



**AGREEMENT FOR THE HOSTING AND STAGING OF  
2017 UANA PAN AMERICAN SYNCHRONIZED SWIMMING  
CHAMPIONSHIPS**

**BETWEEN**

**UNION AMERICANA DE NATACION**

**AND**

**[       ]**

**This Agreement for the Hosting and Staging of the Championships** is made on the [ ]th day of [ ], 2016.

**Between:**

- (1) **Union Americana de Natacion ("UANA");** and
- (2) [ ].

**Whereas:**

- (A) UANA is the continental governing body of the aquatic sports of Swimming, Diving, Synchronised Swimming, Water Polo, Masters, Open Water Swimming and High Diving in the Americas.
- (B) The Federation has been awarded the rights to stage the Championships by UANA and has agreed to organise the Championships in the Host Country sanctioned and under control of UANA.
- (C) The purpose of the Championships is to help promote and develop the discipline of synchronized swimming in the Americas.
- (D) The parties wish to set out in writing the terms and conditions upon which the Federation shall host and stage the Championships.

**It is agreed** as follows:

**1 Interpretation**

In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

- "Agreement"** means this Agreement for the Hosting and Staging of the Championships;
- "Aquatic Sports"** means the aquatic sports of Swimming, Diving, Synchronised Swimming, Water Polo, Masters, Open Water Swimming and High Diving;
- "Bid"** Means the Bid provided by the Host Organization to UANA and attached as Schedule "A" to this Agreement.
- "Championships"** means the 2017 UANA Pan American Synchronized Swimming Championships;
- "Championships Report"** has the meaning ascribed to such term in Clause 14 of this Agreement;
- "Competition Dates"** has the meaning ascribed to such term in Clause 1 of this

Agreement;

<b>"Commercial Rights"</b>	means any and all rights which arise out of, or are directly or indirectly connected with the Championships 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;
<b>"Executive Committee"</b>	means the executive committee for the time being of UANA;
<b>"Federation"</b>	means the national constituent member of UANA [    ];
<b>"FINA"</b>	means Fédération Internationale de Natation, the world governing body for the Aquatic Sports;
<b>"Host Country"</b>	means the country of the National Federation;
<b>"Host Organization"</b>	The organization to whom the National Federation has delegated the organizing and planning of the Championships;
<b>"Rules and Regulations"</b>	means any rules, by-laws or regulations which are adopted by UANA or FINA (as the context may require);
<b>"Technical Committee"</b>	means the UANA Technical Synchronized Swimming Committee; and
<b>"Technical Member"</b>	means a member of the Technical Committee.

## **1 The Award**

The Federation has been awarded the right to stage the Championships by UANA and hereby agrees to organise the Championships in the Host Country sanctioned and under the control of UANA. The dates of the Championships shall (the "**Competition Dates**") be as set out in the **Bid** to host the Championship attached to this Agreement.

## **2 Property of UANA**

The Championships shall remain the property of UANA but shall be organised with the sole financial responsibility to be that of the Federation.

## **3 Management and Organising Committees**

3.1 The Technical Committee shall be the "Management Committee" of the Championships responsible for the technical details of the Championships. The Technical Committee shall have exclusive rights to decide in all matters related to the conduct of the Championships in consultation with the Executive Committee and in consultation with the Executive Committee to approve the technical meet officials.

3.2 The Executive Committee shall oversee the Technical Committee in respect of the Championships.

3.3 The Federation may delegate the organizing and hosting of the Championships to the Host Organization but the Federation shall remain responsible to UANA for the Championship. The Organizing Committee of the Championships shall be comprised of representatives of both the Federation and the Host Organization.

## **4 The Facilities and Regulations**

4.1 The facilities and regulations for the Championships shall be in accordance with the requirements of UANA and FINA as set out in their respective Rules and Regulations and in accordance with those set out in the Bid. The applicable Rules and Regulations shall be those in effect at the time of the commencement of the Championships. In case any Rule or Regulation (other than a purely technical rule) in existence at the time of signing of this Agreement is subsequently amended, the Federation must notify the Secretary-Treasurer of UANA within thirty (30) days if it disagrees with compliance with such amended Rule or Regulation.

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

4.3 The facilities shall be in accordance with those set out in the Bid.

## **5 Financial Obligations**

5.1 The Federation shall pay to UANA a refundable Guarantee deposit of US\$1,000.00 on signing of this Agreement which shall be returned on successful conclusion of the Championships.

5.1 The Federation shall pay to UANA a non-refundable Registration Fee of US\$25.00 per athlete participant within 30 days of the conclusion of the Championships. On successful completion of the Championships, UANA will pay the Federation US\$5.00 per athlete participant as a reward for successfully hosting an outstanding event and fulfilling all of the obligations of this Agreement.

5.2 UANA and the Federation shall pay:

- (a) the travel expenses as set out in the Bid to host the Championship; and
- (b) the lodging and meal expenses as set out in the Bid to host the Championship

5.3 The travel and lodging expenses for the President or Secretary-Treasurer of UANA, should they attend, shall be paid by UANA.

## **6 The Responsibilities of the Federation**

The Federation shall supply and/or ensure:

- (a) free medical service to all competitors and officials within the area of the venue(s) of the Championships;
- (b) local ground transportation between the airport and the official hotel(s) and between the official hotel(s) and the competition venue and training pool for the Liaison, Technical Committee Members, approved technical officials in accordance with the Bid and the President of UANA or his designate. The Federation shall also provide local ground transportation between the airport and the official hotel(s) and between the official hotel(s) and the competition venue and training pool for the competitors and their team officials for training and competition, for the duration of the Championships.
- (c) local transportation for delegates attending the Technical Meeting of the Championships to and from their respective hotels and the venue for such meeting;
- (d) free use of the venue(s) of the Championships for training prior to commencement of the Championships;
- (e) free secretarial services for the Technical Committee at the venue(s) of the Championships for the conduct and recording of the Championships;
- (f) medals, trophies and/or prizes as set out in the competition Bid/Summons. The presentation of all medals, trophies and/or prizes shall be at the sole prerogative of the UANA President or, in his or her absence, the UANA Executive Committee Liaison; however, he or she may at his or her discretion invite other persons, on the advice of the Federation to make presentations;
- (g) if required, all the costs for doping control tests to be conducted in accordance with the FINA Doping Control Rules; and
- (h) 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 Championships. Flagpoles shall be provided for permanent use during the Championships for the flag of UANA, the national flag of the Host Country and the flag of the Federation (if any). No flag shall be larger or flown higher or more conspicuously than the flag of UANA except that the national flags of the Host Country and the competing federations may be flown higher.

## **7 Visas**

- 7.1 The Federation shall use its best efforts to obtain from its government a guarantee that visas will be granted to all competitors and officials from any UANA Member Country attending the Championships and shall submit the guarantee to the Executive Committee not less than four (4) months prior to the commencement of the Championships.
- 7.2 It is acknowledged by the parties that each UANA Member Country shall:
- (a) bear its own costs in respect of the visas required for their respective competitors and officials and that this shall be clearly stated in the summons in respect of the Championships;
  - (b) provide their full cooperation to ensure the requisite information for visa applications is provided to the Federation.

## **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.

## **9 Insurance**

### **General Liability Insurance**

- 9.1 The Federation shall secure and maintain, well in advance of the commencement of the Championships and for a reasonable time after the end of the Championships at its own cost, an adequate general liability insurance policy with a well-recognised and financially secure insurance company covering the risks related to the planning, hosting and staging of the Championships. A copy of the general liability insurance policy shall be submitted to the Executive Committee prior to placement.
- 9.2 The policy shall include, but not be limited to, the following coverage: Third Party Bodily Injury and Property Damage Liability; Personal and Advertising Injury; Participant Legal Liability; Contractual Liability; Products and Completed Operations; Tenant's Legal Liability; and Non Owned Automobile Insurance.
- 9.3 The insured value should be not less than US\$2,000,000.00 or equivalent in local currency.
- 9.4 The Federation shall designate and maintain UANA as an additional insured party in all policies of insurance.
- 9.5 Upon request, the Federation shall provide UANA a copy of its certificate of insurance outlining the insurance coverage set out above.

### **Event Insurance**

- 9.6 In addition, the Federation should secure and maintain, at its own cost, an adequate event insurance policy with a well-recognised and financially secured insurance company.
- 9.7 The policy should include, but not be limited to the following coverage: Event Cancellation; Adverse Weather; Contingency; and Prize Insurance.
- 9.8 The insured value should be not less than US\$500,000.00 or equivalent in local currency.

- 9.9 The Federation shall designate and maintain UANA as an additional insured party in all policies of insurance.
- 9.10 Upon request, the Federation shall provide UANA a copy of any certificate of insurance outlining the insurance coverage set out above.

## **10 Equipment and Facilities**

The Federation shall ensure that all equipment required for the proper conduct of the Championships shall be provided before the start of the Championships. The Federation shall provide written certification of approval by the relevant national governing authority that the installations meet the requirements of the relevant national laws. The Federation shall also provide a written official document certifying all competition pool measurements. If the Executive Committee requires, it may in consultation with the Technical Committee, send a delegate to inspect the facilities to ensure that they are in good order.

## **11 Programme**

- 11.1 The Federation may produce a souvenir programme of the Championships and, in the programme:
- (a) the logo and name of UANA shall be prominently displayed on the cover;
  - (b) a photograph and message from the UANA President shall appear after that of the head of state, head of government and/or other government ministers or officers and before that of the officers of the Federation; and
  - (c) there shall be a paragraph of information regarding UANA including the names and nationality of the Executive Committee, the names and nationality of the Technical Committee(s) together with the mailing address of UANA.
- 11.2 The Federation shall submit a draft of the programme to UANA one (1) month prior to its publication.

## **12 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 Championships. The Federation is hereby given the right to market all advertising to be included in the Championships programme and retain all revenue therefrom.

## **13 Commercial Rights**

All net income generated by the exploitation of the Commercial Rights shall be the property of UANA. UANA shall agree that all such income will accrue to the Federation as a bonus for a successful championship.

## 14 Championships Report

- 14.1 Following the Championships, the Federation shall prepare a report on the organisation and staging of the Championships and it shall include, at least, information on the following items (the "**Championships Report**"):
- (a) History of the organising committee of the Federation;
  - (b) General organisational structure;
  - (c) Administration (Staffing, Budget, Insurances, Accommodation, Visas, Government Relations, Travel);
  - (d) Venues (Accreditation, Transportation, Medical/Paramedical Support, Available Technologies, Volunteers);
  - (e) Communication and media - Results of the Exploitation of the Commercial and Broadcasting Rights;
  - (f) Corporate Support and Sponsorships and License Merchandise;
  - (g) Activities Surrounding the Championships;
  - (h) Ceremonies and Protocol - Special Events and Receptions;
  - (i) Competitions (Venues, Number of entries per discipline);
  - (j) Full details of the Souvenir Programme;
  - (k) List of all Teams;
  - (l) Medals, Awards, Certificates; and
  - (m) Recommendations and Comments from the Organising Committee of the Federation.
- 14.2 The Federation shall submit the Championships Report to UANA no later than three (3) months after the conclusion of the Championships.
- 14.3 UANA shall provide written approval prior to external publication of the Championships Report by the Federation.
- 14.4 The Federation shall provide UANA, at no charge, copies of the Championships Report, in such number and format as specified by UANA.
- 14.5 The Federation acknowledges and agrees that the Championships Report may be used by UANA (in any manner whatsoever) for the bid process in respect of future UANA events.



## 15 Termination

- 15.1 This Agreement shall take effect on the day and year first above written and shall continue, until the respective payment obligations under this Agreement have been satisfactorily discharged.
- 15.2 This Agreement may be terminated by UANA forthwith by giving notice in writing to the Federation:
- (a) that the Federation is in breach of any of its obligations under this Agreement which, if capable of remedy, it fails to remedy within five (5) working days of being called upon to do so by written notice from UANA; and/or
  - (b) that the Federation is in persistent breach of any obligation under this Agreement; and/or
  - (c) that UANA has reasonable grounds to believe that the Federation is likely to become unable to perform its obligations under this Agreement and the Federation is not able to provide UANA within ten (10) working days of notification from UANA, with assurances acceptable to UANA that they are able to perform such obligations.
- 15.3 If the Championships are cancelled by the Federation, the Federation shall immediately forfeit the Guarantee Fee and UANA shall be entitled to immediately appoint one or more third parties to host and/or promote a replacement Championships to be held anywhere within the region of The Americas on such terms as it may in its sole discretion deem fit.
- 15.4 The Federation shall waive any claim of any kind, scope or nature for any form of indemnity, damages or other compensation and hereby undertakes to indemnify and hold harmless UANA from any third party claims, actions or judgments in respect of such termination. It is the responsibility of the Federation to notify all third parties with whom it contracts in relation to the Championships of the termination of this Agreement.
- 15.5 Expiration or termination of this Agreement shall be without prejudice to any existing rights and/or claims that UANA may have against the Federation and shall not relieve them from fulfilling their obligations accrued prior to such expiry or termination.
- 15.6 Expiration or termination of this Agreement shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 15.7 Upon expiration or termination of this Agreement, all rights and opportunities granted hereunder shall forthwith terminate and all rights granted by UANA to the Federation shall automatically revert to UANA and each party shall immediately cease to publicise or otherwise refer to the Championships being held in the Host Country.

## 16 Force Majeure

- 16.1 In this Agreement, "**force majeure**" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

16.2 Neither UANA nor the Federation shall be in breach of this Agreement to the extent that they are prevented from performing their obligations due to circumstances beyond their reasonable control. However, the affected party shall notify the other party of the circumstances and shall take all the necessary steps to resume full performance as soon as possible. Without prejudice to the above, UANA shall have the right to terminate this Agreement without penalty or any liability to UANA in the Championships that such a delay lasts for a period of more than ninety (90) days or for a period of more than seven (7) days during the period of three (3) months prior to the beginning of the Championships.

## **17 Notifications**

Any notice or other communication given under this Agreement shall be in writing and shall be sent by e-mail to the President of UANA or the Federation (as applicable) and the Secretary-Treasurer of UANA or the Federation (as applicable).

## **18 Language**

This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

## **19 Entire Agreement**

This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

## **20 Variation**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **21 Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

## **22 Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of [ ].

## **23 Resolution of Disputes**

23.1 If any differences shall arise between UANA and the Federation touching the meaning of this Agreement or the rights or liabilities of the parties to this Agreement, the parties will attempt to settle it by negotiation.

23.2 If the parties have not settled the dispute by negotiation within 14 days from the initiation of the negotiation, the dispute shall be referred to, and finally be resolved by, the FINA Bureau under the FINA Rules and Regulations to be determined under its laws including possible referral to arbitration.

**24 Events**

24.1 The schedule of events of the championship shall be as set out in the Summons for the Championships.

**In witness whereof** the parties hereto have executed this Agreement in counterparts on the day and year first above written.

**SIGNED** )  
for and on behalf of ) \_\_\_\_\_  
**Union Americana de Natacion** ) Name:  
 ) Title: President

**SIGNED** )  
for and on behalf of ) \_\_\_\_\_  
[ ] ) Name:  
 ) Title: President

## **SCHEDULE "A"**

### **The Bid**

SAMPLE