

Union Americana de Natacion

CONTRACT

3rd U.A.N.A. Pan American Open Water Swimming Championships

This contract is made on the 29th day of March, 2014 between the Union Americana de Natacion (hereinafter known as "UANA") and Cayman Islands Amateur Swimming Association (hereafter known as "Federation").

CLAUSE 1. THE AWARD

The Federation has been awarded the rights to stage the **2014 UANA Pan American Open Water Swimming Championships** ("the Event") as specified in the Rules and Regulations and has agreed to organize the Event in **George Town, Grand Cayman, Cayman Islands** ("the Site") sanctioned and under control of UANA. The Event shall be conducted as follows:

Opening: 22th October, 2014 (Registration & Practice)
Competition: 24th, 25th, 26th October, 2014
Closing: 26th October, 2014

CLAUSE 2. PROPERTY OF UANA

The Event remains the property of UANA, but will be organized with the sole financial responsibility of the Federation.

CLAUSE 3. MANAGEMENT COMMITTEE

The UANA Technical Open Water Swimming Committee is the management committee of the Event and has exclusive rights to decide in all matters related to the conduct of the Event and to nominate the Technical Meet Officials.

CLAUSE 4. THE FACILITIES AND REGULATIONS

The facilities and regulations for the Event shall be in accordance with the requirements of UANA as set out in their Rules and Regulations and in the Minutes of the UANA Executive Committee. The applicable rules shall be those in effect at the time of the Event. In case any rule (other than a purely technical rule) in existence at the time of signing of this agreement is subsequently amended, the Federation must notify the UANA Secretary/Treasurer within thirty (30) days if it disagrees with compliance with this rule.

UANA will not change any existing rule if it adversely affects the Federation without the consent of the Federation.

The facilities, not limited to the specifics stated hereafter, shall include dressing and rest rooms at the Site and adequate seating at the Site for competitors, officials and spectators.

CLAUSE 5. FINANCIAL OBLIGATIONS

A refundable bid fee of US\$ 1,000 has been paid by the Federation, receipt of which is hereby acknowledged by UANA.

The Federation shall provide:

1. 4 UANA Officials/Executives Of UANA's Choice the following:
Room (single occupancy) and board expenses. These expenses are hotel accommodation including three (3) meals per day and local transportation for five (5) days and four (4) nights, arriving on month 22th October, 2014 and departing on month 26th October, 2014

2. Travel Expenses for the above 4 Officials /Executives
Travel expenses of the UANA Technical Committee Members and the UANA Executive Committee Liaison to the Technical Committee will be paid 50% by UANA and 50% by the Federation.

2. Guaranteed Prices
The Federation guarantees that the full cost of lodging, double occupancy, and the full cost of board (food being three (3) meals per day), in respect of all competitors and team officials, shall not exceed **US\$200.00** per day and per person (based on double occupancy per room), if registered by 90 days in advance of event, 2014.

CLAUSE 6. The Federation RESPONSIBILITIES

The Federation shall supply:

1. Free medical service to all competitors and officials within the area of the Site(s).

2. Local transportation from and to the airport and between the host hotel(s) and Site free of charge for all competitors and officials for the duration of the Event and one day prior thereto and from the host hotel(s) to the airport/railway station on the day following the finishing of the Event.

3. Free use of the Site for training on 23th October, 2014 (one (1) day prior to commencement of the Event.)

4. Free secretarial services at the Site for the conduct and recording the Event.

5. Medals, trophies and prizes as set out in the UANA Rules and Regulations or in the Minutes of the UANA Executive Committee. The presentation of all medals, trophies and prizes shall be at the sole prerogative of the UANA President or in his place the Official UANA Delegate; however, he

may at his discretion invite other persons, on the advice of the Organizing Committee to make presentations.

6. Doping control, normally conducted in accordance with the UANA Rules, shall be waived for this event.
7. Flags of the first, second and third placed competitors will be flown during medal presentation ceremonies and flags of all participating federations shall be flown during the Event. Flagpoles shall be provided for permanent use during the Event for the flag of **UANA**, the national flag of **host nation** and the Federation flag of **host nation**. No flag shall be larger or flown higher or more conspicuously than the flag of **UANA** **except** that the national flag of **host nation** may be flown higher.

CLAUSE 7. VISAS

The Federation shall use its best efforts to obtain from its government a guarantee that visas will be given to all competitors and officials from any UANA Member Country attending the Event and shall submit the guarantee to the UANA President or Secretary/Treasurer not less than four (4) months prior to the commencement of the Event.

CLAUSE 8. OTHER CHARGES AND/OR ASSESSMENTS

Only those charges and/or assessments which have the prior approval of UANA may be levied upon the participants or participating federations.

CLAUSE 9. EQUIPMENT AND FACILITIES

The Federation shall ensure that all equipment required for the proper conduct of the Event shall be provided, subject to approval by the UANA Executive Committee and/or the UANA Technical Delegate, no later than three (3) days prior to the commencement of the Event. The Federation shall also provide written certification of approval by the relevant national governing body a proof that the installation meets the requirements of the relevant national law. The Federation shall also provide a written official document certifying all competition pool measurements. If the UANA Executive Committee requires it may send a delegate, approved by the UANA Technical Open Water Swimming Committee, for inspection of the facilities to ensure that the facilities are in good order.

CLAUSE 10. PROGRAMME

The Federation shall produce a souvenir programme of the Event. In the programme the logo and name of UANA shall be prominently displayed on the cover. A photograph and message from the UANA President shall appear after that of the head of state and before that of the mayor of the host city and/or officers of the Federation and the Federation. The programme shall contain a paragraph of information regarding UANA including the names and nationality of the UANA Executive Committee, the names and nationality of

the UANA Technical Committee and a listing of known forthcoming UANA events together with the mailing address(es) of UANA.

The Federation shall submit a draft of the programme to UANA four (4) months prior to the commencement of the Event and shall send the approved programme to all UANA affiliated federations three (3) months prior to the commencement of the Event.

CLAUSE 11. SIGNAGE AND LOGOS

The Federation shall use the official UANA logo on the front of the programme, brochures, mailing and bulletins in all advertising for the Event. The Federation is given the right to market all advertising to be included in the Event programme and retain all revenue therefrom.

CLAUSE 12. ALL COMMERCIAL RIGHTS

“Commercial Rights” means any and all rights which arise out of, or are directly or indirectly connected with the Event and which are intended to generate revenues, and includes but is not limited to Television Rights, Signage Rights, Merchandising Rights, Sponsorship Rights (other than Sponsorship by UANA partners) and Souvenir Programme Advertising.

UANA assigns all the Commercial Rights to the Federation; all revenue generated by the exploitation of these rights will accrue to and be the property of the Federation, with the exception of any revenues obtained by UANA from UANA partners.

CLAUSE 12. NOTIFICATIONS

All notifications and communications relating to the Event shall be made by the Federation through the UANA Secretary/Treasurer (copies shall be forwarded to all members of the UANA Executive Committee and UANA Technical Open Water Swimming Committee) until immediately prior to the commencement of the Event. After commencement of the Event further notifications and communications relating to the Event shall be through the UANA President, the UANA Secretary Treasurer, the UANA Executive Committee Technical Committee Liaison or the Technical Committee Chairman who is present at the Event.

CLAUSE 13. Governing Law and Jurisdiction

This Agreement is governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Cayman Islands over any claim or matter arising under or in connection with this Agreement or the legal relationship established by this Agreement.

CLAUSE 14. RESOLUTION OF DISPUTES

If any differences shall arise between UANA and the Federation touching the meaning of this agreement or the rights or liabilities of the parties hereto, such differences shall be referred to a panel comprising three (3) arbitrators, whose decision shall be final. UANA shall select one of the three (3) arbitrators, the Federation shall select one (1) and those two (2) arbitrators shall select the third.

(Signature Page follows)

Cayman Islands Amateur Swimming Association

By

_____ Date
Michael Lockwood
President

Union Americana de Natacion

By

_____ Date
Coaracy Nunes Filho
President