

Cooperation Agreement

**Cooperation Agreement
between
Danish Institute for Sports Studies/Play the Game
and
[PARTNER]**

ARTICLE 1 – THE PARTIES

This Agreement effective as of date _____ is between

[PARTNER], (with legal personality under private law, with registered office and jurisdiction in [PLACE], registered with company register number (VAT) XX, represented in this Agreement by its legal representative, [LEGAL PERSON], hereinafter referred to as '[PARTNER]').

and

Idrættens Analyseinstitut (Danish Institute for Sports Studies)/Play the Game, a research institution duly organised and existing under the laws of Denmark and having its registered office at Frederiksgade 78B, 2, 8000 Aarhus C, Denmark, VAT number DK27782515 and represented by Maja Pilgaard Hove, Acting director (hereinafter referred to as "Idan/Play the Game")

Hereinafter collectively referred to as the "the Parties" or individually referred to as "a Party".

[PARTNER] is the exclusive partner of Idan/Play the Game for running the NSGO project in [COUNTRY] unless both Parties agree otherwise.

The Parties agree to engage in a cooperation under the terms and conditions specified in this Agreement. Both commit to sustaining a regular dialogue and, to the best of their abilities, bringing up potential challenges to the successful realisation of the project in due time for any problems to be solved.

ARTICLE 2 – PROJECT BACKGROUND AND PURPOSE OF COOPERATION

The cooperation covered by this Agreement is an offspring of the project 'National Sports Governance Observer: Benchmarking sports governance across national boundaries' (Formal project name 'SGO2017' but hereinafter 'NSGO project'), which Idan/Play the Game is conducting in 2017 and 2018, in cooperation with academics and sports leaders in Belgium, Cyprus, Denmark, Germany, the Netherlands, Norway, Poland, Romania, Montenegro and Brazil. The project is supported by funds from ERASMUS+ and the Danish government.

Through the NSGO project, a comprehensive set of presently 274 indicators of good governance in sports federations that operate at the national or sub-national level have been devised by the Scientific Coordinator, Dr. Arnout Geeraert from KU Leuven, for Idan/Play the Game. These indicators can be used as a robust framework for improving governance in national sports organisations.

The indicators are dispersed over four good governance dimensions that emerge from relevant academic literatures, namely transparency, democratic processes, internal accountability and control, and societal responsibility.

On the basis of the indicators, a method has been developed for aggregating each federation's scores in governance indexes. This method takes into account the federations' size and capacity. A higher weight will be given to those indicators that are most important.

Through this scoring method it is possible to evaluate and compare governance across various sports federations at a national level but also across countries.

Further information and a preliminary report of the NSGO project can be found at: <http://playthegame.org/theme-pages/the-national-sports-governance-observer/>

ARTICLE 3 – SCOPE

The scope of this Agreement is technical and scientific cooperation related to the implementation of the National Sports Governance Observer project mentioned above in national sports federations in [COUNTRY].

By entering into this Agreement, [PARTNER] becomes an official external NSGO partner to the NSGO project and is entitled to apply the National Sports Governance Observer indicators, in [COUNTRY] under the guidance of Idan/Play the Game subject to the conditions specified in this Agreement.

The cooperation involves an analysis of the governance structures in selected sports federations in [COUNTRY] in order to make a detailed overview of the status quo of the governance of these federations, and to compare with national federations in other countries.

The overall aim is to assist and inspire national sports organisations in [COUNTRY] to raise the quality of their governance practices.

More specifically, the cooperation involves the implementation of the standardised scoring methodology of presently 274 indicators of good governance developed by Idan/Play the Game in the entities of practice and administration of selected national sport federations in the [COUNTRY] and the subsequent benchmarking of the federations examined.

ARTICLE 4 – COOPERATION

The cooperation under this Agreement will be based on the following division of tasks between the Parties:

- 4.1 Idan/Play the Game will put the methodology for aggregating the indicator scores in an NSGO index at the disposal of [PARTNER]. All material that is not already published on <http://www.nationalsportsgovernanceobserver.org> must be considered exclusive and confidential.
- 4.2 [PARTNER] will conduct the research Project by applying the indicators. Modification of the indicators must be approved by Play the Game Idan/Play the Game.
- 4.3 Idan/Play the Game will provide general guidance related to methodological and other questions that arise in the research process.
- 4.4 [PARTNER] will share preliminary results with Idan/Play the Game in the course of the process and deliver the final results no later than [DATE]
- 4.5 Idan/Play the Game will provide advice related to follow up, communication and publication of results.
- 4.6 Each Party shall use the time and care needed for carrying out the Project as required, and in consideration of the generally accepted rules and standards of science in order to achieve an optimal result.
- 4.7 Each party shall name a contact person for dealing with all matters that will need to be agreed within the scope of the cooperation.

Further requirements for the cooperation are specified in the appendix 'Standardised data gathering and approval processes'.

ARTICLE 5 – RESPONSIBILITIES OF EXTERNAL NSGO PARTNER

[PARTNER] takes responsibility of:

- 5.1 Securing and financing qualified research capacity equal to one full time researcher for a sufficient period of time to carry out the research and conclude a national report (2-3 months).
- 5.2 High quality implementation of the indicators and the scoring methodology in at least the national federations of athletics, football, handball, swimming, and tennis. Additional federations may be included if determined by [PARTNER]. A standardised Excel sheet provided by Idan/Play the Game must be used for all data collection.

- 5.3 Verification of data in dialogue with the relevant national federations and the correction of data upon discovery of errors.
- 5.4 Provision of evidence for the proper measurement of the indicators by submitting the following documentation to Idan/ Play the Game upon request:
 - The completed standardised scoring sheets of all reviewed organisations.
 - An Excel file wherein the federations' scores are displayed side-by-side and averages are calculated per indicator.
 - A list of uncertain scores including an explanation of the researcher's uncertainties.
 - The contact letters that have been sent to the federations.
 - Copies of all the questionnaires / interview requests that have been sent to the federations.
- 5.5 Any doubts and insecurities must be expressed directly and openly to Idan/Play the Game at the shortest possible delay.
- 5.6 Seeking advice in the research process with Idan/Play the Game when needed.
- 5.7 Delivery of a (proofread) report including a summary of the results written in English on the basis of a standardised template, to be published on Play the Game's website.
- 5.8 Delivery of a national report in the language of the country(-ies) covered by the agreement.
- 5.9 Give proper credit to Idan/Play the Game and the author of the indicators, Dr. Arnout Geeraert from KU Leuven, in all matters related to the external communication of the project.

ARTICLE 6 – RIGHTS OF EXTERNAL NSGO PARTNER

As an external NSGO partner [PARTNER] is granted the following rights under this Agreement:

- 6.1 To utilise the tool of presently 274 indicators or versions updated by Idan/Play the Game
- 6.2 To use the scoring methodology for comparing national data with results from other countries where the indicators have been applied.
- 6.3 Upon further acceptance by Idan/Play the Game, [PARTNER] may also be granted access to the full data of the NSGO project if this relates to well-defined comparative studies.

- 6.4 Following approval by Idan/Play the Game of the research results, to use the title of “Official National Sports Governance Observer partner” and the NSGO logo in activities promoting the Project.
- 6.5 To get its main results published on the communication platforms of Play the Game.
- 6.6 To be considered to participate in follow-up research on national sports governance by Idan/Play the Game to benchmark any development in the sector in the future. Future conditions may apply.
- 6.7 To be considered for participating in future applications for external funding if eligible (e.g. ERASMUS+)

ARTICLE 7 – RESPONSIBILITIES OF IDAN/PLAY THE GAME

Idan/Play the Game takes responsibility for:

- 7.1 Providing the indicators and the methodology for aggregating federations’ scores in an NSGO index.
- 7.2 Providing guidance and assistance to [PARTNER] related to the implementation of the indicators in [COUNTRY] and the subsequent scoring of involved federations.
- 7.3 Evaluating the results and verifying that they are in accordance with the document ‘NSGO – Standardised data gathering and approval processes’.
- 7.4 Communicating and distributing results via the communication platforms of Play the Game

ARTICLE 8 – RIGHTS OF IDAN/PLAY THE GAME

Idan/Play the Game will retain the following rights:

- 8.1 To withhold the stamp of approval of the results, should the research not be of an acceptable quality, in accordance with the appendix ‘NSGO - Standardised data gathering and approval processes’.
- 8.2 To use the data delivered by [PARTNER] in further research by Idan/Play the Game for selected researchers including Arnout Geeraert.
- 8.3 To share the data delivered by [PARTNER] according to the overall standard procedures for data sharing of the NSGO project.
- 8.4 To delay the start of the cooperation until the partner can document that all financial and human resources for realising the project are secured.

ARTICLE 9 – COSTS

- 9.1 [PARTNER] shall secure the material and human resources needed for executing the activities described in this Agreement, be it from its own budgetary resources or from external sources, such as governmental or private organisations, in accordance with the provisions in the countries where the headquarters of each entity is located.
- 9.2 As a compensation to Idan/Play the Game for the coordination of the Project [PARTNER] shall pay a coordination fee to Idan/Play the Game according to the World Bank classification of the [COUNTRY] (low income 100€, lower middle income 500€, higher middle income €1,000, high income €1,500). See Appendix 1 for the World Bank list of economies (June 2017).
- 9.3 Payment shall be made within thirty (30) days upon receipt by [PARTNER] of invoice from Idan/Play the Game.
- Payment scheme:
75% of coordination fee to be paid at the commencement of the project
25% of coordination fee to be paid at the end of the project period (12 months)
- 9.4 Additionally, [PARTNER] shall provide the funding for an amount corresponding to one local full time researcher over 2-3 months.
- 9.5 [PARTNER] is responsible for covering travel, accommodation and subsistence costs of its representative(s) when attending project meetings. Play the Game may support these costs if earmarked funding is available.
- 9.6 Each party to this Agreement is responsible for all of its own incidental expenses, such as prints, shipments, bindings, digital recording media, arising from their use of the materials generated jointly in the scope of this cooperation.
- 9.7 In order to protect the credibility and independence of the project, and to prevent potential conflicts of interest, Idan/Play the Game must give its prior accept of external donations to fund activities in the framework of the National Sports Governance Observer.

ARTICLE 10 – OWNERSHIP

- 10.1 Idan/Play the Game owns the intellectual property rights of the NSGO project in general, and Dr. Arnout Geeraert must always be credited as author of the NSGO indicators.
- 10.2 Each Party shall retain undivided ownership of the data and results each Party has created or collected. Unless otherwise stated, this Agreement shall

not grant or be construed as granting any rights by license or otherwise to the other Party.

- 10.3 The Parties shall agree on a case-by case basis on the granting of further rights of use, particularly for purposes outside this Agreement and after the expiration of the project period. Such rights shall be granted on fair and reasonable terms.

ARTICLE 11 – DISCLOSURE AND PUBLICATION

- 11.1 Any disclosure or publication of results beyond what is described in this agreement may only be done with the express consent of both Parties and should always mention the cooperation hereby agreed.
- 11.2 Idan/Play the Game decides the timing and the terms of publication and any other use of the methodology, of specific indicators and research results contained in the NSGO project. However, the interests of either Party must be taken into account.
- 11.3 As for the results of the research carried out at the national level, each national partner – and the researchers – will be duly credited in all Play the Game publications referring to the [COUNTRY] part of the survey.

ARTICLE 12 – TIMING

The Agreement shall commence on [DATE] 2018 or any another date agreed in writing by the Parties ('commencement date').

ARTICLE 13 – FINAL PROVISIONS

- 13.1 This Agreement shall take effect upon the signatures of both Parties and shall expire without further notice upon completion and publication of the results unless any arrangements or obligations beyond the end date have been agreed. This Agreement shall be in force no later than 2 years from the date of its signature, but it may be amended or renewed by written Agreement between the Parties.
- 13.2 This Agreement may be terminated by any of the Parties, in writing with a notice of at least sixty days in advance, without prejudice to the activities in progress, and the termination must be concluded through a specific agreement.
- 13.4 The provisions in Article 10.1, 10.2 and 13.3 will continue to be in force after the date where the Agreement has been terminated or otherwise has elapsed or expired.
- 13.5 This Agreement shall be governed by the laws of Denmark.

13.6 The Parties submit to the non-exclusive jurisdiction of the courts of Denmark regarding any dispute arising out of this Agreement.

City: _____

Aarhus

Country: _____

Denmark

___/___ 2018

___/___ 2018

Signature

Acting director

Name

Maja Pilgaard Hove

Job title

Danish Institute for Sports Studies/
Play the Game

Institution

Frederiksgade 78B, 2

Street Address

DK-8000 Aarhus C

City/ZIP Code

Denmark

Country