

The Regional Director

UNICEF ROSA

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Lekhnath Marg,

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Nepal

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For Asian

Cricket Council

The Chief Executive

Asian Cricket Council

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Malaysia

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## **Article VII**

### **Settlement of Disputes**

- 7.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU.
- 7.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred for final decision to the Regional Director of UNICEF and the CEO of the Asian Cricket Council, acting together by consensus.

## **Article VIII**



### **Privileges and Immunities; Other Matters**

- 8.1 Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
- 8.2 For legal purposes nothing in this MOU shall be construed as creating a joint venture or legal partnership between the Parties, nor shall any Party be deemed an agent of any other Party as a result of this MOU.
- 8.3 This MOU shall come into full force and effect upon signatures by all Parties on the respective dates set forth below.

### **Article IX**

#### **GENERAL PROVISIONS**

- 9.1 Either party may use the other party's name, logo, and emblem, but only in connection with its activities set out in the MOU. The UNICEF name, logo, and emblem may only be reproduced in ways set out in UNICEF's "Brand Tool Kit". This does not constitute an endorsement of the Asian Cricket Council business or services by UNICEF or the United Nations. The ACC name, logos, characters and other marks may only be reproduced in ways set out by the headquarters in Kuala Lumpur.
- 9.2 The ACC is responsible for all work and services which its personnel, and any contractors, perform. It affirms that its employees and any contractors, also technical experts and consultants, meet the standards of qualification and technical and professional competence necessary for the achievement of the objectives of the MOU.
- 9.3 Employees of the ACC, its contractors or anyone else working for the ACC in the execution of the MOU or otherwise, are not employees of UNICEF and are not covered by the privileges and immunities applying to UNICEF and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations or otherwise. UNICEF is not liable for any claims of death, bodily injury, disability, damage to property or any other hazards, which an employee of the ACC may suffer in connection with the execution of the project.
- 9.4 UNICEF and the ACC are each responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of the MOU. Each party is responsible for its own grossly neglectful or intentionally harmful actions.
- 9.5 Nothing in or related to this Agreement shall be deemed a waiver, either express or implied, of any of the privileges and immunities of the United Nations and UNICEF under the Convention on the Privileges and Immunities of the United Nations or otherwise.



- 9.6 Neither Party has the authority to make decisions for the other, or to enter into obligations on behalf of the other.
- 9.7 Each party warrants and represents to the other party that it shall not do anything that would bring that party, its affiliates or associates or their brand(s), Cricket's Healthy Hat Trick or the ACC into disrepute or which would amount to an abuse, infringement or violation of the other's rights (in particular in respect of any logos or other marks) and will act at all times in the best interests of the other party in performing its obligations hereunder.
- 9.8 Each party agrees that, save as required by law, any confidential information that it receives from the other party in connection with this MOU or otherwise, shall be kept confidential and used only for the purposes for which it was disclosed and the receiving party shall not disclose such confidential information to any third party without the prior written consent of the disclosing party.
- 9.9 UNICEF and the ACC shall consult together throughout the Term of this MOU to ensure its smooth and effective implementation and to share comments and observations about all aspects of the parties' cooperation under this MOU.



MR. DANIEL TOOLE  
REGIONAL DIRECTOR FOR SOUTH ASIA  
UNICEF



MR. SYED ASHRAFUL HUQ  
CHIEF EXECUTIVE  
ASIAN CRICKET COUNCIL

Date/ Location

12 March 2010  
Kathmandu, Nepal

Date/ Location

Regional Office for South Asia

