



Date

Name

Organization

Address

Dear Name:

This Letter of Understanding will serve to confirm the discussions between the (organization) and the *I Can Do It!* (ICDI) Program regarding health promotion for individuals with a disability. ICDI is a program of the Office of the President's Council on Fitness, Sports & Nutrition (OPCFSN).

This Letter of Understanding (LOU) sets forth the terms and conditions under which (organization) becomes an 'ICDI Site' and may utilize ICDI program materials as a framework to encourage implementation of a health promotion program for individuals with a disability. The goal of this partnership is to implement the ICDI program and encourage participation by individuals with a disability.

The term of this agreement is through Sept 30, 20XX. This agreement will automatically renew annually for a one-year term on October 1. Either entity (organization or OPCFSN) may terminate this agreement at any time by providing written notice. This agreement may be terminated by the OPCFSN at its discretion.

In order to achieve the goals of this partnership, (organization) will conduct the following:

- Implement an ICDI program for a duration of at least eight weeks;
- Ensure (organization)'s site coordinator(s) and mentors complete the required training as indicated and provided in the ICDI Toolkit;
- Pair participants (mentees) with volunteers above the age of 18 (mentors) for the duration of the program;
- Facilitate opportunities for each mentee-mentor pair to engage in activities (i.e., physical activity, sports, recreation, free play, etc.) at least once each week during the program;
- Ensure each mentee, with assistance from their mentor, sets weekly physical activity and healthy eating goals using the resources provided in the ICDI Toolkit; and
- Recognize mentees for their participation in ICDI and commitment to leading a healthy, active lifestyle.

OPCFSN will:

- Grant consent to the use of the ICDI Toolkit which includes the program manual, logo and other written materials in the agreed upon health promotion program for individuals with a disability.
- Provide technical assistance to support ICDI program implementation.
- Have final approval of all web or paper-based page proofs that may be developed as a result of this partnership and that contain the ICDI logo or reference to this partnership.



- Provide timely review, edit and/or approval after receiving draft page proofs containing the ICDI logo or name.
- Highlight and cross-promote the partnership and related success stories in OPCFSN e-newsletters and social media, as appropriate.

It is understood that the ICDI name, logo, and materials will not be used in any manner that could constitute an endorsement of the general policies, activities, or products of (organization), its partners, or of the information placed on its websites and/or social media. Where confusion could result, materials should be accompanied by a disclaimer to the effect that no endorsement is intended. Conversely, OPCFSN will not use (organization's) trademarks without prior written approval. Neither organization has the right to issue press releases or other public-facing materials relating to the relationship created by this Letter of Understanding without the prior review and written approval of the other.

To the extent that it is applicable, (organization) agrees to:

- Use the latest information and materials from the ICDI Toolkit.
- Consult with and seek prior approval from OPCFSN for any changes of the existing ICDI program materials or for the development of new materials that may include the ICDI name or logo.

It is understood that no association with commercial entities that represent tobacco or alcohol shall be represented with the ICDI program.

No cost will be incurred by OPCFSN for its involvement in this program, other than sharing existing layouts and copies of program materials and the staff time needed to carry out the activities discussed in this Letter of Understanding. Other than these costs, there will be no outlay of federal funds in relation to the participation of OPCFSN in this project. OPCFSN will not assume or provide any financial responsibility for consultation, development and/or distribution of program information. (Organization) will provide all financial resources for development and implementation of a health promotion program for individuals with a disability, and shall be responsible for all costs for consultation used to develop any and all components and materials relating to the program. Neither party shall have any liability to the other in connection with this Letter of Understanding. Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this LOU, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while conducting activities under and pursuant to this LOU.

In the event that (organization) engages in any fundraising activities to cover the costs of this program, (organization) will make clear in any solicitation for funds that (organization), not OPCFSN nor the *I Can Do It!* program, is asking for the funds. (Organization) will not imply that OPCFSN or *I Can Do It!* endorses



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any fundraising activities in connection with this program. The (organization) will make clear to donors that any gift will go solely toward defraying the expenses of (organization's) health promotion programs for individuals with a disability.

On behalf of the OPCFSN, we greatly appreciate your interest in the *I Can Do It!* Program. This letter serves to solidify the details of our discussions made in good faith. Please confirm your agreement and understanding of the terms contained in this letter by signing below my signature.

Sincerely,

Executive Director
Office of the President's Council on Fitness, Sports & Nutrition

Name
Title
Organization

Date Signed