



## WÜRTH MODYF ISMF WORLD CUP SKI MOUNTAINEERING

Xxxx World Cup – xxxxxx, country

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### AGREEMENT

between

THE INTERNATIONAL SKI MOUNTAINEERING FEDERATION (ISMF)

and

THE NATIONAL FEDERATION

xxxxxx

(hereinafter the "NF")

and

THE LOCAL ORGANISING COMMITTEE OF

Xxxxxxxxx World Cup – xxxxx, country

(hereinafter the "LOC")

Regarding

the Organisation of the WÜRTH MODYF ISMF World Cup Ski Mountaineering

Xxxxxxxxx World Cup – xxxxx, country

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## WÜRTH MODYF ISMF WORLD CUP SKI MOUNTAINEERING

### WHEREAS:

- ISMF is the supreme authority for all matters concerning ski mountaineering competitions; ISMF is the international non-governmental body administering the ski mountaineering competitions and is therefore entitled to organise and operate all ski mountaineering World Cups, World Championships and Continental Championships competitions;
- ISMF's principal purposes are the regulation, promotion, development, supervision and furtherance of international competitive ski mountaineering on a worldwide basis;
- ISMF is, pursuant to its Statutes, responsible for and undertakes – inter alia - “to encourage, promote, develop and supervise ski mountaineering competitions worldwide; (...) to establish the rules and standards to organise international competitions; to decide which international ski mountaineering competitions are officially recognized by the ISMF; (...) to award licences and contracts to members and other organisations that seek authorization to organise official international competitions and associated activities; (...) to promote the equality of rewards, prizes and prize-money; (...) to respect the Olympic Charter and developing the sport towards possible programme status in the Olympic Games; (...) to ensure/provide the promotion of the sport in the media and the international competitions of the ISMF calendar; to look actively and provide incomes for the proper functioning of the sport”;
- The WÜRTH MODYF ISMF World Cup Ski Mountaineering is a series of ski mountaineering competitions held each winter season with athletes representing teams of various National Federations and which takes place at various sites around the world;
- The competitions of the WÜRTH MODYF ISMF World Cup Ski Mountaineering result in individual results, overall rankings per type of competition (Individual, Vertical, Sprint, Mixed Relay) and an overall World Cup ranking;
- The organisation of the WÜRTH MODYF ISMF World Cup Ski Mountaineering competitions is entrusted to National Federations, which are members of the ISMF;
- The NF has been appointed by the ISMF to organise certain ski mountaineering competitions in xxxxxxxx as part of the 2022/ 2023 ISMF World Cup Ski Mountaineering;
- The NF has delegated all or certain tasks, rights and duties related to the organisation of the Event to xxxxxxxx as Organiser;
- ISMF has the supervision of the ISMF World Cup Ski Mountaineering called for the season “WÜRTH MODYF ISMF World Cup Ski Mountaineering”; hereinafter referred to as "WC";
- ISMF has among its objectives to expand and increase interest and awareness of international ski mountaineering competitions and the number of supporters of this sport, as a provider of sports marketing services with the tasks of planning, promoting and setting up a range of business activities and programmes and having their subject matter in the

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- to achieve their objectives the ISMF has signed a collaboration agreement with a company for the management and implementation of media; the personnel of this company will operate during the WC as ISMF designee;
- the management of the marketing rights in connection to the WC are in possession of the ISMF, whereas certain rights are transferred to the NF and/or the LOC for this specific event for exploitation;
- The NF and/or the LOC declares to accept the following rules, which have been approved by ISMF and are applicable in their current version of the season in which the race takes place:
  - the “Guidelines for organising international ski mountaineering competitions”;
  - the “Rules for registering events in the ISMF calendar”;
  - the “Sporting Rules & Regulations” and the “Ranking Rules & Regulations”;and to have read and understood them in all their parts (hereinafter referred to as “the ISMF Rules”).

### 1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms shall have same meaning as in the ISMF Statutes and the ISMF Rules. All ISMF Rules are available on the ISMF website [www.ismf-ski.org](http://www.ismf-ski.org). In case of discrepancy, the definitions in this Agreement shall prevail over the definitions in the ISMF Statutes, then the ISMF Rules.

- **“Agreement”** means this agreement regarding the organisation of the **WÜRTH MODYF ISMF WORLD CUP „Venue“, „Year“** event.
- **WÜRTH MODYF ISMF World Cup Ski Mountaineering** is the seasonal ski mountaineering races circuit included by ISMF in its World Cup calendar, duly authorized by ISMF and monitored by ISMF officials, in accordance with the ISMF Rules and standards that the NF and/or the LOC declares to accept after having read and understood it in all its parts.
- **“Parties”** means jointly the ISMF, NF and the LOC.
- **“Event”** includes all Races, training sessions, qualifications, pre-race preparation in warm-up, official ceremonies (including opening and closing ceremonies, prize awards and bib draw ceremonies) as well as all other events to be held at the sites of the Event as part of the official programme, usually from the start of the official opening ceremony to the last award ceremony or the closing ceremony.
- **“Races”** means all competitions of the ISMF sanctioned World Cups, World Championships and Continental Championships taking place during the 2022/2023 Season.
- **“Sites”** means all places and areas where the Races will be held, such as the start area (including installation), the course (including warm-up and competition areas), the finish area, any location used for award ceremonies and presentations, the business/media/sponsor centre, race office and headquarters and/or the air space above the aforementioned

WÜRTH MODYF ISMF WORLD CUP SKI MOUNTAINEERING areas.

- **“Territory”** means the entire world.
- **“Event Facilities”** means all locations, offices, receptions and meeting room facilities used for official purposes connected to the Event (including award ceremony facilities, race office, accreditation office, meeting rooms used for official meetings [team captain meetings, press conference rooms, rooms for announcements or presentations], press centre, service infrastructures).
- **“European Broadcasting Union”** is the Media Partner of the ISMF, hereinafter named EBU.
- **“Commercial Village”** means the area that, during each ISMF Event, will be set up near the finish and starting lines of the race track and which is reserved for LOC, destined to host the LOC sponsor stands as well as initiatives organised by LOC and/or ISMF, offices for accredited press and various services intended for athletes (e.g., relaxation point, Internet connection). The Commercial Village should be located outside TV camera range.
- **“Media Rights”**: ISMF has granted to the EBU the following Media Rights for exercise in the Territory in and to all Events held during the Term: the exclusive, transferable Television Right, the non-exclusive Radio Right and the non-exclusive Fixed Memory Carrier Right. Notwithstanding the exclusive nature of the Media Rights granted by ISMF to the EBU under this Agreement, throughout the Term and the territory, ISMF shall be entitled to reserved rights for ISMF Nominees (see later in this document). For the sake of clarity, the ISMF Nominees means any ISMF member federation, NF and/or LOC and/or athletes participating in an Event.
- **“Television Right”** shall be understood in the widest sense of the term, as it may be used from time to time, and shall mean the right to distribute the Events live and/or deferred, wholly or in part, by means of any Linear Television Service or Non-Linear Television Service.
- **“Fixed Memory Carrier Right”** means the right to produce and to distribute any pre-recorded video device, including DVDs, laser discs, CD-ROMs and any other form of video carrier, whether now known of hereafter invented, destined for private home viewing, but excluding any Linear Television Service or Non-Linear Television Service.
- **“Live streaming”** means live streaming, broadcasting or simulcasting to end users over the open internet, simultaneously, except for technical delay.
- **“Advertising and Commercial Rights”** means the right to use, exploit and market each, the Advertising Spaces and Commercial Rights relating to the Races under the terms and conditions set forth in this Agreement.
- **“Advertising Spaces”** means each, the spaces and surfaces available for advertisements and commercial identifications at and around the sites in accordance with the ISMF regulations, therein including each, the spaces and surfaces available for the placement of panels, banners, athletes’ bibs, competition bibs, flags, signs, logo identifications, TV/data

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walls and backdrops for interviews, air balloons, stands, tents, inflatable  
and any other advertising space and surface of any kind.

- **“Commercial Rights”** means each right and opportunity that may be granted to sponsors, official suppliers and commercial partners of any merchandising category, therein including naming rights, merchandising and promotional activities, marketing supplies, sampling activities, hospitality rights or the like.
- **“Media and Advertising Sports Services”** means the services provided by ISMF and/or its designees as better defined hereinafter as explained later.
- **“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).
- **“Logo”** means ISMF’s name, trade name, brand name, logo, features and the WC LOGO as communicated by the ISMF.
- **“Website”** means the World Wide Web site dedicated to the Sport and ISMF Competitions, located at URL <http://www.ismf-ski.org> registered by ISMF and implemented by ISMF.
- **“Damages”** means liabilities, damages, awards, settlements, losses, claims and expenses, including attorney's and technical experts' fees, costs and expenses.
- **“Third parties”** means any individual, corporation, private or public authority, limited-liability company, partnership, firm, joint venture, association, federation, foundation, joint-stock company, trust or other entity or organisation in any part of the world, including a government or political subdivision or an agency or instrumentality thereof, different from the PARTIES.
- **“ISMF Rules”** means all regulations issued by the ISMF including specifically but not limited to the ISMF Statutes. All ISMF Rules are available on the ISMF website [www.ismf-ski.org](http://www.ismf-ski.org).
- **“ISMF Official Delegate”** means the person of the ISMF who officially represents the ISMF at the Event.
- **“ISMF Event Director”** is the highest ISMF official during the race.
- **“ISMF Technical Delegate”** is the technical delegate of the ISMF.
- **“ISMF Referee(s)”** is/are the referee/s appointed by ISMF for the Event.
- **“ISMF Ranking Manager”** is responsible for the computerized management of the ISMF ranking.
- **“ISMF designees”** are professionals who have a working relationship with the ISMF in TV production, the implementation of commercial space managed by the ISMF, in the field of marketing and communication, in the field of image promotion, in the sector of media (TV industry, photo, press, etc.).

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- **“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 preparation and directly carries out the running and financing of the Event as a principle, the NF shall be responsible for the proper organisation of the Event and may delegate all or certain tasks, rights and obligations related to the Organisation of the Event to an affiliated club or another legal entity which then becomes the Organiser and party to this Agreement.
- **“LOC – Local Organising Committee”** is the group of persons or entity which executes the rights, duties and obligations related to the organisation of the Event.
- **“ WÜRTH MODYF ISMF World Cup Ski Mountaineering”** means the ISMF Ski Mountaineering World Cup 2022/23 abbreviated as WC.

## 2. APPOINTMENT OF THE ORGANISER

Upon signature of this Agreement by all parties, the ISMF definitively confirms the appointment of the NF to organise the Event as part of the calendar 2022/2023 established by the countersigned application of the Event and the relevant inclusion in the ISMF Calendar.

The NF has delegated the tasks, rights and obligations related to the Organisation of the Event to the Organiser. The NF and/or the LOC must 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 the ISMF. The check-list defining the elements that should be included in such an agreement is present on the ISMF website. Notwithstanding any specification in this Agreement, the NF and the Organiser shall be jointly and severally liable for the proper organisation of the Event in accordance with the terms of this Agreement and the ISMF Rules.

## 3. GENERAL OBLIGATIONS OF THE LOC

The Event and the Races shall be organised in strict compliance with the applicable ISMF Rules at present in force in current version of the season in which the race takes place, or amended by the ISMF from time to time, in particular the Statutes and the ISMF Rules. The LOC shall follow the reasonable instructions given by the ISMF.

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

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The LOC shall establish an Organising Committee to carry out the tasks, rights and obligations defined in this Agreement and in the ISMF Rules, more specifically the following key criteria:

- A safe and fair sustainable event for the athletes.
- High quality events with consistent brand and standards.
- Spectacular events showcasing the event venue through media exposure and significant spectator audiences.
- Delivery to a worldwide audience through digital platforms.
- Opportunity to bring international visitors to the host event venue.
- Deliver high quality opportunities and total satisfaction to sponsors.
- Sport development opportunities and legacy for the ISMF and NF.
- Development opportunities for the community and corporate participation.
- Large numbers of spectators.
- High quality experience for all participants.
- Any other obligation stated in this Agreement.

#### **4. THE LOCAL ORGANISING COMMITTEE**

The Local Organising Committee shall be composed according to “Guidelines for organising international ski mountaineering competitions”.

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

The LOC shall use the ISMF language (English) in all official documents and meetings (official programme, Team Captain Meetings, Jury meetings, LOC meetings with international participation, etc.).

The LOC commits to pay in full what due to the ISMF as described in the Event hosting and Media fee according to the Annex A on the basis of the following instalments:

- 1. Instalment: by xxxxx: xxxxx € as first down payment;
- 2. Instalment: by xxxxx: xxxxx € as second down payment;
- 3. Instalment: within 30 days after the day of the last event competition day: remaining amount after deducting the amount of the registration of said event.

In any case, if the LOC decides to cancel the event, the ISMF shall withhold the invoiced deposit/s until that moment.

#### **5. FURTHER OFFICIALS**

The NF and the LOC acknowledge that further officials may be delegated by the ISMF and the NF.

#### **6. THE COMPETITIONS**

##### **6.1 The World Cup Races**

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The Event shall consist of the following Competitions:

- XXXXXXXX
- XXXXXXXX
- XXXXXXXX

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

In the event that competitions are organised within/in proximity to a ski resort, the LOC commits to establish the maximum collaboration with the latter for the use of snow cats and ski lifts where and when necessary (bad weather conditions etc.).

## 6.2 Possible organisation of non-World Cup “open” races

The LOC may organise a non-World Cup open race during the World Cup event by respecting the specifications set in the ISMF Rules in force. Anyway, this race shall be organised on non-race days of the Event (i.e., rest day) and shall be totally independent from the ISMF races and shall not cause problems to the World Cup event.

## 7. THE EVENT SCHEDULE

### 7.1 Elements of the Event Schedule

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

- The Competitions (including trainings, inspections, free skiing on race hill, etc.);
- Public Official Presentation and bib number announcement ceremonies;
- Official Ceremonies: Flower Ceremony, Award Ceremony, Top five Ceremony, etc.;
- Team Captain Meetings.

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

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

EBU will be consulted for the days allocation and starting times as long as Live streamed competitions are concerned.

Once the Event Schedule has been approved by the ISMF Event Director, the LOC shall use its best efforts to implement it without further



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

According to ISMF Rules and in particular due to events of Force Majeure affecting the Competitions or other World Cup competitions, the Event Schedule may be amended by applying track of type B, C etc., which have to be approved by the ISMF in advance. Alternatively, the Competitions may be cancelled, 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 2022/2023 calendar.

Subject to compliance with ISMF Rules, the Event Jury may change the times of the Competitions or may even cancel a Competition. EBU shall be consulted in case of a LIVE streamed competition re-scheduling.

As a principle, the right to stage a Competition which has been cancelled returns to the ISMF. The ISMF may re-allocate such Competitions to a date as part of another World Cup.

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 the ISMF Event Director.

### **7.2.1 Cancellation policy**

The ISMF shall cancel the Event always if the minimum number of participating nations (5 nations) is not reached. In this respect, the ISMF may ask 3 weeks before each Event how many nations and rough numbers of athletes are going to participate.

Final decision upon cancellation of any ISMF event will be done no later than 3 weeks before each relevant event. The decision shall be jointly taken by the LOC and the ISMF.

In the event of cancellation of any ISMF Event, the policy applying is described at point 4 of this Agreement.

## **8. THE EVENT VENUE**

### **8.1 In General**

The Event Venue including the Course and all Event Facilities have been inspected by the ISMF as part of the application procedure. The inspection agreement including answers and undertakings given by LOC is subject to the inspection and will be agreed with the ISMF Event Director. The Event Venue shall respect the “ISMF Sporting Rules & Regulations” and the “Guidelines for organising international ski mountaineering competitions”.

The LOC undertakes to maintain or, to the extent required in the inspection report, timely improve the Event Venue. Any material

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changes in any element of the Event Venue or any delay into the installation of the Event Venue shall be immediately notified to the ISMF.  
Upon request, the ISMF Event Director and/or its designees shall have unrestricted access to the Event Venue at any time (including during the preparation period).

## **8.2 Races**

### **In General:**

- The LOC shall regularly report to the ISMF Event Director on the state of preparation of the Races (including the snow conditions in the period prior to the Competitions).
- An appropriate preparation and maintenance of the Races is of the essence of this Agreement. The LOC shall apply all reasonable measures to ensure that all Races are ready on time in the best possible conditions. In particular, the LOC shall implement all measures requested by the ISMF Event Director.
- The LOC shall be responsible for the Races, in accordance with ISMF "Sporting Rules & Regulations". Any measure requested by the ISMF Event Director shall be implemented.

## **9. PARTICIPANTS AND TEAMS PERSONNEL**

### **9.1 Qualification**

Registered participants qualified in accordance with the ISMF Rules and within the applicable quotas shall be timely entered the respective Competitions by their NF.

### **9.2 Registrations to the races**

Registrations to ISMF Races are entirely managed by the ISMF.

The LOC delegates the ISMF to collect the registration fees of its event in its name and on its behalf. According to this, the LOC shall issue receipts for the registrations to the National Teams through the used registration system.

In addition, the LOC accepts that the ISMF withholds the amount of the registrations cashed for said event which will be then deducted from the payment of the last instalment (3. Instalment) to be paid by the LOC as described at point 4 of this contract.

Registration to open race/s will not be managed by the ISMF. Anyway, the LOC can contact the timekeeping company working on the World Cup Event to ask for a quote for the registrations and starting numbers/bibs supply.

### **9.3 Travel, Accommodation and Board**

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The LOC shall comply with the requirements set forth in the ISMF Rules.

Accordingly, the LOC shall:

- provide appropriate accommodation and board for participants and officials within the applicable quotas; the maximum price and during the specified periods will be 100 Euros/person (full board) and 80 Euros/person (half board); all expenses for accommodation and board for teams are in charge to respective NF;
- provide, free of charge, the service areas necessary for the storage and preparation of skis either in the hotels or in separate facilities;
- 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.

### **9.4 Travel, Accommodation and Board for ISMF Officials**

The LOC is expected to provide free accommodation and full board for the following ISMF officials and staff according to the Event hosting and Media fee charts at the Annex A.

The ISMF Office will provide the LOC with the list of its appointed referees/provider staff's names and their arrivals and departures dates in good time prior to the event.

### **9.5 Prize-money**

The LOC shall pay out the minimum prize-money (gross amount which will be then deducted of any withholding tax in force in the country) in connection with each Competition according to ISMF Rules. The Organiser is however entitled to pay out a higher than the minimum prize-money.

### **9.6 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 NF(s) and/or the participants concerned shall be entitled to claim from the Organiser and/or the NF repayment of their reasonable expenses.

Under the same circumstances, the NF(s) and/or the participants may assign their claims to the ISMF, which will then be entitled to request the respective payments from the Organiser and/or the NF. This may be enforced by debiting the amount from the organising NF's ISMF financial support.

### **9.7 Failure of a National Federation to comply with its duties**

If a NF fails to fully comply with its duties (especially its financial duties)

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directly related to the Event, the ISMF shall assist the NF and/or the LOC  
in the enforcement of the respective claims. This may be enforced by  
debiting the amount from the organising NF's ISMF financial support.

## **10. ACCREDITATION**

The LOC shall establish an accreditation plan including the standard access areas or similar set in the "Guidelines for organising international ski mountaineering competitions".

The LOC shall issue accreditation with appropriate access areas for the various groups that include athletes, team officials, service personnel, NF officials, sponsors, partners, VIPs, special guests, etc. according to the accreditation matrix in the "Guidelines for organising international ski mountaineering competitions" in force.

In all cases, the access to the Races is restricted and subject to additional on-course permits issued under the control of the ISMF Event Director.

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

The accreditation plan proposed by the LOC must be approved by the ISMF.

## **11. EQUIPMENT**

Equipment used by the athletes on Races shall comply with the ISMF Rules.

## **12. TIMING AND DATA**

Timing and data services shall be provided by a company in accordance with the provisions of the global Timing and Data Agreement between this company and the ISMF.

In the event an open race is organised, the timing and data service has to be established and coordinated directly between the LOC and the company providing the service.

## **13. PRESS AND MEDIA**

The LOC shall provide adequate working facilities and a professional press and media service. The press and media service shall be established and operated in conformance with the instructions of the ISMF Office as well as of the ISMF Marketing & Communication Department as described in the "Guidelines for organising international ski mountaineering competitions".

### **13.1 The LOC press officer**

- is appointed by the LOC and the NF. The LOC is responsible for ensuring the recruitment, the quality of work and the salary of the press officer.
- The LOC press officer must work in cooperation with the ISMF press officer.

## 14. MEDIA AND BROADCAST RIGHTS

### 14.1 LIVE Streaming & Exploitation model (Free-to-Air)

The EBU shall use all reasonable efforts to promote the Events and Competitions in close cooperation with ISMF.

The EBU agrees to use its best efforts to achieve, throughout the Territory, the widest possible coverage and promotion of the Events and Competitions. In particular, the EBU shall use best efforts that the Events and Competitions will be broadcasted on the EBU Members' digital free-to-air channels and platforms.

The EBU will use the OTT platform <https://tv.ismf-ski.org/> to secure additional exposure of the Events in parts or all of the Territory as appropriate and depending on the exclusivities granted to the Authorized Broadcasters. It is EBU's intention that the OTT platform will include the coverage of other events from the Eurovision Sport sports media rights portfolio and ISMF shall benefit of cross promotion for ISMF, the Events and ISMF stakeholders (e.g., LOCs and athletes).

### 14.2 ISMF Reserved Rights for ISMF and its Nominees

Notwithstanding the exclusive nature of the Media Rights granted by ISMF to the EBU under this Agreement, throughout the Term and the territory, ISMF shall be entitled to:

- **During Race Video Clips** ISMF, ISMF Nominees and Sponsors are entitled to embed and use Clips with a maximum duration of ninety (90) seconds of footage during a Competition with no time embargo.
- **After Race Video Clips** ISMF, ISMF Nominees and Sponsors shall be entitled to embed and use Clips solely on their Dedicated ISMF Platforms after conclusion of the accordant Competition and no longer than ninety (90) seconds per Competition.
- **After Event Day Video Clips** ISMF and ISMF Nominees shall be entitled to embed and use after the conclusion of the relevant Event on their Dedicated ISMF Platforms a compilation of Clips of each Event Day's Competitions which may include up to three (3) minutes in aggregate of footage of the relevant Event Day's Competitions. No such Clip shall contain more than thirty (30) seconds of consecutive Competition footage, and the Sponsor's use of such footage shall be solely to promote their products and services.
- **Streaming on Dedicated ISMF Website** ISMF is entitled to Livestreaming the Events on the Dedicated ISMF Website and on LOC Website but limited through geo-blocking to territories notified by the EBU. EBU shall provide ISMF with a respective feed to enable ISMF to the respective Livestreaming. ISMF shall be enabled to stream on the Dedicated ISMF Website after the Competition even on geo-blocked territories unless the Authorized Broadcaster provides such service on its channels/platforms and objects to the parallel use on the Dedicated

For the sake of clarity, the **ISMF Nominees** means any ISMF member federation, LOC and/or athletes participating in an Event.

## 15. TV PRODUCTION

EBU will act as a host broadcaster for one competition (xxxxxxx) during the Term for a **LIVE streaming production** and/or for a Near LIVE content creation/background stories. The selected competition is in full accordance with the production philosophy summarized in Technical Annex (see Annex B).

## 16. ADVERTISING RIGHTS

Subject to the terms of this Agreement, NF and/or LOC grant(s), transfer(s) and assign(s) to ISMF on an exclusive basis the right to exploit 50% (fifty-percent) of the Advertising and Commercial Rights available for the Races, as detailed in the following clause, taking into consideration that the remaining 50% (fifty-percent) will be granted to the relevant NF/LOC on the basis of the marketing plan that ISMF will communicate in writing to the LOCs.

All advertising and commercial markings and supports used at the Event shall comply with the technical specifications set forth in the ISMF “Guidelines for organising international ski mountaineering competitions”. The LOC shall respect the rights assigned to the ISMF Sponsor(s) as specified below.

**16.1** The Advertising and Commercial Rights hereby granted, transferred and assigned by the LOC to ISMF under this Agreement include, without limitations, the following:

- the Advertising Spaces at the race site(s) to be exploited by ISMF on an exclusive basis, including, inter alia, the following surfaces:
  - athletes’ competition start numbers (bibs), if applicable, (including leader bibs, trainings, forerunners, etc.);
  - banners and flags (whether in TV positions or not) in the official warm-up and competition areas, along the track (between the start/finish structure), within, around, behind and above the finish corral;
  - video and data walls;
  - start installations, official warm-up and competition areas;
  - gate flags and course markers;
  - arrival and finish line installations;
  - interview walls;
  - award ceremony areas, including backdrops and podiums;
  - media bibs;
  - inflatables;
  - stands, tents, inflatables or other structures at and around the Sites, including any area surrounding the location of the Races, such as the race office, main press centre, headquarters, etc.

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- to appoint official sponsors, suppliers and commercial partners to the Races for any product and service in any merchandising category, therein including title sponsors with the right to have their name included within the title of the Races (through naming of the World Cup such as “[Company] ISMF World Cup” or similar) and the same title used in all official publications related to the Races;
- to grant to sponsors, suppliers and commercial partners advertising rights and commercial identifications on and within official publications and printed materials issued in connection with the Races, including, with no limitations, on and within:
  - 1/3 (one/third) of the advertising space on the cover page of the official programme of the Event;
  - official printed materials such as Races’ souvenir programmes, information bulletins, press releases, official posters, starting lists, results lists, official letterheads, entry tickets, accreditation passes, ticket application leaflets, flyers and other similar materials;
  - the ISMF and the LOC’s official Website;
- to grant to sponsors, suppliers and commercial partners the right to set up stands, tents, hot-air balloons or any other structure for commercial use or commercial identification, and to carry out sampling or other promotional activities in, at and around the site(s);
- to exploit exclusively other advertising rights in, at and around the site(s) through all media already existing or that may exist in the future, as agreed with the ISMF, including but not limited to specific advertising (e.g., on-snow advertising and right to name portions or the entire track of a particular event);
- any advertising through public announcement systems or similar audio and/or video systems at the site(s) (such as video walls and scoreboards);
- any future Advertising and/or Commercial Rights of any kind now unknown. Should new advertising surfaces or spaces, sponsorship rights or commercial opportunities be identified by the ISMF, by the NF or by the LOC, any and all of them will automatically be part of the rights granted by way of this Agreement;
- to appoint timekeeping and data processing partners to the ISMF-sanctioned World Cup, World Championships and Continental Championships. Such partners shall be entitled to on-screen credits, subject to applicable laws, regulations and relevant codes of practice.

**16.2** The Advertising and Commercial Rights herein granted, transferred and assigned to ISMF are fully exclusive up to 50% (fifty percent) of the spaces and surfaces available for advertisements and commercial identifications at and around the site(s), which means that no third party has or will have, or manage, any of the aforesaid rights, or any conflicting

- 16.3** In connection with each Race, the respective LOC shall retain, for its commercial sponsors and for its institutional partners (jointly “LOC Sponsors”) up to 50% (fifty percent) of the advertising opportunities within the TV camera range (always calculated for each Race), according to ISMF’s marketing plan. The use of the abovementioned advertising positions shall be in any case agreed upon between the parties and shall not be assigned to companies that might be in competition with ISMF Sponsors. To this extent and in line with the parties’ undertakings in the Agreement covering the 2022/2023 winter season, the LOC shall inform the ISMF of the names and product categories of the companies to which it may assign the abovementioned spaces before approaching the said companies and the ISMF shall have the right to deny its approval if any such assignment jeopardises the exclusivity granted to any of its clients. “Institutional partners” of the LOC represent the name of the Venue, the name of the ski resort, the Province, the Region (whether touristic or political), the Country and/or the Government. Each LOC shall minimize the number of its LOC Sponsors to a maximum of 3 (three) per Race and none of these LOC Sponsors shall be allowed to have an advertising surface percentage higher than 20% (twenty percent) of the total advertising opportunities within the TV camera range left to the LOC. Nevertheless, LOC is allowed to replace one (or more) of its partners by another partner from competition day to competition day.

In respect of percentages allocation of the sponsors areas within the TV camera range, the ISMF shall grant fair appearance opportunities to the sponsors of both parties.

In connection with each Race, each LOC shall retain, for its LOC Partners advertising positions outside TV camera range, in the so-called “Commercial Village”.

The exploitation of the abovementioned advertising opportunities shall be at LOC’s and/or its LOC Partners’ exclusive care and costs and shall be primarily submitted to the ISMF for approval. Such approval not to be unreasonably withheld.

If the LOC should not be able to sell 50% (fifty percent) of the advertising opportunities within the TV camera range no later than 30 (thirty) days before the respective ISMF Event, the unsold advertising opportunities shall be assigned or transferred to the ISMF, which shall be free to assign such spaces to others ISMF’s sponsors.

- 16.4** The ISMF shall also have the possibility to place a roll-up with the names of its Manufacturers Pool members in a position to be agreed with the Media Production and Implementation Team.

## **17. EXPLOITATION OF ADVERTISING AND COMMERCIAL RIGHTS**

For the exploitation of the Advertising and Commercial Rights herein



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granted and assigned to ISMF, the LOC undertakes to provide the following facilities for all Races, free of any charge and cost.

**17.1** All the facilities required for the installation of all advertising materials at the site(s), in good technical conditions and in conformity with the applicable ISMF regulations, at least 48 (forty-eight) hours prior to each Race or training, shall be in accordance with the provisions set forth below:

- starting area: sufficient space and electricity to accommodate two inflatables of 2x1m and 3m high. Sufficient space for banners and flags in the inflatables area (before the start line about 50m length and after the start line about 50m on both sides). The surface shall be regular and without gradients along the entire perimeter;
- finishing area: sufficient space and electricity to accommodate two inflatables of 2x1m and 3m high. Sufficient space for banners and flags in the inflatables area (before the finish line about 50m length and after the finish line about 50m on both sides). The surface shall be regular and without gradients along the entire perimeter. The LOC shall communicate to ISMF the specifications of the spectators' delimitation installation (if planned wooden frames, nets, etc.) in the start and finish area.

**17.2** The LOC shall make available, in case of need and upon the request of the ISMF Implementation Team:

- all appropriate means of transportation (e.g., ski lifts, snow cats, snow mobiles, piste-machines, vans, 4x4 SUVs, helicopters [where available], etc.) for the installation and dismantling of the advertising materials, for the entire period necessary to complete the aforesaid operations;
- the manpower consisting of 1 (one) person to be at ISMF Implementation Team's disposal for the transportation, installation and dismantling of the advertising materials, in connection with each Race, and in any case starting 1 (one) day prior to the first Race up to and including the following day of the last Race day;
- in case of wind or bad weather conditions during any day of Races, each LOC shall make their best efforts to provide the manpower consisting of 8 (eight) people to ensure safety surveillance on the course advertising positions, as required by the ISMF.

**17.3** In connection with all Races, the LOC shall:

- use and print any logo, commercial identification or advertisement that will be sent by ISMF to the LOCs within

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30 (thirty) days before the beginning of each scheduled Race on official publications and printed materials relating to the Races, in compliance with ISMF's requirements. The LOCs shall request ISMF's written prior approval for all layouts before printing or issuing such materials;

- request and obtain, at its exclusive care and charge, all licenses and/or permits from local or national authorities or sport organizations or any other third party, as necessary in order to ensure ISMF and/or its designees full exploitation of all Advertising and Commercial Rights hereof. All taxes, charges and duties (if present) in connection with any licence and/or permit, as well as any other tax, charge or duty relating to the Advertising and Commercial Rights, shall be at the LOC's exclusive care and cost.

Furthermore, the LOC shall provide the ISMF, free of any charge and cost, with:

- accreditations and ski passes enabling ISMF's personnel (ISMF staff, ISMF Media Production Team, ISMF Implementation Team) and other people designated by the ISMF and/or its designees to access the site(s) during the entire Race period, consisting of:
  - "All access" accreditation for ISMF TV Production and Implementation Team granting, with no limitations, free access to the entire area of the Races;
  - Ski passes;
  - car passes and entry permits, close to the site(s), as per ISMF's request for its personnel, designees and/or guests;

In connection with the TV transmission of the Races, the ISMF and/or the LOC shall cooperate to find the best possible advertising positions and spaces, including by holding pre-season or pre-Race track inspection with ISMF's representatives, and shall furthermore ensure that:

- during the entire duration of the Races, the competitors will wear the bibs;
- banners, installations and other materials for commercial identification of the ISMF sponsors will not be hidden or otherwise obscured by officials, coaches, workers on the track, spectators or other people.

## 18. SERVICES AND CONSIDERATIONS ON ADVERTISING RIGHTS

### 18.1 Implementation Team

The ISMF, together with the Implementation Team, shall be responsible for the implementation of its clients' advertising materials and shall bear any cost of the related implementation services, which will be provided by adequate number of staff people ("IMPLEMENTATION TEAM") for

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transportation and installation of the advertising materials. One volunteer of the LOC shall be at complete disposal of the Implementation Team for the whole duration of the event in support of it.

The ISMF Implementation Team shall define the positions of the advertising opportunities of the LOC Sponsors, which will be implemented at LOC's and/or its LOC Sponsor's exclusive care and costs according to the ISMF Implementation Team instructions.

## **18.2 Materials and services provided by the ISMF Implementation Team**

The materials and services provided by the ISMF Implementation Team (free of charge) are:

- Inflatables in the start area;
- Inflatables in the finish area;
- Advertising material of ISMF Sponsors for the race tracks (banners, flags, inflatables etc.);
- Material of the ISMF (banners, flags) for the race tracks;
- Backdrop for flower and award ceremonies and official interviews;
- Plastic band for the track (used for example in the Sprint race climb).

## **19. INTELLECTUAL PROPERTY**

### **19.1 In general**

The official name and logo of the World Cup which is **WÜRTH MODYF ISMF World Cup Ski Mountaineering** as well as the name and logo(s) of the ISMF are the sole property of ISMF (the ISMF logos will be communicated by the ISMF Office).

The LOC 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.

### **19.2 Event Publications**

The LOC shall reproduce the names and logos communicated by the ISMF 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

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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 ISMF.

As a general rule, the official name and logo of the World Cup including the name of the sponsors and the name and logos of ISMF 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 layouts provided by the ISMF as set forth in the Timing and Data Technical Requirements. See the "Guidelines for organising international ski mountaineering competitions".

### 19.3 Use by Event Sponsors

The LOC 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 includes the name of the World Cup Title Sponsor, and it does not create the impression that the Event Sponsor is also supporting the overall World Cup circuit; and it complies with the graphic specifications provided by the ISMF.

## 20. THE EVENT PROGRAMME

The LOC 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 the ISMF "Rules for organising international ski mountaineering competitions".

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

- one full colour advertising page in a premium location for use by the World Cup Title Sponsor;
- three full colour advertising pages for use by the World Cup ISMF Sponsors;
- one full colour advertising page for EBU;
- one full colour advertising page for use by NF;
- a message to the audience provided by ISMF.

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one colour page to EBU partner.

The cover page of the Event Programme shall bear the official name and logo of the ISMF World Cup Ski Mountaineering as well as the name and logo of the ISMF in a prominent position. The proposed layout and content of the programme shall be submitted to the ISMF Marketing & Communication Department for prior approval, such approval not to be unreasonably withheld or delayed. See the “Guidelines for organising international ski mountaineering competitions”.

## **21. REPRESENTATIONS AND WARRANTIES**

### **21.1 By the ISMF**

The ISMF represents, warrants and undertakes to the NF 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 athletes in the Competitions.

### **21.2 By the NF and the LOC**

Both the NF and the LOC warrant and represent to the ISMF:

- 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 ISMF 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.

## **22. Pandemic**

In the event of a pandemic situation, the LOC acknowledges and agrees to comply with the terms and conditions settled in the ISMF Rules in force which will be systematically communicated by the ISMF. For cancellation policies due to pandemic, please refer to point 7.2.1 of the Agreement.

## **23. SUSTAINABILITY**

The LOC acknowledges and agrees that respect for the environment is an important consideration in the organisation and staging of the Event. The LOC shall carry out its tasks under this Agreement in a manner which duly considers

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the concept of sustainable development complies with the applicable environmental legislation and, whenever and wherever possible, serves to promote the protection of the environment. The LOC agrees to accept any sustainability procedures established by ISMF and to deliver the requested documentation to monitor the Event.

#### **24. MEDICAL SERVICES**

The LOC is responsible for the provision of medical services to provide maximum assistance to athletes involved in Competitions. Such medical services must be available for athletes, officials, spectators and any other person attending, or being affected by, the Competitions. The LOC must ensure compliance with the recommendations of the ISMF Rules and in accordance with local civil protection regulations. In addition, the LOC must send to the ISMF office a medical/rescue plan for the event two weeks before the start of the event. It has to be signed by the Event Director appointed on the event of pertinence. The medical plan must include a medical station/ambulance in the departure/arrival area/s.

#### **25. INSURANCE**

The NF and/or the LOC must have adequate insurance as required in the host country to cover civil liability and event cancellation. The coverage shall include all members of the Organising Committee and of the Event and Technical Jury, including the ISMF representatives. The minimum liability insurance amount shall be Euros 3'000'000 (three million Euros) or equivalent for each Event.

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

The insurance coverage shall apply from the first day of work of the LOC staff until (and including) the last day of the Event. The Organiser shall submit a copy of the relevant insurance policy to the ISMF Event Director at least 30 days prior to the Event.

#### **26. ISMF ASSISTANCE**

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

In particular, the ISMF shall provide:

- support to the ISMF Event Director and ISMF Technical Delegate during the preparation phase as well as during the Event;
- the services of an equipment controller for the competitions;
- support from the ISMF Marketing and Communications Department regarding the Event programme;

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- administrative support by supply of the relevant ISMF World Cup documentation, including technical documentation, rules, quotas and info sheets;
  - advice and support of timing and data issues by the ISMF Ranking Manager.

## **27. TERMINATION AND CONSEQUENCES THEREOF**

### **27.1 Regular Term**

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

### **27.2 Early Termination**

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

- that other party goes into liquidation whether compulsory or voluntary.
- that other party ceases or to carry on business.

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

- any of the representations and undertakings given by NF 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 NF and/or the Organiser;
- there are circumstances which, in the reasonable opinion of the ISMF 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.

### **27.3 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 NF or the Organiser shall forthwith terminate and automatically revert to ISMF;
- the ISMF shall be entitled to grant all or any of the rights under this Agreement to any third party;
- the ISMF, the NF 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

**28. INDEMNITY**

The NF and the LOC agree to protect, indemnify and hold harmless, jointly and severally, the ISMF 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 NF and/or the LOC 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.

**29. 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.

**30. ASSIGNMENT**

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

**31. NO JOINT VENTURE**

Nothing in this Agreement shall be understood as constituting a joint venture between the NF and/or the LOC and the ISMF.

**32. AMENDMENT**

Any amendment to this Agreement shall be in writing.

**33. 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.

**34. 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.



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The NF and the LOC acknowledge and agree that service by the ISMF of any notice hereunder on any one of them shall be deemed to be valid service of that notice by ISMF on both of them.

Notices to ISMF shall be served at the following address:

**ISMF - INTERNATIONAL SKI MOUNTAINEERING FEDERATION**

Piazza G. Mellano, 4B 12084 Mondovì (CN) Italy

Attn.: Roberto Cavallo, ISMF General Manager

Attn.: Valeria Ponzo, ISMF Office

Phone: +39 0174 554755

Mobile: +39 334 7022775

Office contact: [valeria.ponzo@ismf-ski.org](mailto:valeria.ponzo@ismf-ski.org)

Notices to NF shall be served at the following address:

Name of the NF

Attn:

Phone:

Fax: Email:

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

Name of the LOC

Attn:

Phone:

Fax:

Email:

### **35. 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.

### **36. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be subject to Swiss Law. Any dispute arising from or related to the present Agreement, which cannot be solved amicably, will be submitted exclusively to the Court of Arbitration for Sport in Lausanne (Switzerland) and resolved definitively in accordance with the Code of Sports-related arbitration. The language of the arbitration will be English.

### **37. DATA PRIVACY**

For the protection of the juridical entity of the LOC with regard to the processing of their personal data and the free circulation of the same, guiding this processing to the principles of lawfulness, fairness and transparency, pursuant to EU Regulation 2016/679 (GDPR) or other additional legislation applicable to the matter, and in relation to the personal data of which INTERNATIONAL SKI

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MOUNTAINEERING FEDERATION ('Controller') will come into possession –  
through said agreement – and will process it, the information is provided in  
Annex C which must be undersigned by the LOC.

**SIGNATURES**

**ISMF International Ski Mountaineering Federation**

ISMF Legal Headquarters  
c/o Libra Law - Maison du Sport International  
54, Avenue De Rhodanie  
Case postale 30  
1000 Lausanne-3  
Switzerland

|   |            |
|---|------------|
| ISMF President<br>Mrs. Regula MEIER                     | Signature: |
| ISMF Vice-President Sport & Events<br>Mr. Pierre DUPONT | Signature: |

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**NF National Federation**

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|--|------------|
| NF President or General Secretary<br>Mr./Mrs.<br>_____ | Signature: |
|--|------------|

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**LOCAL ORGANISING COMMITTEE OF xxxxxxx**

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|                                    |            |
|------------------------------------|------------|
| LOC President<br>Mr./Mrs.<br>_____ | Signature: |
|------------------------------------|------------|