



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

BETWEEN

UNION AMERICANA DE NATACION

AND

[NAME OF FEDERATION]

[DATE]

This Agreement for the Hosting and Staging of the Championships is made on [] 20[].

Between:

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

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 open water 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 submitted by the Federation dated [**date**] attached hereto as Annex A;
- "Championships"** means the 2017 UANA Pan American Open Water Swimming Championships;
- "Championships Report"** has the meaning ascribed to such term in Clause 15 of this Agreement;
- "Competition Dates"** has the meaning ascribed to such term in Clause 2 of this Agreement;

"Commercial Rights"	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;
"Executive Committee"	means the executive committee for the time being of UANA;
"FINA"	means Fédération Internationale de Natation, the world governing body for the Aquatic Sports;
"Host Country"	means [<i>Insert Name of Host Country</i>];
"Host Organisation"	means the national governing body for the discipline, city, county, region or club to which the National Federation has delegated the hosting and staging of the Championships;
"Rules and Regulations"	means any rules, by-laws or regulations which are adopted by UANA or FINA (as the context may require);
"Summons"	means the summons of the Championships which includes all relevant information required in respect of the Championships;
"Technical Committee"	means the UANA Technical Open Water Swimming Committee; and
"Technical Member"	means a member of the Technical Committee.

1.1 In this Agreement:

- (a) words importing (i) the singular number include the plural number and vice versa; (ii) words importing the masculine gender include the feminine gender; and (iii) words importing persons include corporations as well as any other legal or natural person;
- (b) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an electronic record;
- (c) "shall" shall be construed as imperative and "may" shall be construed as permissive;
- (d) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (f) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);
- (g) headings are inserted for reference only and shall be ignored in construing this Agreement; and
- (h) any requirements as to delivery under this Agreement include delivery in the form of an electronic record and any requirements as to execution or signature under this Agreement can be satisfied in the form of an electronic signature.

2 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 control of UANA. The dates of the Championships shall be as follows (the "**Competition Dates**"):

Opening:

Competition:

Closing:

3 Property of UANA

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

4 Management and Organising Committees

- 4.1 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 to nominate the Technical Meet Officials in consultation with the Executive Committee.
- 4.2 The Executive Committee shall oversee the Technical Committee in respect of the Championships.
- 4.3 The Federation may delegate the organising and hosting of the Championships to the Host Organisation but the Federation shall remain responsible to UANA for the Championships. The Organising Committee of the Championships shall be comprised of representatives of both the Federation and the Host Organisation.
- 4.4 The Federation, or an established committee thereof, shall be the "Organising Committee" of the Championships responsible for the logistical details of the Championships.

- 4.5 The Technical Committee shall, in consultation with the Federation, prepare and finalise the Summons.

5 The Facilities and Regulations

- 5.1 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.
- 5.2 UANA shall not change any existing rule if it adversely affects the Federation without the consent of the Federation.
- 5.3 The facilities shall be in accordance with those set out in the Bid.

6 Financial Obligations

- 6.1 The Federation shall pay to UANA a refundable guarantee deposit of US\$1,000 (the "**Guarantee Deposit**"), receipt of which with the Bid is hereby acknowledged by UANA which shall be returned on successful conclusion of the Championships.
- 6.2 The Federation shall pay UANA a non-refundable registration fee of US\$25 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 per athlete participant as a reward for hosting an outstanding event and fulfilling all of the obligations of this Agreement.
- 6.3 UANA and the Federation shall pay:
- (a) the travel expenses as set out in the Bid;
 - (b) the lodging expenses as set out in the Bid; and
 - (c) the transportation expenses as set out in the Bid.
- 6.4 The travel and lodging expenses for the President of UANA or Secretary-Treasurer of UANA or their designated representative, should they attend, shall be paid by UANA.

7 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) free of charge, 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 Technical Committee Members, the referee, selected technical officials and the President or Secretary-Treasurer of UANA or their designated representative. 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(s) to and from their respective hotels and the venue for such meeting;
- (d) free use of the venue(s) of the Championships for training on one (1) day prior to commencement of the Championships;
- (e) free secretarial services 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 Bid and the 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 place, an official UANA delegate; however, he or she may at his or her discretion invite other persons, on the advice of the Federation to make presentations;
- (g) all the costs for doping control tests to be conducted in accordance with 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.

8 Visas

8.1 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.

8.2 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.

9 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.

10 Insurance

General Liability Insurance

- 10.1 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. The general liability insurance policy shall be submitted to the Executive Committee prior to placement of the same.
- 10.2 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.
- 10.3 The insured value should be not less than US\$2,000,000 or equivalent in local currency.
- 10.4 The Federation shall designate and maintain UANA as an additional insured party in all policies of insurance.
- 10.5 Upon request, the Federation shall provide UANA a copy of its certificate of insurance outlining the insurance coverage set out above.

Event Insurance

- 10.6 In addition, the Federation shall secure and maintain, at its own cost, an adequate event insurance policy with a well-recognised and financially secured insurance company.
- 10.7 The policy shall include, but not be limited to the following coverage: Event Cancellation; Adverse Weather; Contingency; and Prize Insurance.
- 10.8 The insured value should be not less than US\$500,000 or equivalent in local currency.
- 10.9 The Federation shall designate and maintain UANA as an additional insured party in all policies of insurance.
- 10.10 Upon request, the Federation shall provide UANA a copy of its certificate of insurance outlining the insurance coverage set out above.

11 Equipment and Facilities

The Federation shall ensure that all equipment required for the proper conduct of the Championships shall be provided subject to approval by the Technical Committee who shall inform the Executive Committee and the Federation of such approval or disapproval in writing no later than three (3) days before the start of the Championships. The Federation shall provide certification of approval by the relevant national governing body of written proof that the installation meets the requirements of the relevant national law. If the Executive Committee requires, it may send a delegate approved by the Technical Committee for inspection of the facilities to insure that they are in good order.

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

13.1 All 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.

13.2 The Federation shall provide to UANA the promotion plan in relation to the organisation of the Championships no later than three months prior to the commencement of the Championships.

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 Competitors;
- (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 by UANA, with assurances acceptable to UANA that they are able to perform such obligations.
- 15.3 If the Championships are cancelled, the Federation shall immediately forfeit the Guarantee Deposit 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, constitutes 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.

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

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Name:

)

Title: President

SIGNED

for and on behalf of

[Name of Federation]

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Name:

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Title: President

Annex A
The Bid

SAMPLE