

ORGANISER AGREEMENT

THIS AGREEMENT is made the day of 200

BETWEEN : **FEDERATION AERONAUTIQUE INTERNATIONALE** of Avenue Mon Repos 24, CH-1005 Lausanne, Switzerland ("FAI")

and :

[WHERE THERE IS NO DULY AUTHORISED REPRESENTATIVE, USE THE FOLLOWING:

NATIONAL AIRSPORT CONTROL of [] ("The Organiser")

AND DO NOT INCLUDE CLAUSE 4.3]

[WHERE THERE IS A DULY AUTHORISED REPRESENTATIVE, USE THE FOLLOWING:

and : **NATIONAL AIRSPORT CONTROL** of []
("The National Member")

and : **THE NATIONAL MEMBER'S DULY APPOINTED REPRESENTATIVE**
("The Organiser")]

AND DO INCLUDE CLAUSE 4.3]

WHEREAS :

- (A) The FAI is the sole internationally recognised governing body for air sports worldwide and controls and owns all rights relating to the [Name of Event].
- (B) The FAI [Name of Air Sport] Commission ("The Commission") is the body within FAI responsible for the award and supervision of [Name of Discipline] events held under the auspices of the FAI.
- (C) The Organiser has made an approach to the FAI via the Commission and has requested the right to organise and stage the [Name of Event] in [year], commencing on [date] and ending on [date] ("the Sporting Event") and the Commission has agreed to appoint the Organiser to organise and stage the Sporting Event.

NOW IT IS HEREBY AGREED as follows :

1. APPOINTMENT

FAI hereby grants to the Organiser the sole and exclusive right and sanction to stage, organise, promote and to retain a share of the profits (as laid out in Schedule 1) generated from the exploitation of the Rights (as defined in Schedule 4) relating to the Sporting Event upon the terms and conditions set out in this Agreement and its Schedules. This Agreement shall terminate on [date].

2. CONSIDERATION

In consideration of FAI granting to the Organiser the right to exploit the Rights the Organiser shall pay to FAI the consideration set out in clause 3.2 of Schedule 1, give the undertakings,

perform the obligations and comply with the terms and conditions set out in the attached Schedules.

3. STAGING

- 3.1 The Organiser shall observe and enforce all provisions contained in the FAI Statutes, By-Laws, Sporting Code (General Section and Section []), FAI Anti-Doping Rules and Procedures, FAI Code of Conduct – Air Sports and the Environment, FAI Naming of Competitions policy, FAI Rules for Advertising for FAI Air Sport Events, FAI Online Styleguide and such other rules, regulations or guidelines as FAI or the Commission may from time to time produce.
- 3.2 The Commission may, should it elect to do so, appoint an individual or body to advise the Organiser on behalf of the Commission, ("the Technical Delegate") on all technical and administrative aspects of the Sporting Event, on behalf of the Commission at any stage in the organisation of the Event. The Organiser agrees to accept the reasonable recommendations of the Technical Delegate.
- 3.3 The Organiser shall fulfil its obligations under Schedules 3, 4 and 5 as well as under Schedules 1 and 2.

4. INDEMNITY AND LIABILITY

- 4.1 The Organiser agrees to indemnify FAI and the Commission and their members, servants and/or agents against all costs (including legal costs), claims, damages and expenses made against, incurred or paid by FAI, the Commission and/or their members, servants or agents in respect of any claims whatsoever as a result of or arising out of any breach or default by the Organiser with respect to its obligations under this Agreement.
- 4.2 To the fullest extent permitted by applicable laws, none of FAI or the Commission or any of their respective directors, employees, affiliates, agents or other representatives will be liable for any loss or damages (whether direct or indirect and whether caused by negligence or otherwise) arising out of or in connection with this Agreement including, but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties. If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall the total liability of FAI or the Commission or any of their respective directors, employees, affiliates, agents or other representatives for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the aggregate amount paid by the Organiser under Schedule 1 to this agreement. Nothing in this clause shall limit or exclude any liability for death or personal injury resulting from negligence.
- [4.3 [USE ONLY WHERE THE NATIONAL MEMBER HAS A DULY APPOINTED REPRESENTATIVE:] In the event that the Organiser enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed or becomes insolvent or unable to pay its debts when they fall due or an application is made for its winding up or dissolution, the National Member accepts all duties, liabilities and responsibilities of the Organiser hereunder (including without limitation those of a financial and organisational nature) and references herein to "Organiser" shall be interpreted as references to the "National Member".]

5. INSURANCE

The Organiser shall secure such comprehensive insurance as is reasonably acceptable to FAI in respect of the Sporting Event and shall ensure that FAI is named as an additional insured party on such insurance. The Organiser shall, if so requested, provide to FAI details of such insurance including certified copies of policies and evidence of payment, as soon as

reasonably practicable but in any event not less than one (1) month before the start of the Sporting Event, time being of the essence in this respect.

6. TERMINATION

FAI may terminate this agreement forthwith upon notice in the event that the Organiser:

- 6.1 commits a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time ;
- 6.2 commits a material breach of any obligation under this Agreement,, and if such breach is capable of remedy fails to so remedy such breach within 28 days of receiving notice from FAI requiring remedy ;
- 6.3 enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed or becomes insolvent or unable to pay its debts when they fall due.

7. INTELLECTUAL PROPERTY

The Organiser agrees and undertakes as follows :

- 7.1 to conform at all times with the FAI Online Style Guide and any other reasonable directions of the FAI in relation to its intellectual property ;
- 7.2 to ensure that all intellectual property rights that may be created by, or accrue to the benefit of, the Organiser or any appointee of the Organiser that has any connection and/or association with the Sporting Event, shall be the property of FAI and the Organiser shall take all such steps as may be necessary in order to achieve such ownership.

8. ENTIRE AGREEMENT

This Agreement, including the attached Schedules, the FAI Statutes, By-Laws, and Sporting Code (General Section and Section []) contains the entire agreement of the parties and supersedes all other agreements between them and no variation of any of the terms or conditions of this Agreement may be made unless such variation is agreed in writing and signed by all parties to this Agreement. In the event of a conflict arising between this document and the FAI Statutes, By-Laws and Sporting Code (General Section and Section []) the terms of this Agreement will take precedence.

9. NO ASSIGNMENT

The Organiser shall not have the right to assign, charge, pledge or otherwise encumber or transfer the whole or any part of its rights under this Agreement without the prior written consent of both FAI and the Commission.

10. DISCLOSURE OF AGREEMENT TERMS

The Organiser shall not divulge to any third party, except to its professional advisers, any information regarding this Agreement or the matters contemplated by the Agreement or make any announcement as to these matters without the prior written agreement (not to be unreasonably withheld or delayed) of FAI or as required by law. Any such announcement shall, in any event, be made or issued only in such form as may have been approved by FAI.

11. NO PARTNERSHIP, AGENCY OR JOINT VENTURE

Nothing in this Agreement may be deemed to create a partnership, joint venture or agency between the parties.

12. DISPUTE RESOLUTION

12.1 If a dispute arises between the parties concerning this Agreement the parties shall each appoint a senior representative (each empowered to make binding decisions on behalf of his or her appointer) and such representatives shall meet with a view to resolving the dispute.

12.2 In the event that such dispute is not resolved by the process in clause 12.1, either party may refer it to the Court of Arbitration for Sport, whose decision both parties agree to accept as final.

12.3 Nothing contained in this clause 12 shall preclude either party from applying to a court for urgent and/or injunctive relief.

13. COUNTERPARTS

This Agreement may be signed and accepted in counterparts each of which together shall constitute one and the same instrument.

14. IRREVOCABLE OFFER

This Agreement once signed by the Organiser, shall represent an irrevocable offer by the Organiser to enter into this Agreement. This offer may be made by communication of the signature (e.g. by fax) to the FAI and faxed communication to the FAI of the signature page duly signed by the Organiser shall represent such an offer from the FAI to enter into the Agreement in the form and on the terms and conditions set out herein.

15. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

EXECUTED AS A DEED by

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For and on behalf of
**FEDERATION AERONAUTIQUE
INTERNATIONALE**

FAI Secretary General
A duly authorised signatory

For and on behalf of
**FEDERATION AERONAUTIQUE
INTERNATIONALE**

President, FAI [Air Sport] Commission
A duly authorised signatory

EXECUTED AS A DEED by

.....

For and on behalf of
[ORGANISER]
A duly authorised signatory

For and on behalf of
[ORGANISER]
A duly authorised signatory

[EXECUTED AS A DEED by

.....

For and on behalf of
[National Air Sport Control]
A duly authorised signatory

For and on behalf of
[National Air Sport Control]
A duly authorised signatory

SCHEDULE 1

FINANCE

1. PRE-SPORTING EVENT DEPOSIT

The Organiser warrants and undertakes as follows :

1.1 to pay to FAI, in a manner acceptable to FAI :

(i) no later than [] prior to the Sporting Event, the sum of [] by way of deposit ("the Deposit") ; and

(ii) no later than 30 days after the commencement date of the Sporting Event the sum of [] per fee-paying participant in the Sporting Event (together with all non-competing accompanying persons) by way of sanction fee ("the Sanction Fee").

1.2 In the case of non-payment of the Sanction Fee in whole or in part, FAI shall be entitled to retain such amounts of the Deposit that are sufficient to meet the deficit.

1.3 All or part of the Deposit may be retained by FAI in the event of the Sporting Event being declared invalid or in the event of any unremedied breach of agreement under clause 6 of this Agreement as a non-refundable advance against the income expected under clause 3 of this Schedule 1.

2. ORGANISATIONAL COSTS

The Organiser warrants and undertakes to be responsible for and to bear all costs (including any taxes thereon) of organising the Sporting Event, including but not limited to :

(i) provision and operation of appropriate venue and equipment (as described in Schedule 3) ;

(ii) media facilities ;

(iii) local travel costs for all participants between accommodation and contest site ;

(iv) security and emergency medical costs and such on-site insurance cover as the FAI shall reasonably require;

(v) protocol ;

(vi) opening, awards and closing ceremonies;

(vii) compliance with the organisational requirements of FAI Sporting Code, Section [].

3. DISTRIBUTION OF FINANCIAL SURPLUS

3.1 "Financial Surplus" shall mean any and all revenues receivable from the exploitation of the Rights set out in Schedule 4 or otherwise generated by the Sporting Event (including for the avoidance of doubt but without limitation revenues arising from broadcasting, ticketing, sponsorship, advertising, merchandising, licensing etc.), less the costs reasonably incurred by the Organiser for the purpose of exploiting the Rights or any commissions, royalties or other costs reasonably payable by the Organiser to third parties in connection with the Rights.

- 3.2 The Organiser shall pay to the FAI within 30 days of such Rights fees becoming receivable by the Organiser :
- (i) []% of the financial surplus receivable by the Organiser in relation to the recording transmission or other broadcast of sound or visual images relating to the Sporting Event ; and
 - (ii) []% of the financial surplus receivable by the Organiser in relation to the exploitation of all other Rights including without limitation ticketing, sponsorship, advertising, merchandising, licensing etc.

SCHEDULE 2

ORGANISATION

[The Organiser warrants and undertakes as follows :

- (i) to be solely responsible and to assume full liability for the entire organisation of the Sporting Event unless otherwise agreed in writing ;
- (ii) to be responsible for and make all the necessary arrangements in relation to the Sporting Event subject always to the approval of the Commission ;
- (iii) to be responsible for complying with and discharging all sums payable pursuant to the appointment and/or employment and/or contracting of persons engaged by the Organiser pursuant to this Agreement or otherwise ;
- (iv) to ensure that each and every one of its appointees will have the competencies, qualifications and experience necessary to perform the role and function of the appointee ;
- (v) to use its best endeavours to ensure that all are able to obtain visas, work permits or equivalent clearance so as to enter the territory of the Organiser ;
- (vi) to officially confirm if it is the intention to use the Sporting Event for any purpose other than the interest of air sports ;
- (vii) to ensure that the Sporting Event is of a world class standard and in particular to cooperate with the Technical Delegate (if appointed) and recognise at all times his authority in all technical and organisational matters; [The Organiser may be required to bear the reasonable travel costs for at least [two] visits by the Technical Delegate. In the event that the Commission elects to appoint a Technical Delegate the Commission will use its reasonable endeavours to select a Technical Delegate who is located within reasonable travelling distance of the Sporting Event;]
- (viii) to ensure that the Sporting Event itself and the Venue are safe and will be in compliance with any and all applicable laws, rules or regulations in the territory of the Sporting Event and the Venue at all times and that all necessary and desirable health and safety precautions, statutory, legal, regulatory and legal requirements are satisfied;
- (ix) to comply with any and all laws governing the appointees including, without limitation, occupational health and safety legislation and workers compensation legislation ;
- (x) subject to reasonable ticketing and health and safety restrictions, to allow members of the public access to the Sporting Event and encourage them to attend ;
- (xi) to comply with all of the reasonable directions and requests of the FAI, the Committee and the Technical Delegate and promptly to provide to them such information as they may request ;
- (xii) to procure the following media facilities:
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- (xiii) to abide by and satisfy the requirements of the FAI in respect of merchandising, which are set out in Schedule 5;
- (xiv) to send to FAI, as soon as is practicable after the end of the Sporting Event, a list of the official results, a press pack, at least [ten (10)] different high quality photos of the Sporting Event and the participants for use in FAI's archives, and profiles of all participants or (where this is not practicable) profiles of each of the winners.

SCHEDULE 3

VENUE

[For the purposes of this section "Venue" shall mean that the venue used for the Sporting Event, and the immediately surrounding areas from which any material for broadcasting rights could be obtained or which could be used for advertising which would be visible to television cameras within the venue including the air space above the car parks, walkways, passageways, areas used for official functions, press centres, ticket offices, media areas; information centres, and/or other areas controlled by or on behalf of the FAO or Organiser.

The Organiser warrants and undertakes as follows :

- (i) to submit a Venue plan to the Commission, if required, no later than [3] months prior to the start of the Sporting Event ;
- (ii) to ensure that the Venue shall include :
 - sufficient space and other suitable facilities for officials, staff and all others involved in preparing, organising and staging the event ;
 - facilities for competitors that will be suitable for training, practising and competing during the Sporting Event ;
 - facilities that will be suitable for spectators, the media and also administrators. These facilities are to be provided for a period to be agreed with the Commission ;
 - the provision of all necessary equipment meeting FAI specifications and any other applicable safety specifications and kept in operational order throughout the Sporting Event ;
- (iii) to give unrestricted access to all FAI officials and FAI-approved camera crews free of charge to the Venue and to provide those individuals with all reasonable assistance.

SCHEDULE 4

RIGHTS

1. The Organiser agrees and acknowledges that FAI owns all rights to the Sporting Event. FAI has agreed to license some of these rights to the Organiser in accordance with the following structure :
2. For the duration of this Agreement only, the Organiser shall have the following rights in relation to the Sporting Event ("the Rights") :
 - (i) use of the Sporting Event name for advertising as set out in the FAI Rules for Advertising for FAI Air Sport Events; and for merchandising purposes, such use to be subject to FAI's prior written approval;
 - (ii) use of the FAI logo (as notified to it from time to time) for advertising and merchandising solely in connection with the Sporting Event, such use to be subject to FAI's prior written approval and to be in accordance at all times with the FAI Online Styleguide;
 - (iii) creation of a proprietary logo for the Event (which must be approved in writing by FAI before use) ;
 - (iv) recording or real time transmission of sound and visual images of the Sporting Event to be used for archival and promotional purposes only [excluding/including images produced by the judging or evaluation system of the event]. If the Organiser wishes to exploit such images commercially, application for the right to do so shall be made to FAI and shall be the object of a separate agreement. The application shall make clear whether the Organiser wishes to benefit from FAI's world-wide TV distribution facilities. Any and all relevant intellectual property rights in such recordings, transmissions and coverage including without limitation copyright shall be the sole and exclusive property of FAI. The Organiser shall ensure that FAI shall have free of charge, full access to all sound or visual images of the Sporting Event for its own archival and promotional purposes, and shall have the right to make its own recordings of the Sporting Event free of charge. Unless a separate rights transfer agreement is signed by FAI and the Organiser, the right to commercial exploitation of sound and visual images of the sporting event shall be retained by FAI.
3. The Organiser must make substantial use of the FAI logo and the FAI flag (in such manner as must first be approved in writing by the FAI) for the purposes of promoting the Sporting Event. The Organiser shall comply with all reasonable directions of the FAI in this respect.
4. Following expiry or termination of this Agreement, all Rights will immediately revert to the FAI. If, for any reason, any rights of whatever nature relating directly or indirectly to the Sporting Event are held by the Organiser or any other third party as a consequence of any agreement entered into by the Organiser, all such rights will be held by the Organiser or such third party concerned in a fiduciary capacity for FAI and, at the request of FAI shall be assigned to FAI in a form and substance satisfactory to FAI, by the Organiser or such third parties, at their cost.
5. The Organiser shall not conclude agreements with third parties whereby rights are granted which conflict with or are detrimental to the exploitation of any rights retained by FAI. The Organiser shall inform FAI of any proposed agreement with advertisers or other commercial counterparts and all such agreements shall be subject to the approval of FAI, such approval not to be unreasonably withheld.
6. The Organiser warrants and undertakes to ensure that any emblem and/or motto created with respect to the Sporting Event by the Organiser (whether or not it is applied for as a registered trade mark or design) is submitted to FAI for approval and that this shall be available to FAI to use and licence on a royalty-free basis.]

SCHEDULE 5

MERCHANDISING REQUIREMENTS

[TO BE FILLED OUT]