

FIS SKI CROSS WORLD CUP

XXX

AGREEMENT

between

THE INTERNATIONAL SKI AND SNOWBOARD FEDERATION (FIS)

and

tbd

(hereinafter the "NSA")

and

tbd

(hereinafter the "Organiser")

regarding

the Organisation of the World Cup Competition in
tbd

In view of the [recent](#) Covid-19 pandemic [and the global development](#) and the measures which may be imposed, [if necessary](#), by the authorities concerning the organisation of large scale sport events and travel restrictions, it may be necessary to adapt the overall calendar.

A number of clauses in this FIS World Cup Organiser Agreement 2022/2023 may be subject to eventual short notice adaptations in view of measures as a result of [the Covid-19 any new risk assessment of possible new](#) pandemic. Any such matters that refer to items contained in this agreement will be agreed in the [Event Task Force](#).

WHEREAS:

- A. FIS is the International Federation governing Cross-Country Skiing, Ski Jumping, Nordic Combined, Alpine Skiing, Freestyle Skiing and Snowboarding;
- B. The FIS World Cup is a series of 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 Ski Cross and Snowboard FIS World Cup result in individual results, overall rankings per type of competition (moguls, dual moguls, ski cross, ski cross mixed team, ski halfpipe, aerials, aerials team, ski slopestyle, snowboard parallel giant slalom, snowboard parallel slalom, parallel mixed team, snowboard cross, snowboard cross mixed team, big air, snowboard halfpipe, snowboard slopestyle) and an overall snowboard parallel, moguls, ski and snowboard park and pipe World Cup rankings.
- D. The organisation of the FIS Ski Cross World Cup competitions is entrusted to National Ski Associations, which are members of the FIS.
- E. The NSA has been appointed by FIS to organise certain Ski Cross competitions in tbd as part of the 2022/2023 FIS Ski Cross 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 SBFSFK 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 Ski Cross 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 The FIS Ski Cross World Cup in tbd scheduled to be staged at tbd including 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 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 FIS World Cup Competitions.

“FIS Race Director” means the head official appointed by FIS according to art. 2009.1 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 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 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 2004). 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 Ski Cross World Cup 2022/23 abbreviated as WC.

2. APPOINTMENT OF THE ORGANISER

Upon signature of this Agreement by all parties, and subject to applicable laws and regulations, FIS ~~definitively confirms the appointment hereby appoints of~~ the NSA to organise the Event as part of the calendar 2022/23 established during the FIS SBFSFK Committee meeting held online on 19.05.2022 and as confirmed subsequently by the FIS Council on 25.02.2022.

~~In view of the~~ It is understood that due to the Covid-19 pandemic and the global energy crisis and the measures which may be imposed by the authorities concerning the organisation of large-scale sport events and travel restrictions, it may be necessary to adapt the overall calendar.

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 or a confirmation to the effect that such an agreement is in place shall be provided to FIS. A checklist defining the elements to be included in such an agreement is set out in (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 FIS from time to time, in particular the Statutes, the ICR and the WCR. The Organiser shall follow the reasonable instructions given by FIS.

No competitions or activities directly associated with the Competitions other than those explicitly confirmed by 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. 2004 ICR. It shall include the Jury and the Technical Delegate appointed by FIS (art. 2003 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, Organising Committee 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 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 women and men to be held on tbd
- Ski Cross for women 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.

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~~ [commercially reasonable](#) efforts to implement it without further changes.

A provisional Event Schedule will be published on the FIS website.

The Event Programme will remain under regular review and agreed in the FIS Event Task Force in view of measures and restrictions as a result of the Covid-19 pandemic [and/or the global energy crisis](#).

7.2 Postponement or cancellation of Competitions

According to art. 1.3.1/ 1.3.2 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 2022/23 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 FIS. FIS may re-allocate such Competitions to a date as part of another World Cup event according to Rule 1.3.1/1.3.2. 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 FIS as part of the application procedure. The inspection report including answers and undertakings given by the 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 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-doods, 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.

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. 4.2, 5.2 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., 4.3.1, 4,3 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. 4.3.1 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 (Single Rooms) and full board for the following FIS officials.

Who	Ski Cross	Days
Race Director	1	6-10
Assistant Race Director	1	6-10
Referee	1	5-7
Technical Delegate	1	5-7
Course Advisor	1	8-10
Media Coordinator	1	5-7
Timing / Data	5*	5-7
Sponsor Representatives	tbd	5-7

*Modification in team size is possible due to operational circumstances.

9.2.1.1 Accommodation FIS Implementation Team

3-4 hotel rooms (single rooms with half board) for the FIS Implementation Team at the FIS rate of CHF 70.— per day.

9.2.2 FIS will ~~only~~ invoice the actual costs to the LOCs ~~or maximum the Global Fee of CHF 10'000~~ for the Technical Delegate, Course Advisor and Assistant Referee's travel expenses and fees. An invoice from the FIS Office will be sent to OC.

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. 1.2.10, 4.6.2 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 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, 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 defaulting National Ski Association'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 FIS (e.g. restricted area within the finish area) shall be accepted. [The Organiser shall use all commercially reasonable efforts to grant access cards for FIS film crews or film crews contracted by FIS to all accreditation areas to film non-race footage.](#)

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 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 FIS or another competent authority.

11. EQUIPMENT

Equipment used on Courses shall comply with the Homologation Reports issued by 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

<https://www.fis-ski.com/en/inside-fis/document-library/communications>

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, (except FIS World Cup Games and shared according Right to use agreement), 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 NSA shall use all commercially reasonable efforts to grant access to FIS to any media rights to the Competitions which are not sold and/or not exploited \('unused rights'\) by the NSA/the Organiser or their media rights licenses on a non-exclusive basis and in perpetuity for distribution on FIS owned and/or controlled digital outlets.](#)

Furthermore, the NSA/the Organiser shall use all commercially reasonable efforts to make available to FIS and to FIS' World Cup sponsor partners the worldwide, perpetual, non-exclusive right to:

- exploit up to three (3) minutes of footage of FIS' choice per Competition day not earlier than one (1) hour after the conclusion of the relevant Competition on FIS' and FIS' World Cup sponsor partners' owned and controlled digital outlets (including, without limitation, the FIS official website and App, YouTube, TikTok, Facebook, Twitter, Instagram, Periscope and Snapchat), the scope of use by FIS' sponsor partners to be agreed between the Parties and/or FIS' post-Event programming beyond their digital outlets; and
- use the NSA's/the Organiser's archive footage relating to previous editions of the Event within a reasonable scope to be agreed between the Parties for non-exclusive use in perpetuity for use on FIS' owned and controlled digital outlets (including, without limitation, the FIS official website and App, YouTube, TikTok, Facebook, Twitter, Instagram, Periscope and Snapchat) and/or FIS' post-Event programming beyond their digital outlets.

FIS is entitled to keep all income from the title and presenting sponsor(s) of the FIS Ski Cross World Cup, which is used for 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, FIS has been tasked with negotiating the marketing rights for the timing and data inserts. The net revenues 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.1.2.10) 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 Ski Cross 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:

In case, the NSA/LOC is not able to find a replacement for the title rights, the FIS Council approved at its meeting on 5th July 2022 to provide a financial guarantee of CHF 27'000.00 for each Event.

- If a NSA/LOC has sold the title sponsor rights – regardless of the amount – the LOC/NSA shall not be entitled to receive the guaranteed amount of CHF 27'000.00
- If a NSA/LOC has not sold the title sponsor rights, the guaranteed amount of CHF 27'000.00 shall be paid by FIS. In this case, this also means that all title sponsor rights and spaces – according to the marketing guide – will be used by FIS for its own purposes.

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

~~CHF tbd~~

~~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. Furthermore, the contribution is only paid after the event was held and the LOCs have to rise an invoice to FIS. The basis for any payments is a signed agreement.~~

~~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 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 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 Ski Cross World Cup" as well as the name and logo of 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 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 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 FIS as set forth in the Timing & Data Technical Requirements (Exhibit 4).

17.3 Use by Event Sponsors

Subject to clause 17.1, 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 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 FIS in a prominent position. The proposed lay-out and content of the programme shall be submitted to FIS for prior approval, such approval not to be unreasonably withheld or delayed.

19. REPRESENTATIONS AND WARRANTIES

19.1 By FIS

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 commercially reasonable 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 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 RESCUE & INTEGRITY

21.1 Regular Term

The Organiser shall set up and operate during all Event times (training and Competitions) an appropriate rescue service. Such shall include at least an experienced medical doctor as part of the emergency intervention team with helicopter on standby on site. Medical Services Recommended for Event Organisers are given in chapter 1 of the FIS Medical Guide <https://www.fis-ski.com/en/inside-fis/governance/medical-iss>.

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 <https://www.fis-ski.com/en/inside-fis/governance/medical-iss>

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.

21.2 Anti-Doping Controls

The Event Venue shall include appropriate facilities to conduct Anti-Doping controls according to the FIS Anti-Doping Rules on the FIS Website. If the event is subject to Doping Controls (as determined by FIS), FIS pays for the Doping Control services carried out by the FIS-appointed Doping Control Agency, whilst the local Organising Committee will be responsible for the logistical costs of the Doping Control Officers on site, including accommodation and meals for two to four persons depending on whether urine and blood Testing will be carried out. The LOC is also requested to arrange for Chaperones to assist with the Doping Control operations (normally between 4 – 7): <https://www.fis-ski.com/en/inside-fis/governance/fis-anti-doping>

The FIS shall be free to withdraw the right to host the Event awarded to the NSA without any compensation or penalty to the NSA, if the country in which the Event shall take place, or the respective National Anti-Doping Agency has been ruled non-compliant with the World Anti-Doping Code and declared ineligible under the WADA International Standard for Code Compliance by Signatories.

FIS shall withdraw the hosting right as soon as possible (but no later than thirty (30) days) after the declaration of non-compliance with the World Anti-Doping Code has become enforceable.

FIS shall be entitled to reimbursement of any Event-related payments already made to the Organizer and to full compensation.

The Event Venue shall include appropriate facilities to conduct Anti-Doping controls according to the FIS Anti-Doping Rules on the FIS Website. If the event is subject to Doping Controls (as determined by FIS), FIS pays for the Doping Control services carried out by the FIS-appointed Doping Control Agency, whilst the local Organising Committee will be responsible for the logistical costs of the Doping Control Officers on site, including accommodation and meals for two to four persons depending on whether urine and blood Testing will be carried out. The LOC is also requested to arrange for Chaperones to assist with the Doping Control operations (normally between 4 – 7):

<https://www.fis-ski.com/en/inside-fis/governance/fis-anti-doping>

21.3 Clean Sport Awareness & Education (Clean Sport Education):

The World Anti-Doping Code requires mandatory educational efforts and Awareness and Educational Activities at World Cup events which are scheduled in the FIS Educational Plan.

A cooperation activity in this regard can be creative and shall involve at least one of the activities listed below:

- Organiser to spread the Clean Sport message within their communication plans
- Organiser to make the Clean Sport message visual (FIS can provide the visual items for the team areas, venues and doping control station)
- Organiser to provide a space for educational activities (and to partner with FIS or the National Anti-Doping Agency) e.g. outreach space

- Organiser to include the Integrity Hotline Reporting mechanism into the official team information

FIS expresses its willingness to work with and advise the Organiser towards more best practice activities.

21.4 Safeguarding; Safe Sport:

The Organiser shall ensure the application of the FIS Snow Safe policy (available on the FIS website or through the FIS Office).

The Organiser is responsible that the FIS Integrity Hotline (or a national hotline of the Organiser) is being promoted at least within the official Team Information (and ideally in more spaces around the event).

FIS guarantees cooperation and advises on the implementation.

21.5 Covid-19:

The Organiser is required to review and conform to the FIS Covid-19 World Cup Risk Management and Testing Protocol which include the following publications of the World Health Organisation (WHO) providing a COVID-19 risk assessment and mitigation checklist in relation for sports event organisers:

Covid-19 Information: <https://www.fis-ski.com/inside-fis/covid-19-hub>

22. INSURANCE

The Organiser shall take care of full insurance coverage of its civil liability in connection with the organisation and staging of the Event 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 three million Swiss Francs (CHF 3'000'000.00) for each incident.

FIS will take care of full insurance coverage of the civil liability of the officers and staff members attending the event on behalf of 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

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, Communications and Event 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 thirty (30) days after the last day of the Event. 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.

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 the 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 the NSA and/or the Organiser; or
- there are circumstances which, in the reasonable opinion of FIS may endanger or jeopardize the successful conduct of the Competitions 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;
- FIS shall be entitled to grant all or any of the rights under this Agreement to any third party; and
- FIS, the NSA and the Organiser will promptly return to the other all of the property of the others 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, FIS 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 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 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 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 FIS.

29. AMENDMENT

Any amendment to this agreement shall be in writing.

30. NOTICES

All notices to be served under this agreement shall be in writing and shall be served either by email 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 by hand or by email. The NSA and the Organiser acknowledge and agree that service by 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 AND SNOWBOARD FEDERATION
Blochstrasse 2, CH-3653 OBERHOFEN
Attn: Niklas Carlsson, Deputy Secretary General
Phone: + 41 33 244 61 61

Fax: + 41 33 244 61 71
email: carlsson@fis Ski .com

Notices to NSA shall be served at the following address:

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

31. 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.

32. 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 AND SNOWBOARD FEDERATION

Michel Vion
Secretary General

Niklas Carlsson
Deputy Secretary General

tbd, Date.....

NSA

XXX
XXX

XXX
XXX

tbd, Date.....

OC

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 Ski Cross World Cup Marketing

<https://www.fis-ski.com/en/inside-fis/document-library/marketing#3bac7cbe84b9cce90a5e43d8>

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:

Broadcaster Manual:

<https://www.fis-ski.com/en/inside-fis/document-library/marketing#299c00b095dbea7ac53c6edb>