

EXHIBIT 1 TO THE AGREEMENT BETWEEN THE FIS, THE NATIONAL SKI ASSOCIATION AND THE ORGANISER

Check List

for issues to be regulated between the National Ski Association and the Organiser.

The FIS, the NSA and the Organiser have signed a binding and enforceable Organiser Agreement. This checklist shall indicate to the NSA and the Organiser certain issues which need to be regulated internally. The content of such internal regulation may depend on the local circumstances, the specific allocation of tasks between the NSA and the Organiser and the applicable national law. This checklist is not designed to replace already existing agreements between NSAs and Organizers but may serve as a guideline for those NSAs and Organisers who have not such a document in place or who want to review their co-operation.

	Issues	Possible Solution
1	The Courses	The Courses for the Competitions, the media centre and further locations for the other activities of the Event are set out in a plan attached as a separate schedule.
2	Obligations to the Organiser	
2.1	Allocation of tasks between the Organiser and the NSA	The Organiser shall execute all obligations relating to the proper organisation of the Competitions as set out in the FIS Organiser Agreement (including site inspections, preparation of the Courses, providing all necessary executing and supporting personnel, infrastructure, doping control facilities. The following additional tasks shall be executed by the NSA: _____ _____ _____
2.2	Establishment of an Organising Committee	The Organiser shall establish an Organising Committee according to art. 302 ICR and Clause 4 of the FIS Organiser Agreement. It shall include the Jury, the Technical Delegate appointed by the FIS (art. 303 ICR) and one or more representatives of the NSA in the Organising Committee. The Organising Committee shall establish written minutes of all its meetings and a final report of the Event. These minutes and the final report shall be made available to all members of the Organising Committee.
2.3	Promotion of the Event	The Organiser shall be responsible for the effective promotion of the Event.
2.4	Accommodation of officials of the NSA	The Organiser and the NSA shall agree on the number of rooms required for the NSA use in addition to the officially entered team and technical officials, as well as the terms for the rooms (e.g. free of charge, payment).

2.5	Accommodation of officials of the FIS	The Organiser is required to provide accommodation with full board free of charge for the FIS appointed members of the Jury, the equipment controller(s) and press coordinator(s). Furthermore, the Organiser is at liberty to invite other persons from the FIS management to attend the Event. Other members of FIS staff also wishing to attend the Event shall make a timely reservation for accommodation with the Organising Committee through the FIS discipline assistant.
2.6	Accommodation of Participants and Teams Personnel	<p>The Organiser shall</p> <ul style="list-style-type: none"> - 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. 8 WCR; - pay a contribution to the travel expenses of the top 30 athletes as set out in art. 8.1-8.2 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.
2.7	Prize-giving ceremony	The Organiser shall allow one or more representative(s) of the NSA who are nominated by the NSA to participate in the prize giving ceremony.
2.8	Activities before and after the Competitions	The Organiser shall set up an attractive programme of entertaining activities related to the Competitions. The details of the entertainment programme shall be communicated to the NSA timely before the opening of the Event.
3	Obligations of the NSA	
3.1	General Support	The NSA 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, the NSA shall forward in a timely manner all information related to the Cross-Country World Cup and the Event from the FIS, the marketing partners, sponsors, media and broadcasters to the Organiser, and vice versa.
3.2	Ambitious ski team	The NSA undertakes to prepare an ambitious ski team with the goal of a successful participation in the FIS World Cup and the Competitions to help to attract supporters and audience to the Event.

3.3	Representation of the Organiser's interest	<p>The NSA undertakes to the best of its capabilities to represent and secure the interests of the Organiser related to the Event in the FIS Committees and bodies. The NSA shall include a representative of the Organiser in the respective delegations to FIS Congresses and official FIS meetings at the Organiser's expenses.</p> <p>The NSA shall represent the interests of the Organiser towards governmental or local institutions, National Olympic Committees and towards the media.</p>
3.4	Promotion	<p>In addition to Clause 2.3, the NSA shall promote the Event through its usual communication channels and in the context of its regular NSA campaigns.</p>
4	Financials	<p>The FIS is entitled to keep all income from the title sponsor(s) of the FIS Ski World Cup and has no financial obligation towards the NSA and/or the Organiser with respect to the Event.</p> <p>All further income such as income from ticketing, licensing of broadcasting rights, merchandising, event sponsoring, catering, public subsidies and others related to the Event shall be retained by the NSA and the Organiser, to be allocated according to a separate table which may be attached as an Exhibit.</p>
5	Marketing Rights	
5.1	Principle	<p>Subject to any legal restrictions to sports-related advertising and in accordance with the FIS Advertising Guidelines and the advertising restrictions of the host broadcaster, the Organiser shall be entitled to grant all marketing rights related to the Event to sponsors and suppliers of its own choice.</p>
5.2	FIS World Cup Title Sponsors	<p>The Organiser shall fully respect the advertising and marketing rights granted to the FIS World Cup Title Sponsor(s) and the Data & Timing Sponsor(s).</p>
5.3	Restrictions on Product Categories	<p>The Organiser and the NSA shall mutually respect the following restrictions regarding the product categories and exclusivity rights already granted or reserved to sponsors of the other party or to the FIS World Cup Title Sponsor(s) and the Data & Timing Sponsor(s):</p> <p>_____</p> <p>_____</p>
5.4	Marketing Rights for NSA sponsors	<p>The Organiser shall grant or reserve the following advertising opportunities and visibility positions to NSA sponsors:</p> <p>_____</p> <p>_____</p>

6	TV Coverage	If the Organiser is not itself a party to the broadcast agreement or agency agreement regulating the broadcast of the Event, it shall still support the broadcaster in preparing the technical facilities and data which are required by the broadcaster, and to assist the broadcaster to the best of its capabilities to facilitate a high quality TV-transmission of the Competitions. The terms and details of the Organiser's support and the compensation of the Organiser's services shall be regulated separately.
7	Representations and Warranties	
7.1	By the Organiser	<p>The Organiser warrants and represents to the NSA</p> <ul style="list-style-type: none"> - 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 all the answers, statements and representations made towards the NSA and/or FIS during the application process were truthful and it warrants that it will respect any undertakings made during the same process on the understanding that these answers, statements, representations and undertakings form the basis of its appointment and of its obligations pursuant to this Agreement in addition and complement to any obligation specifically set forth herein.
7.2	By the NSA	The NSA warrants and represents to the Organiser 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.
8	Termination and Consequences thereof	
8.1	Regular Term	This Agreement enters into force upon signing of all parties and shall last until _____ (date to be agreed between the NSA and Organiser). 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.
8.2	Early Termination	<p>Either party may terminate this Agreement immediately by giving written notice to the other if</p> <ul style="list-style-type: none"> - 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

		<p>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</p> <ul style="list-style-type: none"> - that other party ceases or threatens to cease to carry on business; - the FIS Organiser Agreement has been validly cancelled. <p>The NSA shall be entitled to suspend or terminate this Agreement immediately upon notice in the event that</p> <ul style="list-style-type: none"> - any of the representations and undertakings given by 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 NSA may endanger or jeopardize the successful conduct of the Competition and/or the safety of the athletes, the officers, the personnel, the audience or third parties.
9	Indemnity	<p>The Parties agree to protect, indemnify and hold harmless, jointly and severally, each other from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgements 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 the other party 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.</p>
10	Notices	<p>Notices to the NSA shall be served at the following address:</p> <p>NATIONAL SKI ASSOCIATION OF XXXX</p> <p>Attn : Mr./Mrs. Phone: _____ + email:.....</p> <p>Notices to the Organiser shall be served at the following address:</p> <p>XXXX Attn : Mr./Mrs. Phone: + Email:.....</p>
11	Applicable Law and Arbitration	<p>This Agreement shall be subject to [Country] Law.</p> <p>Any dispute which cannot be solved amicably shall be exclusively settled by the [ordinary courts at the site of the Event].</p>