

# **Memorandum of Understanding - WorldSkills International (WSI) and WorldSkills Foundation (WSF)**

In establishing this Memorandum of Understanding (MOU) the parties confirm that they are of similar spirit, have common goals and expect there will be mutual benefit from their separate yet supporting activities.

Each party recognizes that this MOU may create in one party an expectation that results in an obligation for the other party but notes that the intent of each clause or section is to set out the starting point for future relationship building and the determination of clarity and congruence of purpose.

## **1. Alignment of shared Vision and Mission:**

- 1.1 WSF will ensure that in all aspects of governance, selection of beneficiaries and development of its program of activities there is alignment with the shared vision and mission of WSI.
- 1.2 WSI and WSF will act under the same brand “WorldSkills”.
- 1.3 WSF will ensure that the activities of WSF are fully aligned with the joint brand strategy and guidelines..

## **2. Intellectual property**

- 2.1 WSI grants to WSF the worldwide, non-exclusive, royalty free rights to access and use the present and future intellectual property (IP) of WSI for the Foundation’s purposes, with the exception of IP developed by third parties (unless otherwise specified in the agreement with the third party).
- 2.2 WSF grants WSI reciprocal IP rights with the exception of IP developed by third parties (unless otherwise specified in the agreement with the third party).
- 2.3 WSF will ensure compliance with all standards of use of intellectual property established by WSI in the WorldSkills Visual Identity and Style Guidelines, WSI Documentation System and other official documents, and as modified from time-to-time.

## **3. Services**

- 3.1 For reasons of efficiency and commonality WSF may purchase support services and project work (at cost) from WSI where WSI has the capability to provide such services at no detriment to the WorldSkills Competition or other WSI meetings or events.

## **4. Governance**

- 4.1 WSI will appoint Trustees to the WSF Board of Trustees in accordance with Article 9 of the WSF Articles.
- 4.2 WSF will seek the consent of the WSI Board of Directors before amending the Foundation’s Articles. The Board will table the updated Articles with the SC and GA and explain the updates.
- 4.3 The WSI Chief Executive Officer will sit as an ex-officio member of the WSF Board of Trustees

## **5. Standard Protocol and Operations**

- 5.1 WSF will ensure that a portion of WSF activities are directed to the benefit of the WorldSkills Competition and other WSI events. WSF and WSI will confer and agree on the details of these activities from time to time.
- 5.2 WSI will ensure that WSI Member Fees are never a source of funding for WSF.
- 5.3 WSF will ensure that activities will not target resources and/or funds that would otherwise flow to the WorldSkills Competition and other WSI events.
- 5.4 WSF will provide WSI with a copy of the Article 19 Annual Action Plan and Annual Accounts within fourteen days of them being provided to the Protectorate of Foundations in Spain.
- 5.5 WSF will table the Article 19 Annual Action Plan and the Annual Accounts at the subsequent WSI General Assembly.

## **6. Special Events**

- 6.1 WSF will work in partnership with WSI in the development, planning & logistics and implementation of special events like the WorldSkills Leaders Forum, WorldSkills Premiere Experience and Seminar and Conference Program at the WorldSkills Competition and the special events that are held in conjunction with the General Assembly during non-Competition years such as the WorldSkills Leaders Forum and WorldSkills Youth Forum.

## **7. Marketing (Communications, Public Relations, and Media)**

- 7.1 In accordance with the WorldSkills Visual Identity Guidelines and Style Guidelines, the approved WSF logos and brand will be the only one used in association with the WorldSkills Foundation.
- 7.2 The Communications and Marketing teams of both organisations will work closely and consult each other before producing/printing marketing material and/or distributing press releases and other PR stories. All WSF material, releases and stories must adhere to the WorldSkills Visual Identity Guidelines and Style Guidelines.

## **8. Sponsorship and Partnership**

- 8.1 In accordance with the ratified WorldSkills sponsorship framework, WSI and WSF will work together and assist each other achieve their respective sponsorship goals.
- 8.2 WSF recognises that the WS Brand Strategy is a key initiative of the organisation and will work together with WSI to increase the (value of the) assets of the organisation and Competition and the ensuing value proposition to (potential) sponsors and partners of both organisations.

## 9. Merger or Wind-up

- 9.1 WSF will work with WSI for a winding up or merger of the Foundation where the Foundation can no longer fulfil its mission.
- 9.2 WSF will seek the consent of the WSI General Assembly before merging the Foundation with another body.

## 10. Term

- 10.1 The MOU will stay in effect until terminated by mutual agreement or by either party giving the other six (6) months prior written notice by:
- a) WSI where the WSI General Assembly determines there is no longer congruence of purpose, vision and mission between WSI and the WSF; or
  - b) WSF where the WSF Board of Trustees determines there is no longer congruence of purpose, vision and mission between WSF and the WSI; or
  - c) Either party where one party believes the other party has not complied with the MOU and negotiation fails to rectify the matter in a reasonable amount of time.

## 11. Review

- 11.1 The MOU will be reviewed by both parties on a regular basis. The first review will be by the WSI GA at WSC2011 and then at least once every two years to coincide with the election of the Chair and Deputy Chair of WSF.



*Simon Bartley*  
President-elect  
WorldSkills International



*Tjerk (Jack) Dusseldorp*  
(Inaugural) Chair  
WorldSkills Foundation



*David Hoey*  
Chief Executive Officer  
WorldSkills International



*Laurent Thibault*  
Deputy Chair  
WorldSkills Foundation

Effective: 08.04.11