

### **EVENT ORGANISATION**

# AGREEMENT

# IAU 100 KM "AMERICAS" CHAMPIONSHIP 2017

# **LOCATION - COUNTRY**

version 20150101

International Association of Ultrarunners under the Patronage of the International Association of Athletic Federations 17, Rue Princesse Florestine, 98000 MONACO www.iau-ultramarathon.org

IAU 100 km American Championship Event Organisation Agreement

### **AGREEMENT**

This agreement is made on .....

between :

THE INTERNATIONAL ASSOCIATION OF ULTRARUNNERS 17, Rue Princesse Florestine MC 98000 MONACO hereinafter referred to as "IAU"

and :

*INSERT THE NAME AND ADDRESS OF FEDERATION* hereinafter referred to as "OM" (Organizing Member)

and :

# INSERT NAME OF THE LOCAL ORGANISING COMMITTEE hereinafter referred to as "LOC" (Local Organizing Committee)

#### WHEREAS :

The International Association of Ultrarunners ("IAU"), an association incorporated in terms of the laws of Monaco, comprised of national governing bodies for athletics and national ultrarunning associations, operating under the authority of the International Association of Athletics Federations ("IAAF"), is the world governing body for the sport of ultrarunning (distances beyond the marathon) and has the exclusive right to sanction and to stage certain international athletic competitions, including this event.

The OM is the IAAF and/or IAU Member Federation, governing the sport of athletics in the territory. The OM and the LOC have requested the IAU to consider their application to stage the event.

The IAU has selected the OM and the LOC to have the privilege and responsibility for organising and staging the event.

The IAU, the OM and the LOC wish to set forth in this agreement the terms and conditions upon which the OM and the LOC shall be granted the right to organise and stage the event.

Now therefore the parties agree as follows: IAU 100 km American Championship Event Organisation Agreement

1.		Subject to the terms and conditions of this agreement, the IAU entrusts the organisation and staging of the 2017 edition of the "IAU 100 km Americas Championship" to the OM and the LOC, jointly and severally, in accordance with the terms and conditions of this agreement, the IAAF competition rules and regulations and the IAU organisational (appendix A), technical (appendix B) and protocol (appendix C) guidelines. The event shall at all times be referred to as the "2017 edition of the IAU 100 km Americas Championship".
2.		The OM and the LOC hereby :
	2.1	Accept and undertake to fully comply with all their rights and obligations for the event contemplated by this agreement and, in particular to organise and stage the event in accordance with the terms and conditions of this agreement, the IAAF-competition rules and regulations and the IAU organisational, technical and protocol guidelines.
	2.2	Undertake to fully comply with the terms and conditions of the IAAF competition rules and regulations and the IAU organisational, technical and protocol guidelines, including by providing or ensuring the provision of all services, facilities and requirements set out therein, as appropriate for an ultra distance race.
	2.3	Acknowledge that the content and requirements of the IAAF competition rules and regulations and the IAU organisational, technical and protocol guidelines reflect the minimum policies and current requirements of the IAAF and the IAU which may evolve as a result of technological or other changes. The IAAF and the IAU reserve the right to modify, delete, supplement or otherwise amend the regulations and/or guidelines to their discretion and the OM and the LOC shall adapt to any such amendment.
	2.4	Acknowledge that the organisation of the event and the financial responsibility for staging the event and any obligations in connection therewith are their sole responsibility.
3.		The event shall take place on, at The title of the event shall be the " <b>xx<sup>th</sup> IAU 100 km Americas Championship</b> " and shall be an individual and a team competition.
4.		The OM and LOC shall :
	4.1	Assume the responsibility for the practical organisation of the

		event. The IAU needs to be informed about the names, competences and contact details of all the members of the LOC within 2 months of the execution of this agreement. The IAU shall nominate a Delegate who will in most situations be the IAU Area Representative. The Delegate shall be the
		liaison between the IAU, the OM and the LOC and will advise the latter on all matters related to the staging of the event generally, including logistics, general programme, timetable and ceremonies. The Delegate shall advise the LOC on all the technical matters related to the staging of the competition.
	4.2.	Understand the importance of many spectators for the success of the event and the sport of ultra running and undertake to use their best efforts to promote the event in a way to ensure the success for this for the event.
	4.3	Acknowledge that it is imperative to put the IAU logo on all advertising items issued by the organisation (event website, leaflets, posters and other printed matter). To this end the OM, LOC and IAU Delegate shall agree upon a template for the size and positioning of the IAU Logo on all such publications within 3 months of this agreement being concluded.
	4.4	Acknowledge that it is imperative to include the IAU sponsors on all advertising and publicity items as well as at the starting, finish, opening & award ceremony areas, press conferences and technical meeting. To this end the OM, LOC and IAU Delegate shall agree upon a branding plan within 3 months of this agreement being concluded.
5.		The OM shall ensure that the LOC submits a general organisation plan to the IAU for its prior written approval no later than two months after the appointment of the LOC. This plan shall include a budget and all relevant information in accordance with the terms and conditions of this agreement. It shall also set out the details of the organisation of the event and the manner and time-frame in which the OM and LOC intend to discharge their obligations hereunder. Once approved, any changes to the general organisation plan are subject to the IAU's prior written approval.
6.		Invitations for participation of international athletes belonging to countries, affiliated as IAU Member, shall be sent in accordance with established IAU and IAAF practices.
7.		The LOC shall :
	7.1	Provide the IAU upon request with written reports describing

	the status and progress of the plans for the organisation and staging of the event.
7.2	Not relevant
7.3	Provide full board accommodation, free of charge, for maximum 2 male and 2 female athletes per delegation for a maximum of 3 nights
7.4	Not relevant
7.5	Provide free full board accommodation for the IAU Delegate and this for the duration of the competition
7.6	Not relevant
7.7	Pay for the travel (economy ticket) and full board accommodation expenses for the IAU Delegate for the pre- race inspection visit (and other visits whenever this assistance is requested on site) <u>and</u> for their travel cost to the competition.
7.8	Work out a budget friendly accommodation plan for non- invited athletes and non-competitive persons who want to accompany the athletes. These costs should be equivalent, or less than the costs if the delegations would have paid if booking independently for this same accommodation. The LOC shall forward the official rates to the IAU along with the General Information Sheet.
7.9	Provide and pay for medical services (e.g. medical equipment on-site for emergency cases) and organise a doping control system for the event, in accordance with the IAAF Medical Guidelines and the IAAF Procedural Guidelines for Doping Control and this for a minimum of 6 athletes. The doping control shall consist of standard urine testing.
7.10	The LOC have to provide Medical Trained Professional onsite to diagnose sports-related injuries or illness. The Medical Trained Professional should be able to assist or appoint another individual to accompany any athletes to the hospital.
7.11	Provide proof of the cooperation with an authorised laboratory by sending the IAU an understandable version of the agreement with the laboratory, 3 months prior to the competition. This individual or his appointee must be able to translate and stay onsite at the hospital until the patient is released and allowed to leave the hospital.

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	7.12.	Organise an opening and award ceremony in accordance with the IAU protocol guidelines (appendix C). The medals for the victory ceremony shall be provided by the IAU.
	7.13	The organisers shall, at their own expense, secure an insurance policy to cover the risk of general liability or damages resulting from or arising out of the organisation and staging of the event. An understandable proof of this contract shall be forwarded to the IAU, 3 months prior to the competition.
	7.14	Provide, when requested, meeting and conference facilities, equipped with the required communication devices (appendix A).
8.		Not relevant
9.		The IAU shall provide information and guidance, if requested, on technical and organisational matters.
10.		The broadcasting rights outside the host country and other media rights of the event are the property of the IAU. The IAU may assign the rights to the OM or the LOC for the purpose of assisting athletes to participate.
11.		The failure or inability of any party to comply with the terms and conditions of this agreement because of strike, earthquake, war or civil war, riots, fire, floods, labour disputes, terrorist acts or any other event beyond the control of the IAU and or the OM / LOC shall not be deemed to be a breach of this agreement. In such case the IAU shall be entitled to withdraw the event from the host country and to terminate this agreement or to suspend the performance of all obligations for the period during which such force majeure event makes performance impossible or impracticable.
12.		<ul> <li>The IAU may terminate this agreement forthwith by written notice:</li> <li>due to an event of force majeure as specified in clause 11</li> <li>when the IAU believes on reasonable grounds that the LOC is unable to perform its obligations under this agreement because of changes occurring after the execution of this agreement, provided that at least 14 days notice is given to the LOC to enable it to convince the IAU that it is able to meet its obligations.</li> <li>when fundamental changes occur after the execution of this agreement in the nature of the event, which affect the organisation and staging of the event.</li> <li>if the OM and/or the LOC fail to comply with any of</li> </ul>

	their material obligations and do not remedy such failure within 30 days after being called upon to do so by written notice.
13.	The parties acknowledge and agree that this Event Organisation Agreement is the complete and exclusive statement of mutual understanding of the parties and that this EOA cancels all previous written and oral agreements and communications where they are in conflict with the subject matter of this agreement. Any variation or addition to this agreement shall be in writing only.
14	Any dispute arising out of this agreement or its implementation shall be resolved by arbitration in terms of the IAAF Rules

In witness whereof, the parties have executed this agreement in 3 copies by their duly authorised representatives on the day and year first written above.

### INTERNATIONAL ASSOCIATION OF ULTRARUNNERS

Hilary Walker General Secretary Dirk Strumane President

### ORGANISING MEMBER

General Secretary

President

### LOCAL ORGANISING COMMITTEE

General Secretary

President

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