

AUDI FIS SKI CROSS WORLD CUP

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**AGREEMENT**

between

THE INTERNATIONAL SKI FEDERATION (FIS)

and

tbd

(hereinafter the "NSA")

and

tbd

(hereinafter the "Organiser")

regarding

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the Organisation of the World Cup Competition in  
tbd

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WHEREAS:

- A. The FIS is the International Federation governing Cross-Country Skiing, Ski Jumping, Nordic Combined, Alpine Skiing, Freestyle Skiing and Snowboarding;
- B. The FIS Freestyle Ski World Cup is a series of Freestyle Skiing competitions held each winter season between competitors representing teams of various National Ski Associations and which takes place at various sites around the World, notably in Europe, North America and Asia;
- C. The competitions of the FIS Freestyle Ski World Cup result in individual results, overall rankings per type of competition (moguls, dual moguls, aerials, ski cross, halfpipe, aerials, slopestyle, big air) and an overall World Cup ranking.
- D. The organisation of the FIS Freestyle Ski World Cup competitions is entrusted to National Ski Associations, which are members of the FIS.
- E. The NSA has been appointed by the FIS to organise certain Freestyle Skiing competitions in tbd as part of the 2018/2019 FIS Freestyle Ski World Cup;
- F. The NSA has delegated all or certain tasks, rights and duties related to the organisation of the Event to tbd as Organiser.

**1. DEFINITIONS**

Unless otherwise defined in this Agreement, capitalized terms shall have same meaning as in the Statutes, the International Ski Competition Rules (**ICR**) and the rules for the FIS Freestyle Ski World Cup (**WCR**). In case of discrepancy, the definitions in this Agreement shall prevail over the definitions in the Statutes, then the ICR and finally the WCR.

**“Agreement”** means this agreement regarding the organisation of the FIS Freestyle Ski World Cup Event.

**“Competition”** or “Competitions” means any competition comprised within the Event where the winner is awarded a prize. A Competition may be comprised of one or more qualification phase/sections, runs or heats, including official training sessions. In the FIS Rules, Competitions are sometimes also referred to as “races”.

**“Course”** or **“Courses”** means the area used for the purpose of a Competition including start and arrival areas (accredited access zones) and areas adjacent to the actual competition courses. It includes the reclaimable air-space above.

**“Event”** means all Competitions plus the official training, the presentation and award ceremonies, official invitations, press conferences and all other activities, e.g. of entertaining or social nature, connected to the Competitions.

**“Event Facilities”** means all locations, offices, reception and meeting room facilities used for official purposes connected to the Event (including award ceremony facilities, race offices, accreditation office, meeting rooms used for official meetings [team captains' meetings, press conference rooms, rooms for announcements or presentations] press centre, service infrastructures).

**“Event Programme”** means the booklet or brochure which contains the Event Schedule and other useful information related to the Event.

**“Event Schedule”** means the list of activities related to the Event, including the time and location of their execution.

**“Event Venue”** means the sites and locations which are used for the purpose of the organisation of the Event including the Course(s) and Event Facilities not included in the Course(s).

**“FIS Advertising Rules”** means the rules issued by FIS in regard to advertising at World Cup Competitions.

**“FIS Race Director”** means the head official appointed by the FIS according to art. 3012.5 ICR .

**“FIS TV Production Guidelines”** means the guidelines issued by FIS in regard to TV coverage of the World Cup Competitions.

**“FIS Rules”** means all regulations issued by the FIS including specifically but not limited to the FIS Statutes, the ICR, the World Cup Rules, the FIS Advertising Rules, the FIS Medical Guide, the FIS Anti-Doping Rules and the Procedural Guidelines and the Specifications for Competition Equipment and Commercial Markings, Technical Regulations for Timing and Data as well as any precisions or complements thereto as issued from to time by the FIS;

**“Force Majeure”** means any event which is unforeseen and beyond the reasonable control of either party including but not limited to the following; Act of God, adverse weather, inevitable accident, failure or shortage of power supplies, fire, flood, epidemic, earthquake, explosion, war or armed conflict, embargo, government action or decree, riot or civil disturbance, failure or delay of common carrier or impairment or lack of adequate transportation facilities, inability to obtain, or the condemnation, failure of technical, production or television equipment not under their direct control;

**“Organiser”** means the person, group or entity that makes the necessary preparations and directly carries out the running and financing of the Competition (see also art. 211.1 ICR and WCR 3020). As a principle, the NSA shall be responsible for the proper organisation of the Competitions and may delegate all or certain tasks, rights and obligations related to the Organisation of the Competitions to an affiliated club or another legal entity which then becomes the Organiser and a party to this agreement.

**“Marketing Guide”** means the document which defines all advertising and commercial markings used at the event.

**“Organising Committee”** is the group of persons or entity which executes the right, duties and obligations related to the organisation of the Competitions (see also art. 211.2 ICR).

**“World Cup”** means the FIS Freestyle Ski World Cup 2018/19 abbreviated as WC.

## **2. APPOINTMENT OF THE ORGANISER**

Upon signature of this Agreement by all parties, the FIS definitively confirms the appointment of the NSA to organise the Event as part of the calendar 2018/19 established during the FIS Congress held in Costa Navarino (GRE) on 16.05.2018 and confirmed subsequently by the FIS Council on 17.05.2018.

The NSA has delegated the tasks, rights and obligations related to the Organisation of the Event to the Organiser. The NSA and the Organiser shall sign an agreement setting out the respective rights and obligations. A copy of the signed agreement shall be provided to the FIS, or a confirmation to the effect that such an agreement is in place. A checklist defining the elements that should be included in such an agreement (Exhibit 1).

Notwithstanding any specification in this Agreement, the NSA and the Organiser shall be jointly and severally liable for the proper organisation of the Event in accordance with the terms of this Agreement, the ICR and the WCR.

## **3. GENERAL OBLIGATIONS OF THE ORGANISER**

The Event and the Competitions shall be organised in strict compliance with the applicable FIS Rules at present in force or amended by the FIS from time to time, in particular the Statutes, the ICR and the WCR. The Organiser shall follow the reasonable instructions given by the FIS.

No competitions or activities directly associated with the Competitions other than those explicitly confirmed by the FIS shall be carried out in combination with, or during, the Event.

The Organiser shall provide all necessary infrastructures, support and services (including power supply) necessary for the proper organisation of the entire Event.

The Organiser shall establish an Organising Committee to carry out the tasks, rights and obligations defined in the ICR and WCR. The establishment of the Organising Committee shall not affect the liability of the Organiser.

## **4. THE ORGANISING COMMITTEE**

The Organising Committee shall be composed according to art. 3020.1.1 ICR. It shall include the Jury and the Technical Delegate appointed by the FIS (art. 3012.5 ICR).

All members of the Organising Committee shall have the appropriate competence and experience necessary to carry out their duties.

The Organising Committee shall use at least one of the FIS languages (E/F/D) in all official documents and meetings (official programme, team captains meetings, jury meetings, OC meetings with international participation, etc.).

The tasks of the members of the Organising Committee are further described by the ICR and the WCR.

## **5. FURTHER OFFICIALS**

The NSA and the Organiser acknowledge that further officials may be delegated by the FIS and the FIS Race Director (e.g. the FIS Equipment Controller, art. 222.6 ICR). The tasks of such further officials are described in the ICR and the WCR and may be specified by instructions of the FIS Race Director.

## **6. THE COMPETITIONS**

The Event shall consist of the following Competitions:

- Ski Cross for ladies and men to be held on tbd
- Ski Cross for ladies and men to be held on tbd

The above dates may be subject to modifications as set forth in this Agreement.

## **7. THE EVENT SCHEDULE**

### **7.1 Elements of the Event Schedule**

The Organiser shall provide to FIS for its approval at the latest 90 days in advance of the scheduled date of the first Competition a detailed Event Schedule.

The Event Schedule shall be established in close consultation with, and agreed by, the FIS Race Director. It must include the following elements:

- The Competitions (including training, inspections, free-skiing on race hill, etc.);
- Public Official Presentation and bib number announcement ceremonies;
- Winner and prize-giving ceremonies;
- Team Captains' Meetings.

At the discretion of the Organiser, the Event Schedule may include further related elements such as an official entertainment programme, official invitations, etc.

The FIS may require the Organiser to modify the entertainment part of the Event if there are concerns that they may affect the timely execution of the Competitions.

Once the Event Schedule has been approved by the FIS Race Director, the Organiser shall use its best efforts to implement it without further changes.

A provisional Event Schedule will be agreed with the Race Director after inspection.

### **7.2 Postponement or cancellation of Competitions**

According to art. 1.5 / 1.6 WCR and in particular due to events of Force Majeure affecting the Competitions or other World Cup competitions, the Event Schedule may be amended or Competitions may be cancelled at any time, as deemed necessary to secure the safe and smooth execution of the Competitions as well as of other World Cup competitions that are part of the 2018/19 calendar.

Subject to compliance with FIS Rules, the Jury may change the times of the Competitions and/or of related training sessions on the same date.

The change of a Competition and/or related training session to another date of the Event is subject to proposal of the Jury and the consent of the Organiser.

As a principle, the right to stage a Competition which has been cancelled returns to the FIS. The FIS may re-allocate such Competitions to a date as part of another World Cup event according to Rule 1.5/1.6. WCR.

The schedule of the Competitions and of the training, as well as any necessary adaptations thereof, shall have priority over all other elements of the Event Schedule.

The order of all other elements of the Event Schedule directly associated with the Competitions may be adapted as appropriate and in close consultation with FIS.

## **8. EVENT VENUE**

### **8.1 In General**

The Event Venue including the Course and all Event Facilities have been inspected by the FIS as part of the application procedure. The inspection report including answers and undertakings given by Organiser is subject to the inspection and will be agreed with the Race Director.

The Event Venue shall include

- appropriate facilities to conduct equipment control (closed tented area within the arrival area).

The Organiser undertakes to maintain or, to the extent required in the inspection report, timely improve the Event Venue. Any material change in any element of the Event Venue or any delay in the installation of the Event Venue shall be immediately notified to the FIS.

Upon request, the FIS Race Directors shall have unrestricted access to the Event Venue at any time (including during the preparation period).

### **8.2 Courses**

#### **(a) In General**

The Organiser shall regularly report to the FIS Race Director(s) on the state of preparation of the Courses (including the snow conditions in the period prior to the Competitions).

An appropriate preparation and maintenance of the Courses is of the essence of this Agreement. The Organiser shall apply all reasonable measures requested by the FIS Race Directors to ensure that all Courses are ready on time in the best possible conditions to be used for training and the Competitions.

The Organiser shall be responsible for the Courses. Any measure requested by the Jury and/or the FIS Race Director(s) shall be implemented.

Appropriate transportation allowing fast rotations shall be available (lift or access with ski-doos, in such latter case to be provided or paid for by the teams or suppliers).

#### **(b) Reserve Courses**

Any use of alternative courses and/or adaptation of the Courses (e.g. use of a shorter Course) must be approved by the FIS Race Director in accordance with art. 1.3 WCR.

## 9. PARTICIPANTS AND TEAMS PERSONNEL

### 9.1 Qualification

Registered participants qualified in accordance with the ICR and WCR (in particular art. 203 et seq. ICR and art. 13.4 WCR) and within the applicable quotas shall be timely entered for the respective Competitions by their National Ski Association.

### 9.2 Accommodation and board / travel

The Organiser shall comply with the requirements set forth in this respect in art. 4 WCR. Accordingly, the Organiser shall

- provide appropriate accommodation and board for participants and officials within the applicable quotas, the defined maximum prices and during the specified periods as set out in more detail in art. 4 WCR;
- provide, free of charge, the service areas necessary for the storage and preparation of skis either in the hotels or in separate facilities (containers);
- provide, free of charge, sufficient parking space to the teams, service and personnel of sporting goods close to the competition areas. Such parking space may be limited because of local situations.

#### 9.2.1 Travel, Accommodation and Board for FIS Officials

The OC must provide free accommodation and full board for the following FIS officials:

- |  |                       |
|--|-----------------------|
| - FIS Representative / Race Director                     | (1 or 2) Single Room  |
| - FIS Data/Timing service                                | (5 or 6) Single Rooms |
| - FIS Technical Delegate                                 | (1) Single Room       |
| - FIS Technical Advisor                                  | (1) Single Room       |
| - FIS Course Advisor                                     | (1) Single Room       |
| - FIS Assistant Referee                                  | (1) Single Room       |
| - FIS Sponsor Representatives (only if confirmed by FIS) | (2) Single Rooms      |
| - FIS Media Coordinator                                  | (1) Single Room       |

#### 9.2.2 Travel expenses and fees for the TD, Judges and FIS Data/Timing service have to be paid by OC as follows:

- for SX events a global fee of CHF 8'000.--

An invoice from the FIS Office will be sent to OC which is payable before the first training day.

[FIS reserves the right to charge for any additional costs incurred for Judges and FIS Timing/Data service that are not covered by this lump sum amount. For season 2019/2020 FIS will review the system and new rates will apply.](#)

#### 9.2.3 Transportation to and from the airport for the above-mentioned FIS Technical Officials and other persons, including their equipment is to be provided free of charge by OC.

### 9.3 Prize-money

The Organiser shall pay out the minimum prize-money in connection with each Competition according to art. 7 WCR. The Organiser is however entitled to pay out a higher than the minimum prize-money.

#### **9.4 Failure of the Organiser to comply with its duties**

If the Organiser fails to fully comply with its duties (especially its financial duties) under this Section 9, the National Ski Association(s) and/or the participants concerned shall be entitled to claim from the Organiser and/or the NSA repayment of their reasonable expenses.

Under the same circumstances, the National Ski Associations and/or the participants may assign their claims to the FIS which will then be entitled to request the respective payments from the Organiser and/or the NSA. This may be enforced by debiting the amount from the organising NSA's FIS financial support.

#### **9.5 Failure of a National Ski Association to comply with its duties**

If a National Ski Association fails to fully comply with its duties (especially its financial duties) directly related to the Event, the FIS shall assist the NSA and/or the Organiser in the enforcement of the respective claims. This may be enforced by debiting the amount from the organising NSA's FIS financial support.

### **10. ACCREDITATION**

The Organiser shall establish an accreditation system including the standard access zones or similar set forth in Exhibit 2.

The Organiser shall grant corresponding access (i.e. corresponding accreditation) to the bearers of FIS season accreditations (according to special rules for the disciplines respectively ICR art. 220 and following). Further, special access cards issued by the FIS (e.g. restricted area within the finish area) shall be accepted.

The Organiser shall issue accreditation with appropriate access zones for the various groups that include competitors, team officials, service personnel, NSA officials, sponsors, partners, VIPs, special guests, etc. according to the WCR and the accreditation matrix in Exhibit 2.

The Organiser shall also issue accreditation with appropriate access zones to specified personnel of the equipment providers. The names of the persons to be accredited and the required access shall be provided to the Organiser by the FIS. As a matter of principle, service personnel of the equipment providers shall be given the same access rights as the service personnel entered by a National Ski Association (including access to lifts serving the Courses).

In all cases, access to the Courses is restricted and subject to additional on-course-permits issued under the control of the FIS Race Director.

The Organiser may also grant accreditation to persons who are not bearers of a FIS season accreditation. The issuance of such an accreditation is however subject to the explicit consent of the recipient to comply with the FIS Rules as well as instructions of the Jury according to art. 211.1.3 ICR and/or the Organising Committee.

No accreditation may be granted to a person that is currently serving a period of ineligibility because of a decision of the FIS or another competent authority.

## **11. EQUIPMENT**

Equipment used on Courses shall comply with the Homologation Reports issued by the FIS prior to the Event, in the case of homologated courses. For other types of competitions, the applicable technical standards shall be used.

The condition of the equipment including safety-nets and other protection equipment shall be checked every year in due time before the Event. Any damaged equipment shall be repaired or replaced according to the Safety Reports.

Advertising banners at the Courses shall be affixed to lightweight construction frames or to easily breakable splinter-proof plastic poles with a height of approx. 150 cm above snow level. The fixation system for advertising banners shall enable easy release of the banner from the support structure.

## **12. TIMING AND DATA**

Timing and Data services shall be provided in accordance with the provisions of the global Timing and Data Agreement between the data and timing-providers and FIS acting on behalf of all National Ski Associations.

The Organiser shall make sure that the advertising rights of the Data and Timing providers set forth in the Timing and Data Agreement (in particular on screen inserts/on site banners and markings/ logo/name on lists and publication) are duly respected and implemented.

The Timing and Data generated at the Competitions shall be available to FIS, the Organiser, the National Ski Associations and all participants for use in their own publications, including website/s and apps. The use of timing and data on websites/apps is subject to the conditions laid down in the FIS Internet Policies.

## **13. PRESS AND MEDIA**

The Organiser shall provide adequate working facilities and a professional press and media service as set out in the FIS Media Service Guidelines, the latest version of which can be downloaded from the FIS Website

<http://www.fis-ski.com/inside-fis/document-library/communication/>

The press and media service shall be established and operated in conformance with the instructions of the FIS PR and Media Committee as well as of the FIS Communications Department. Recommendations of the International Association of Ski Journalists shall be given due consideration.

## **14. FINANCIAL ASPECTS**

Subject to this paragraph, all income related to the Event (e.g. licensing of broadcast rights and all other electronic media rights, income from Event sponsors, ticketing and merchandising, multimedia such as games, Event catering, public subsidies and other sources) shall be retained by the NSA and the Organiser for the organisation of the Event, to be allocated according to their internal agreement, which may deviate from the allocation of the rights as provided in the FIS Advertising and other similar Rules.

The FIS is entitled to keep all income from the title and presenting sponsor(s) of the FIS Freestyle Ski World Cup, which is used for the FIS costs for professional staff and organisation, and has no financial obligation towards the NSA and/or the Organiser with respect to the Event.

Furthermore, in accordance with the FIS Congress 2008 decision, the FIS has been tasked with negotiating the marketing rights for the timing and data inserts. The net rev-

venues generated as a result will be distributed to the NSA and the Organiser. The split will be determined by the FIS Council.

All financial obligations related to the Event shall be met by the NSA and the Organiser, subject to exceptions specified in this Agreement.

Payments to the competitors for prize money (art.7) must be transferred by electronic banking means as defined in the WCR taking into consideration the local tax-laws.

## **15. ADVERTISING AND SPONSORSHIP**

All advertising and commercial markings and supports used at the Event shall comply with the technical specifications set forth in the applicable FIS Advertising Rules and to the relevant provisions of the FIS TV Production Guidelines (see in particular but without limitation clause 1.3 and 1.4 of the FIS TV Production Guidelines).

The Organiser shall respect the FIS Freestyle Ski World Cup Marketing Regulations as specified in Exhibit 3. It shall procure an effective enforcement and protection of all World Cup Title Sponsor rights in connection with the Event. Upon request, it shall provide free of charge assistance and equipment (transport/tooling) for the purpose of the installation and dismantling and removal of advertising supports and infrastructures.

### **15.1 Development fee to Organiser:**

The Audi FIS Ski Cross event is supported with the following financial development fee:

**CHF tbd**

After receiving the invoice, the total amount will be paid out by FIS approximately one week before the event (after snowcontrol). Invoices will only be paid after a signed agreement has been received. In case of insufficient preparations (venue preparation, accommodations, violation of marketing rights etc) the total amount can be reduced.

In case of cancellations the contribution will be reduced in relation to the number of cancelled competitions.

### **15.2 Course Designers Support:**

**CHF tbd**

FIS will support the design of Ski Cross courses with preparations of detailed maps/course drawings, the definition of features, course descriptions and for attending the FIS course inspections.

The amounts will be paid out subject to preparation of the previous mentioned items and the approval by the FIS of the course. Invoices have to be sent to the FIS Office.

## **16. TV COVERAGE**

The NSA shall procure high quality TV coverage of all Competitions and enter into TV production and distribution agreements in accordance with art. 208.1 ICR. When selecting a broadcaster, the NSA shall make sure that the TV broadcast of the Competitions is distributed to the widest audience possible.

The agreement with the host broadcaster shall incorporate the FIS TV Production Guidelines. The agreement shall also include the obligation of the host broadcaster to comply with the requirements set forth in the Timing & Data Requirements (Exhibit 4), in particular the use of standard graphical lay-outs for timing and data information and inserts.

Subject to any applicable superseding legal access right, news access rights within the meaning of art. 208.6 ICR shall apply and be reserved in all TV agreements.

The NSA shall regularly inform and consult the FIS in connection with the negotiation of the agreements for the TV coverage of the Event (art. 208.1 ICR).

## **17. INTELLECTUAL PROPERTY**

### **17.1 In general**

The official name and logo of the World Cup which is "FIS Freestyle Ski World Cup" as well as the name and logo of the FIS as shown in Exhibit 4 are the sole property of FIS.

The Organiser shall have the right and the obligation to use the above names and logos including the title sponsor's name for the purpose of the organisation of the Event. This shall include the use of the names and logos by sponsors and suppliers of the Event.

### **17.2 Event Publications**

The Organiser shall reproduce the names and logos set out in Exhibit 4 in every communication or promotion related to the Event and the Competitions thereof, such as

- the official website of the Event;
- Event poster(s);
- banners or other supports bearing the name of the Event;
- the printed Event Programme;
- all publications relating to the Event, including press inserts, press releases, start and result lists and any other official publication of the Event.

Event publications may also bear the names and/or logos of other sponsors and/or suppliers. The Organiser shall however procure that the use of the names and logo of the Event by a sponsor or supplier does not create the false impression that such sponsor or supplier is a sponsor or supplier of the overall World Cup or the FIS.

As a general rule, the official name and logo of the World Cup including the name of the title sponsor and the name and logo of FIS shall appear at the top of the publication, with the other sponsors' and suppliers' names and logos appearing underneath or otherwise separated.

All official publications including Competition data must use the lay-outs provided by the FIS as set forth in the Timing & Data Technical Requirements (Exhibit 4).

### **17.3 Use by Event Sponsors**

Subject to clause 18.1, the Organiser shall be entitled to grant the right to use the World Cup name and logo always together with designations specific to the Event provided that:

- the World Cup name and logo is used only for promotional and not for licensing and merchandising purposes,
- it always include the name of the World Cup Title or Presenting Sponsors, and
- it does not create the impression that the Event Sponsor is also supporting the overall World Cup; and
- it complies with the graphic specifications provided by the FIS.

## **18. THE EVENT PROGRAMME**

The Organiser shall publish a detailed programme of the entire Event and all Competitions as hard copy and on the website of the Event.

The Event Programme shall contain the necessary content according to art. 213 ICR.

The following content shall be published in the Event Programme free of charge at the FIS' request:

- One full colour advertising page in a premium location for use by the World Cup Title Sponsor or Presenting Sponsors;
- a message to the audience provided by FIS.

The cover page of the Event Programme shall bear the official name and logo of the FIS World Cup as well as the name and logo of the FIS in a prominent position. The proposed lay-out and content of the programme shall be submitted to the FIS for prior approval, such approval not to be unreasonably withheld or delayed.

## **19. REPRESENTATIONS AND WARRANTIES**

### **19.1 By the FIS**

The FIS represents, warrants and undertakes to the NSA and the Organiser as follows:

- that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
- that it will apply its best efforts to encourage and facilitate the participation of top ranked competitors in the Competitions.

### **19.2 By the NSA and the Organiser**

Both the NSA and the Organiser warrant and represent to the FIS:

- that they have and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
- that all the answers, statements and representations made towards FIS during the application process were truthful and they warrant that they will respect any undertakings made during the same process on the understanding that these answers, statements, representations and undertakings form the basis of their appointment and of their obligations pursuant to this Agreement in addition and complement to any obligation specifically set forth herein.

## **20. ENVIRONMENTAL**

The Organiser acknowledges and agrees that respect for the environment is an important consideration in the organisation and staging of the Event. The Organiser shall carry out its tasks under this Agreement in a manner which duly considers the concept of sustainable development complies with the applicable environmental legislation and, whenever and wherever possible, serves to promote the protection of the environment.

## **21. MEDICAL SERVICES**

The Organiser is responsible for the provision of medical services according to the latest issue of the FIS Medical Guide which can be downloaded from:

<http://www.fis-ski.com/inside-fis/medical-antidoping/medical-publications/>

Such medical services must be available for athletes, officials, spectators and any other person attending, or being affected by, the Competitions. Medical facilities must be appropriately available as determined in article 1.2 of the FIS Medical Guide”.

The Event Venue shall include appropriate facilities to conduct Anti-Doping controls according to the FIS Anti-Doping Rules on the FIS Website:

<http://www.fis-ski.com/news-multimedia/news/article=anti-doping-rules.html>

## **22. INSURANCE**

The Organiser shall take care of full insurance coverage of its civil liability in connection with the organisation and staging of the Competition according to art. 212 ICR. Such insurance coverage shall include all members of the Organising Committee and of the Jury, including the FIS representatives. The minimum liability insurance amount shall be CHF 3'000'000.00 (three million Swiss Francs) for each incident.

The FIS will take care of full insurance coverage of the civil liability of the officers and staff members attending the event on behalf of the FIS who are not members of the Organising Committee and of the Jury.

The insurance coverage shall apply from the day before the first training day until (and including) the last day of the Event. The Organiser shall submit a copy of the relevant insurance policy to the Technical Delegate prior to the Event.

## **23. FIS ASSISTANCE**

The FIS undertakes to share its knowledge and expertise related to the organisation of World Cup events and to assist the Organiser in the planning, organisation and staging of the Event.

In particular, FIS shall provide:

- support by the Race Director(s) during the preparation phase as well as during the Event;
- the services of an equipment controller for the competitions;
- support from the FIS Marketing and Communications Department regarding the Event entertainment programme
- administrative support by supply of the relevant FIS World Cup documentation, including technical documentation, rules, quotas and info sheets;
- advice and support of timing and data issues by the FIS IT Manager;

## **24. TERMINATION AND CONSEQUENCES THEREOF**

### **24.1 Regular Term**

This Agreement enters into force upon signing of all parties and shall last until 30 days after the last day of the Competitions. The Organiser and the NSA remain fully liable for the fulfilment of their duties (especially the financial duties) as set out in this Agreement also after the termination date.

### **24.2 Early Termination**

Either party may terminate this Agreement immediately by giving written notice to the other if:

- that other party commits a material breach of any of its obligations under this Agreement and shall not remedy such breach (if the same is capable of remedy) within fourteen (14) days of being required by written notice so to do;
- that other party goes into liquidation whether compulsory or voluntary, or if an administrator or receiver is appointed over the whole or any part of that other party's assets, or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally, or threatens to do any of these things, or any judgement is made against that other party, or any similar occurrence under any jurisdiction affects that other party; or
- that other party ceases or threatens to cease to carry on business.

The FIS shall be entitled to suspend or terminate this Agreement immediately upon notice in the event that:

- any of the representations and undertakings given by NSA and/or the Organiser in this Agreement or otherwise prove to be untrue or inaccurate or are not respected and given full force and effect by or on behalf of NSA and/or the Organiser; or
- there are circumstances which, in the reasonable opinion of the FIS may endanger or jeopardize the successful conduct of the Competition and/or the safety of the competitors, the officers, the personnel, the audience or third parties;

### **24.3 CONSEQUENCES OF TERMINATION**

The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

Upon early expiry or termination of this Agreement:

- all of the rights granted to the NSA or the Organiser shall forthwith terminate and automatically revert to FIS;
- the FIS shall be entitled to grant all or any of the rights under this Agreement to any third party; and
- the FIS, the NSA and the Organiser will promptly return to the other all of the property of the other within their possession.

The right to terminate this Agreement shall in any event be without prejudice to any other right or remedy of the parties.

**25. INDEMNITY**

The NSA and the Organiser agree to protect, indemnify and hold harmless, jointly and severally, the FIS from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgments whatsoever (whether brought or threatened) arising directly or indirectly out of or in any way connected with claims linked with the NSA and/or the Organiser's acts or omissions in connection with the organisation and staging of the Event (or any part or aspect thereof) where such acts or omissions are in breach of their obligations and duties pursuant to this Agreement.

FIS agree to protect, indemnify and hold harmless NSA and/or the Organiser from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgments whatsoever (whether brought or threatened) arising directly or indirectly out of or in any way connected with claims linked with the acts or omissions of FIS in connection with the organisation and staging of the Event (or any part or aspect thereof) where such acts or omissions are in breach of FIS obligations and duties pursuant to this Agreement.

**26. WAIVER**

No delay or failure by either party to exercise any of its rights or remedies under this Agreement shall operate as a waiver by that party of any such rights or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to such rights or remedies deems fit.

**27. ASSIGNMENT**

This Agreement is personal to the parties and, except as provided otherwise in this Agreement, neither party may assign, transfer or sub-licence any of its rights or obligations hereunder without the prior written consent of the other party.

**28. NO JOINT VENTURE**

Nothing in this Agreement shall be understood as constituting a joint venture between the NSA and/or the Organiser and the FIS.

**29. AMENDMENT**

Any amendment to this agreement shall be in writing.

**30. LANGUAGE**

The original of this Agreement has been issued in English language. In any case of discrepancy between the English version of the Agreement and the version in another language, the English version shall prevail.

**31. NOTICES**

All notices to be served under this agreement shall be in writing and shall be served either by registered delivery or personal delivery to the addresses below or to such other address as a party may notify in writing. Notices shall be deemed to have been received on delivery if delivered by hand and, in the case of registered delivery, forty eight (48) hours after registration.

The NSA and the Organiser acknowledge and agree that service by the FIS of any notice hereunder on any one of them shall be deemed to be valid service of that notice by FIS on both of them.

Notices to FIS shall be served at the following address:

FIS, INTERNATIONAL SKI FEDERATION  
Blochstrasse 2, CH-3653 OBERHOFEN  
Attn: Sarah Lewis, FIS General Secretary  
Phone: + 41 33 244 61 61  
Fax: + 41 33 244 61 71  
email: lewis@fisski.com

Notices to NSA shall be served at the following address:

Tbd

Notices to the Organiser shall be served at the following address:

Tbd

## **32. SEVERABILITY**

In the event of any provision of this agreement shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this agreement so far as possible.

**33. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be subject to Swiss Law.

Any dispute which cannot be solved amicably shall be exclusively settled by an arbitral panel of the Court of Arbitration for Sport in Lausanne (Switzerland) in accordance with the provisions of the Code of Sports-related arbitration.

Oberhofen, Date.....

**INTERNATIONAL SKI FEDERATION**

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Gian Franco Kasper  
President

Sarah Lewis  
Secretary General

tbd, Date.....

**NSA**

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xxx  
xxx

xxx  
xxx

tbd, Date.....

**OC**

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xxx  
xxx

xxx  
xxx

Table of Exhibits

1 **Checklist for an Agreement between the NSA and the Organiser**

<https://cloud.fis-ski.com/public.php?service=files&t=072e271940b7c4727d3a046e796528cb>

2 **Accreditation System:**

<https://cloud.fis-ski.com/public.php?service=files&t=072e271940b7c4727d3a046e796528cb>

3 FIS Freestyle Ski Cross World Cup Marketing

<https://cloud.fis-ski.com/public.php?service=files&t=072e271940b7c4727d3a046e796528cb>

4 FIS Ski Cross World Cup Timing and Data Requirements

<https://cloud.fis-ski.com/public.php?service=files&t=072e271940b7c4727d3a046e796528cb>

5 Names and Logos of FIS and the World Cup Title Sponsor

<https://cloud.fis-ski.com/public.php?service=files&t=072e271940b7c4727d3a046e796528cb>

**Other important Links:**

**FIS Marketing Guide:**

<http://www.fis-ski.com/inside-fis/marketing-and-communication/marketing/documents-resources/index.html>

**Broadcaster Manual:**

<http://www.fis-ski.com/inside-fis/marketing-and-communication/marketing/documents-resources/index.html>