



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into on November nd1 , 2024, by and between:

- 1 . Saudi Arabian Football Federation, with its address at King Abdulaziz Road — Al Yasmin District - Riyadh, email address [info@saff.com.sa](mailto:info@saff.com.sa), (hereinafter referred to as "SAFE"), represented by Mr. Yasser Al Misehal (President), and
2. Federación Ecuatoguineana de Fútbol, with its address at Avenida de Hassan II, N<sup>o</sup> 1300, MALABO, Equatorial Guinea, email address [secretaria.gral@feguifut.org](mailto:secretaria.gral@feguifut.org) (hereinafter referred to as "FEGUIFUT"), represented by Mr. Venancio Ndong (President),

Each of SAFF and FEGUIFUT shall be referred to individually as a "Party" and collectively as the "Parties".

### **RECITALS:**

- 1 . Whereas SAFF and FEGUIFUT are the autonomous governing bodies for the sport of football in their respective countries under the authority of the Asian Football Confederation (AFC) and the Confederation of African Football (CAF).
2. Whereas SAFF and FEGUIFUT are desirous of consolidating and further developing a close working relationship and sharing resources and expertise and cooperating with each other as part of that relationship in a number of areas.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1 PURPOSE OF MOU**

The purpose of this MOU is for the Parties to set forth the framework for the collaboration and cooperation in a number of areas as set forth hereinafter, namely, to cooperate in developing strong ties between their respective bodies for the mutual benefit, promotion, growth and success of football in both federations.



## **2 TERM**

This MOU shall commence on the date of its signature and shall remain in full force and effect for a term of twenty-four (24) months. This MOU may be renewed upon the mutual written approval of both Parties one (1) month prior to the end of the then current term.

## **3 FRIENDLY MATCH OPPORTUNITIES**

3.1 The Parties will explore for Women's National Teams and Men's Youth National Teams opportunities for playing friendly matches in Saudi Arabia / Equatorial Guinea.

3.2 Once the Parties found a mutually acceptable opportunity, the relevant terms and conditions, including financial conditions, will be defined in a separate agreement between the Parties.

## **4 COACHING AND SPORTING INFORMATION EXCHANGE**

4.1 Each Party will check with its respective sporting department to coordinate virtual calls, so each Party can present the strategic plans and explore opportunities in traveling to Saudi Arabia/ Equatorial Guinea to exchange information between the relevant departments.

4.2 Exchanges referred to in Article (4.1) above can include exchanges in the following areas:

- a) General Management.
- b) Marketing and commercial activities.
- c) Sport Facilities.
- d) Study and research.
- e) Coach development.
- f) Referees.
- g) VAR.
- h) Football management and technical direction.
- i) Academies and technical development.
- j) League and competition development.
- k) Talent identification and player development.
- l) Women's football.
- m) Youth football.
- n) Futsal.
- o) Beach soccer.
- p) Good governance, rules and regulations.



- q) Sports science, sports medicine and football-related technologies.

## **5 NON-BINDING NATURE**

With the exception of the binding rights and obligations stipulated under clause 7 of this MOU (which the Parties accept, acknowledge and agree shall be legally binding and shall continue to bind the Parties after the expiry or termination of this MOU), the Parties agree that the provisions of the MOU are not binding on, and do not create legal rights or obligations on either Party. The Parties hereby acknowledge and agree that either Party may unilaterally terminate the MOU without any obligation or liability by duly giving the other Party at least 15 (fifteen) days prior written notice.

## **6 RELATIONSHIP OF THE PARTIES**

The Parties have a duty of good faith and mutual respect to each other and shall ensure to behave in a manner that is consistent with the Purpose of this MOU.

## **7 CONFIDENTIALITY**

The Parties will share information which may include, but is not limited to, research, legal, coaching, technical, financial or business information, and other information in relation to a Party, and/or its members, partners, sponsors, business activities, clients or contacts, in written, oral, electronic, or other tangible or intangible forms (individually and collectively referred to as the "Information"). All such Information shall be deemed to be confidential and proprietary of the disclosing Party. The Parties shall keep all Information strictly confidential and shall not sell, trade, publish or otherwise disclose such information to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronically, without the other Party's prior written consent. The Parties shall use their best endeavours to ensure that any copies of the Information are protected against theft or unauthorized access. The Parties shall be entitled to disclose the Information without obtaining the other Party's prior written consent only (a) as required by law, regulation or order of a competent court and the Parties shall only make copies of the Information as are strictly necessary for these disclosures, and (b) where the disclosing Party can show that such Information was already in the public domain through no involvement, including through a third party, of the disclosing Party. The Parties shall clearly mark any copies as confidential. If the disclosing Party so requests, and except as required by law, regulation and/or decision of a competent court, the recipient Party will immediately return all Information and copies supplied by the disclosing Party to the recipient Party, destroy or



permanently erase all copies made by the recipient Party and procure that anyone who has received copies destroys or permanently erases such copies and any further copies made by them.

## 8 NOTICES

Any notice which a Party is required by this MOU to serve on the other Party shall be sufficiently served if sent to the other Party at its official address set out in this MOU or such other address as is notified to the other Party, in writing, from time to time, as follows:

- (a) by email.
- (b) by registered courier or recorded delivery; or
- (c) by hand with acknowledgement of receipt.

## 9 LANGUAGE

This MOU is prepared in the English language, and English will be the legal and binding language of the MOU.

## 10 GOVERNING LAW AND JURISDICTION

This MOU and any action related thereto shall be governed, controlled, interpreted and defined in accordance with the laws of the Kingdom of Saudi Arabia. In the event of any dispute arising out of or in connection with this MOU the Parties shall endeavor to resolve it amicably between the Parties within a term of fifteen (15) days from receiving of a notice of dispute by one Party from the other. If such amicable settlement has not been reached within such period (or such longer period as the Parties may agree in writing), the Parties may, if they both consent to doing so, seek to resolve the dispute through the Court of Arbitration for Sport in Lausanne, Switzerland. IN WITNESS WHEREOF, the Parties hereto have executed this MOU in duplicate originals by their duly authorized representatives as of the date and year written below.

Name: **YASSER AL MISEHAL**

For: Saudi Arabian Football Federation

Title: President

Date: 1 Novembre 2024

Signature:



Name: **VENANCIO NDONG**

For: **Federación Ecuatoguineana de Fútbol,**

Title: President

Date: 1 Novembre 2024

Signature:

