

# **<Event Name>**

## **<Location, Year>**

### **Preamble**

Through this legally binding agreement are regulated the mutual rights and obligations of the parties concerned, namely the International Orienteering Federation (henceforward IOF) and the <Organising Member Federation> (henceforward <ORG>) regarding the <Event name> (henceforward The Event).

### **1. Purpose of this Agreement**

1.1 The IOF hereby commissions <ORG> to organise The Event in <Location> in <Year>. The agreement defines the roles and responsibilities of the IOF and <ORG> in relation to The Event and the general conditions under which <ORG> has agreed to organise the said event.

### **2. The Objectives of The Event**

2.1 The objective is to stage The Event as a prominent orienteering event, raising the profile of orienteering in <Location> and world-wide. Therefore, <ORG> agrees to stage The Event in accordance with the following IOF principles.

The Event shall:

- provide a worthy competition for the athletes;
- promote the sport of orienteering in general;
- provide a safe and enjoyable environment for the athletes and promote positive interaction between national teams;
- market the sport of orienteering by paying attention to the spectators and media experience (on-site and virtual), and the services required by the media representatives and partners/sponsors; and
- provide reasonable entry fees and accommodation and transport charges to enable as many runners and member countries as possible to take part.

2.3 The IOF and <ORG> agree that The Event may be a source of income to <ORG>, the intention of which is to cover the costs associated with staging this event. The profit should, however, be related to income from venue and sponsorship agreements and from other external sources and not to income from the participating teams and other representatives of the IOF or its members.

### **3. The Event Plan**

3.1 An Event Plan forming the basis for The Event, and setting out the agreed framework (dates, programme and venues), management team, finances and infrastructure needed to plan and implement the event will be produced by <ORG>. The Event Plan will be agreed and signed by both parties within three months of signature of this agreement.

3.2 If agreement and signature of the Event Plan has not been reached within six months of signature of this agreement then this agreement becomes null and void.

3.3 The Event Plan is a dynamic document and may be subject to change after contract signature. These changes can be agreed between the SEA (see clause 6.3) and the Event Director in writing. Such changes may be acted upon immediately but must be reviewed and incorporated into the plan within one month.

#### **4. Rules and Guiding Documents**

In preparing and implementing The Event, <ORG> is bound by the following documents which shall form the basis for the Event Plan:

- this Partnership Agreement including its appendices;
- any supplementary agreement deemed necessary and signed later;
- the Competition Rules for the discipline of The Event valid as of the date of signature of this agreement;
- the Organisers Guidelines for The Event valid as of the date of signature of this agreement;
- the IOF Anti-Doping Rules valid at the time of The Event;
- the Administrative guidance for organisers of IOF Events valid as of the date of signature of this agreement;
- the IOF Protocol Guide valid as of the date of signature of this agreement;
- the IOF Sponsor Guide (if applicable) valid as of the date of signature of this agreement;
- the IOF Branding Guide valid as of the date of signature of this agreement;
- the International Specification for Orienteering Maps (discipline specific), valid as of the date of signature of this agreement; and
- the IOF IT Guidelines valid as of as of the date of signature of this agreement.

<ORG> will make every reasonable effort to incorporate into The Event any changes to the IOF rules and guidelines between the signature of this agreement and the time of The Event.

#### **5. Competition Name and Logo**

5.1 The name of The Event is <Event Name>.

5.2 <ORG> is entitled to use an event logo of its own. The Event logo shall however incorporate any IOF corporate branding or Title Sponsor branding which is valid for The Event.

5.3 The IOF logo and the branded event logo shall appear on all materials produced for The Event.

#### **6. Roles and Responsibilities**

##### ***6.1 Ownership***

The name <“Event Name”> and all rights related to The Event except where otherwise expressly set out in this agreement are owned by the IOF.

##### ***6.2 Overall Roles and Responsibilities***

6.2.1 <ORG> has overall responsibility for the preparation and implementation of The Event. The composition of the <ORG> team (organising committee) setting out both leading positions and individuals are shown in the Event Plan.

6.2.2. <ORG> is responsible to gain experience about The Event through the exchange of information with previous organisers. This should include visits by the <ORG> team to previous events.

##### ***6.3 Planning and Event Advising***

6.3.1 The IOF has decided to appoint an IOF Senior Event Adviser (SEA) for The Event. The appointment of the SEA is at the sole discretion of the IOF. The SEA has the

responsibility to ensure that the event is prepared and implemented in accordance with the documents mentioned under clause 4 above.

6.3.2 The IOF may decide, at their sole discretion, to appoint one or more Assistant Event Adviser(s) to work together with the SEA, and to provide any required additional expertise.

6.3.3 In co-operation with the IOF, <ORG> agrees to appoint and cater for one or more National Controller (NC) subordinate and reporting to the IOF appointed SEA. The National Controller must be an IOF licensed Event Advisor with experience of international elite level events and must be approved in advance by the IOF SEA.

6.3.4 The SEA, AEA(s) and NC(s) comprise the EA-Team, under the leadership of the SEA. The primary role of the EA-Team is to advise, and closely co-operate with <ORG> in all matters related to The Event. The members of the EA-Team shall be mentioned in the Event Plan.

#### **6.4 Governing Bodies**

6.4.1 The IOF's highest authority for The Event is the IOF Council, acting via the Event Supervisory Board (ESB) which consists of 3 Council members and the IOF CEO. The ESB may take action based upon its own observations, or may be called upon by the EA-Team. The ESB shall be informed about the progress of the implementation of The Event by the SEA.

6.4.2. The IOF Council has delegated to the SEA to exercise the power of the IOF in relation to <ORG>, with the exception of matters related to TV and internet rights, advertising and sponsorship contracts which, unless otherwise agreed, shall be referred to the IOF CEO.

6.4.3 Should a deviation from this agreement or the documents mentioned under clause 4 above become necessary, the SEA shall arbitrate the decision, after consultation with the IOF <Discipline> Orienteering Commission. Should a deviation be of such significance that this agreement needs to be changed; the matter shall be referred to the ESB who is the final arbitrator.

#### **6.5 Voiding of The Event and other sanctions**

6.5.1 The IOF Council can void the sanctioning of The Event in the following circumstances:

- <ORG> fails to comply with the rules as set out in 4 above
- <ORG> fails to comply with, or deviates from the agreed Event Plan or the SEA's directives.
- If the IOF finds that adequate security for the competitors, teams and organisers cannot be guaranteed

<ORG> cannot claim damages in this case.

6.5.2 <ORG> can void the implementation of The Event in the following circumstances:

- force majeure
- inability to guarantee adequate security for the competitors, teams and organisers
- on advice from the Government or its agents e.g. the outbreak of an infectious disease or major environmental restrictions.

6.5.3 Should deviations from the rules and guidelines in clause 4, which have not been previously notified and regulated in accordance with clause 6.4.3 above, have a detrimental effect on the quality or delivery of The Event, the IOF shall have the right to impose sanctions upon <ORG> for breach of contract. Such sanctions shall be in

relevance to the incurred breach and may include, financial compensation, loss of organising rights for future events and/or loss of membership rights for a defined period.

## **7. Competition Hosting**

7.1 The date, competition format, and any other activities shall be set out in the Event Plan. The date and programme can only be changed by mutual written agreement of both parties but must be published no later than 24 months prior to The Event.

## **8. Other activities**

### ***8.1 General***

8.1.1 The Event is an orienteering festival, the primary activity of which is the <Event Name>. The programme may also include other events and meetings as described below in clauses 8.2-8.3. <ORG> shall, in co-operation with the IOF, co-ordinate the programme of The Event in such a way that the character of the various activities is taken into account.

### ***8.2 Meetings, seminars and other activities***

8.2.1 The programme for The Event may include the organisation of IOF meetings and seminars and other activities as outlined in Appendix 1 to the agreement. <ORG> agrees to make freely available appropriate meeting facilities for any such IOF meetings and seminars. <ORG> will appoint an English-speaking contact person to work closely with the IOF Office in the organisation of the meetings and seminar program.

### ***8.3 Other events***

8.3.1 The IOF agrees that public races may be organised in parallel with The Event. Any public races held shall be subsidiary to the event in all aspects of organisation.

## **9. Finance**

### ***9.1 Entry Fee***

9.1.1 The entry fee for shall be agreed between the IOF and <ORG> at least 18 months prior to The Event. Fees shall be based upon previous practice and the general objectives of this agreement (see clause 2. above).

### ***9.2 Sanction Fee for the Organising Rights***

9.2.1 The sanction fee pertaining to the organising rights for The Event is <x> EUR.

### ***9.3 Cost of Event Advising***

9.3.1 The IOF shall pay the costs of the travel to and from the event venue for planned visits of the SEA and the AEA(s), whereas local costs (accommodation, board and local transport) shall be borne by <ORG>.

9.3.2 However, <ORG> shall pay all expenses incurred for any additional SEA and AEA visits deemed necessary by the IOF to ensure that The Event is organised in accordance with The Event Plan and the documents in clause 4 above. Such visits shall be notified to <ORG> in accordance with the disputes procedure under clause 16 below.

9.3.2 All costs for the National Controller(s) shall be borne by <ORG>.

## **9.4 Anti-Doping Tests**

9.4.1 The costs and management for any doping tests that must be carried out at The Event shall be borne by the IOF Anti-doping fund which is made up of contributions from athletes licences and event organisers. <ORG> shall make a contribution of <y> EUR to the fund.

9.4.2 <ORG> shall provide a local contact person for Anti-doping matters and shall provide local infrastructure for testing in accordance with IOF requirements, i.e. appropriate testing facilities and athlete chaperones.

## **9.5 Public Liability Insurance**

9.5.1 The Event shall be covered through a public liability insurance policy purchased by <ORG>. <ORG> shall provide a copy of the insurance certificate to the IOF at the latest 3 months prior to the Event.

## **9.6 Event Management Services**

9.6.1 The IOF supports the organisers of major IOF events by purchasing event management services, and it is obligatory to use the IOF Eventor management system for The Event. This service is included in the sanction fee (see clause 9.2) paid by <ORG>.

9.6.2 Should the EA-team deem it necessary, to fulfil the IT quality requirements set for IOF major events, the IOF may negotiate any additional agreements required for the provision of IT Services (including punching, time-keeping, arena production and media services) to supplement any agreements made by <ORG>. <ORG> agrees to utilize and pay the costs of such a contract if necessary.

9.6.3 <ORG> shall guarantee that a homepage for the event is maintained for a minimum period of 24 months following the event. The event homepage shall, in any case, not be closed until all relevant event information is transferred to IOF Eventor.

## **9.7 Other Costs**

### *9.7.1 Accommodation and Transportation*

<ORG> will help the teams to find suitable accommodation during The Event, with affordable options for all IOF member federations. The cost of any obligatory transportation to and from all competitions and activities shall be part of the entry fee for participants belonging to the teams.

### *9.7.2 Services for the Media*

The media representatives shall have the possibility to choose which services they require, and the various services such as accommodation, catering, and transport, shall therefore be priced separately.

There shall be no accreditation fees for media.

### *9.7.3 Prizes, medals and certificates*

The IOF shall provide <ORG> with engraved medals and certificates in sufficient number, one month before the Event. The medals shall be provided with ribbons by <ORG>. Otherwise, the IOF and <ORG> agree to provide prizes in accordance with the 'Competition Rules for IOF Foot Orienteering Events'.

An IOF representative shall be called upon to award any prizes provided by the IOF. The expenses of the said IOF representative are borne by the IOF. In general, the dignity of the ceremonies shall be preserved as stated in the 'Competition Rules for IOF Foot Orienteering Events' and the 'IOF Protocol Guide'.

#### *9.7.4 Prize Money*

Local prize money may be awarded at the discretion of <ORG>. Any prize money awarded shall be distributed equally between the genders.

Prize money which is to be paid by the organiser to the IOF for awarding the best athletes at the end of the season is specified in Appendix 3 to this agreement.

#### *9.7.5 IOF VIP Treatment and Access*

The Event is governed by the IOF. Therefore, the IOF management (e.g. President, Secretary General, Council members and Commission chairpersons), as well as the Jury members appointed by the IOF for The Event, shall have free access to VIP areas and stands set up by <ORG>. Further, IOF shall be offered the possibility to set up VIP areas of its own. <ORG> may charge for facilities and space provided, should the IOF choose to set up such a VIP area. Any charges shall be agreed in advance. IOF will inform <ORG> 2 months in advance at latest if they will set up their own VIP area.

### **9.8 Payment terms**

9.8.1 Invoices for the above fees will be sent to <ORG> by the IOF in accordance with the agreed payment plan in Appendix 2 to this agreement. Payment terms are 14 days from date of invoice.

9.8.2 If <ORG> should be late with payment of fees, the IOF will have the right to charge 10% interest on the amount which is unpaid. Should <ORG> become significantly late in their payment of the fees, the IOF will have the right to assess additional sanctions such as restrictions on the allocation of and participation at IOF events, loss of voting rights or loss of membership rights.

## **10. Information and Marketing**

10.1 The main point of contact between the IOF and <ORG> is the SEA. In case of communication between other relevant bodies (i.e. in relation to sponsorship matters), a copy of such correspondence shall be sent to the SEA for information.

10.2 The IOF shall have the right to monitor the preparatory work at the organisational and technical level.

10.3 <ORG> shall supply the SEA with an English summary of the minutes from the official meetings of the organising committee. The IOF shall have the right, at its own expense, to attend meetings of the organising committee.

10.4 <ORG> shall co-ordinate the marketing efforts and the dissemination of information in relation to The Event. The communications and marketing activities shall be planned in close co-operation with the SEA and IOF Office.

## **11. TV, Webcasting and Internet Rights**

11.1. The TV, Webcasting and Internet Rights for The Event will be handled as described in Appendix 4 to this agreement.

## **12. Advertising and Sponsor Partnerships**

12.1 Advertising and Sponsorship Rights for the Event are described in Appendix 5 to this agreement.

## **13. Post-event Evaluation**

13.1 <ORG> shall submit to the IOF a follow-up report no later than 90 days after the conclusion of The Event, including a financial statement. A set of printed competition maps shall be sent to the IOF Office immediately following the event.

## **14. Other Rights**

14.1 As the governing body of the sport, the IOF is entitled to carry out its business at The Event without compensation to <ORG>; it includes meetings and seminars, co-operation with IOF's sponsors, raising the IOF's profile through its presence at essential activities such as by an exposition in a booth or similar at the main event centre, and at competition centres in centrally located promotional tents.

14.2 The IOF may use local facilities free of charge, unless this constitutes a significant cost to <ORG>, in which case a fee may be charged. Any charges shall be agreed in advance.

14.3 The IOF agrees to inform <ORG> as early as possible, but no later than 2 months before The Event if any seminars or meetings are planned.

## **15 Changes**

15.1 This agreement may be changed by mutual consent. The party proposing the change should notify the other party in writing. The other party must respond in writing within one month of receipt of the letter of proposal. Agreement must be reached within a further month of the initial response. The change must be signed and incorporated into the agreement in writing immediately. Any change not agreed within two months of the first written proposal shall be void.

## **16 Disputes**

16.1 Any disputes arising out of, or in connection with, this agreement shall initially be referred to the IOF Office and the <ORG> Office for resolution. Both shall acknowledge and agree the initial date of notification and make every effort to resolve the dispute.

16.2 If the matter remains unresolved 14 days after such a referral the dispute shall be put in writing by the President of the party raising the dispute to the President of the other party. Both Presidents will make every effort to resolve the dispute within 30 days. If resolved the subsequent resolution will be put in writing, agreed and signed by both parties.

16.3 If the dispute still remains unresolved then either party may take the dispute to arbitration. This will be carried out at a court set up in accordance with the Statutes and Regulations of the Court of Arbitration for Sport based in Lausanne, Switzerland. The rulings of this court shall be binding to the parties of this Partnership Agreement.

**17. Law**

17.1 This agreement will be subject to Swedish Law.

**18. Validity of the Agreement**

18.1 This partnership agreement is valid from the last signing date until three months after the conclusion of The Event, or until all terms and conditions of this agreement have been fulfilled, whichever is the later.

**19. Copies of the Agreement**

19.1 This agreement has been signed in two identical copies, one for each of the two contracting parties.

For the IOF

For <ORG>

\_\_\_\_\_ 2017

\_\_\_\_\_ 2017

\_\_\_\_\_  
Leho Haldna  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Thomas Hollowell  
Secretary General/CEO

\_\_\_\_\_  
Secretary General



**Appendix 1 to Partnership Agreement**  
**<Event name>**  
**<Location, Year>**

**Meetings and Activities in connection with The Event**

***1. Other meetings and seminars***

The Event programme may include IOF Council and Commission meetings and seminars. <ORG> will make available appropriate meeting facilities for any such IOF meetings and seminars. The IOF may use the meeting facilities free of charge. The IOF will inform <ORG> at the latest 2 months prior to The Event about any meetings and seminars planned.

**Appendix 2 to Partnership Agreement**  
**<Event name>**  
**<Location, Year>**

**Payment Plan**

Fees listed in Agreement clause 9.1 to 9.7 shall be invoiced by the IOF 30 days prior to the start of The Event.

**Appendix 3 to Partnership Agreement**  
**<Event name>**  
**<Location, Year>**

**Prize Money**

For The Event no prize money shall be paid by <ORG> to the IOF.

# **Appendix 4 to Partnership Agreement**

## **<WMTBOC, WSOC>**

### **<Location, Year>**

#### **TV, Arena, Webcasting and Internet rights**

##### **1. TV Rights**

1.1. The IOF owns the TV rights pertaining to The Event.

1.2 <ORG> may negotiate with a television company an agreement on TV coverage (production and broadcast/distribution) of The Event.

1.3 If a live broadcast quality TV-production is offered, the IOF and <ORG> shall create a common rate-card for the TV rights for The Event, shall cooperate about the sales of said rights, and will share the income of TV rights sold 75% to <ORG>, 25% to IOF.

1.4 Any agreements for sales of TV rights which include live streaming rights by <ORG> or the IOF must take consideration of geographical distribution, i.e. any such agreements must include geoblocking of live streams for territories outside of those encompassed by the sale of rights.

1.5 If a live broadcast quality TV-production is offered, <ORG> agrees to produce a 26-minute highlights program, with English language commentary, from each competition for global distribution. The highlights programs shall be available for distribution at the latest 7 days after The Event.

##### **2. Webcasting rights and Internet website**

2.1 The IOF retains the right to provide Internet viewers with on-line tracking and on-line results service, live audio and video, and to display the entire results lists, maps with courses, and any other material related to The Event on its Internet homepage LIVE Orienteering. These rights may however be limited by the geoblocking mentioned above.

2.2 The IOF will make available to <ORG> the IOF LIVE Orienteering webpage free-of-charge.

2.3 <ORG> shall deliver live results, split times from radio controls, GPS tracking and arena and live-stream production to the IOF LIVE Orienteering for free. <ORG> shall aim to maximize the provision of GPS units to the athletes in the finals (as close to 100% as is financially viable).

2.4 <ORG> agrees to undertake the practical work and the costs of the preparations, facilities and equipment needed for, at a minimum, arena and live-stream production coverage of The Event.

2.5 The IOF and <ORG> will share equally any net income generated through the use of LIVE Orienteering, including ticket sales (if applicable and agreed between the parties) and advertisements in LIVE Orienteering related to The Event.

# **Appendix 5 to Partnership Agreement <Orienteering World Cup, WMTBOC, WSOC> <Location, Year>**

## **1. Advertising and Sponsor Partnerships**

1.1 The main objective in relation to advertising and sponsor partnerships for The Event is to achieve the optimal possible result for <ORG> and the IOF.

1.2 In return for payment of the sanction fee for the organising rights, the IOF agrees to transfer to <ORG> the full sponsorship rights pertaining to The Event.

1.3 Notwithstanding the transfer of the full sponsorship rights as described under clause 1.2 above, the IOF reserves the right to contract a Title Sponsor for the Orienteering World Cup. The Title Sponsor is guaranteed to receive exposure and sponsorship rights in accordance with the IOF Sponsor Guide.

1.4 Notwithstanding the transfer of the full sponsorship rights as described under clause 1.2 above, the IOF reserves the right of any sponsor (max. 3) with whom the IOF has a running contract at the time of the event, to pose, free of charge, four banners each the size of 1m x 3m, in the finish area of The Event, within 75 meters from the finish line. When there are less than 3 IOF sponsors, the total amount of banners (12) can be shared between the sponsors.

1.5 In case of more than three IOF sponsors, the said rights will be subject to separate negotiations between the IOF and <ORG>.

1.6 <ORG> will be informed about any IOF sponsors requiring banner space six (6) months before The Event at the latest.

1.7 With the exception of the advertising material mentioned in clause 1.3 above, <ORG> agrees to take full responsibility for the production and the costs of any advertising material related to sponsor partnerships and required for The Event.