



Event Organizational Agreement

Between

Triathlon Canada

And

<ORGANIZING COMMITTEE NAME>

Contents

1. Definitions and Interpretations.....	5
2. Abbreviations and Acronyms.....	6
3. Conditions	6
4. LOC Obligations	6
4.1 General	6
4.2 Support and Partnerships	7
4.3 Competition Aspects.....	7
4.4 Technical Officials	7
4.5 Financial and administration aspects	8
4.6 Consideration, Budget and Accounting	8
4.7 Registration and Race Entries	10
4.8 Government of Canada Support and Funding	10
4.10 Prize Money.....	11
4.11 Marketing	11
4.12 Communication	12
4.13 Media Services.....	12
4.14 Television and Media Rights	12
4.15 Hosting Services (VIPs and Sponsors)	13
4.16 Sponsorship and Donations.....	13
4.17 Accommodation.....	15
4.18 Equipment and Materials.....	15
5. NSF Obligations	16
5.1 General	16
5.2 Support and Partnerships.....	16
5.3 Competition	16
5.4 Financial and administrative aspects.....	16
5.5 Marketing and Communication Aspects.....	17
5.6 Communication and media services.....	17
5.7 Logistics.....	17
6. Dispute Resolution	17
7. Confidentiality.....	18
8. Termination.....	18



9. Insurance.....	19
10. Liability and Indemnity	19
11. Protection of Personal Information	20
12. Intellectual Property	20
13. Assignment, Agency and/or Partership	21
14. Force Majeure	22
15. General	22
APPENDIX A: Breakdown of Fees	25
APPENDIX B: Current Triathlon Canada Sponsors	28

Event Organization Agreement

<EVENT NAME>

This EVENT ORGANIZATION AGREEMENT (EOA) is made this <DATE> day of <MONTH, YEAR> and hereinafter is referred to as the "Agreement."

BETWEEN

TRIATHLON CANADA, Suite 121 - 1925 Blanshard Street, Victoria, British Columbia V8T 4J2 hereinafter referred to as the NSF,

AND

<ORGANIZING COMMITTEE NAME> o/a LOCAL ORGANIZING COMMITTEE of <OFFICIAL EVENT NAME & YEAR> <ADDRESS>, hereinafter referred to as the LOC,

WHEREAS:

- A. The INTERNATIONAL TRIATHLON UNION hereafter referred to as the RIGHTS HOLDER, is the international governing body for the sport of Triathlon, and has the exclusive right to sanction and stage certain international competitions, including the <EVENT NAME, YEAR>, hereinafter refer to as the "EVENT";
- B. TRIATHLON CANADA, hereafter referred to as the NSF, is a member of the INTERNATIONAL TRIATHLON UNION and is the governing body for the sport of TRIATHLON in Canada;
- C. "LOCAL ORGANIZING COMMITTEE (LOC)" means the organization that has been appointed by ITU to organize the EVENT according to ITU's LOC Requirements document and Event Organizers manual as defined in the ITU LOC agreement, hereinafter refer to as the "LOC"
- D. By signing this Agreement, the LOC agrees to stage the EVENT as outlined in this Agreement;
- E. By signing this Agreement, the NSF agrees to endorse and support the LOC in relation to the Event as outlined in this Agreement;
- F. The NSF and the LOC wish to set forth in this Agreement the terms and conditions upon which the LOC will be organizing and staging the EVENT in accordance with the RIGHTS HOLDER CONTRACT and RIGHTS HOLDER RULES AND/OR REGULATIONS.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "EVENT" means the <EVENT NAME>, including the opening ceremony and parade of nations and any other activities in connection with the EVENT that are under the control of the LOC.
- 1.2 "EVENT ORGANIZATION AGREEMENT (EOA)" means this Agreement including all Appendices.
- 1.3 "FRIENDS" means any commercial or non-commercial organization that has been granted certain rights by the LOC (with prior approval of the RIGHTS HOLDER), and that will receive recognition (not including MARKETING RIGHTS or visibility) prior to and during the EVENT.
- 1.4 "GOVERNMENT PARTNERS" means the Government of Canada, the Government of <PROVINCE> and the City of <CITY NAME> who will receive certain MARKETING RIGHTS including visibility prior to and during the EVENT in accordance with the respective agreements with the LOC.
- 1.5 "HOST BRANCH" means the host provincial sport organization (PSO) that is the governing body for the sport of Triathlon in the Province of <PROVINCE> called <PSO NAME>.
- 1.6 "HOST CITY" means the city that has been selected by the RIGHTS HOLDER to stage the EVENT which means the City of <CITY NAME>.
- 1.7 "INSTITUTIONAL PARTNER" means the major non-commercial organization associated with the EVENT. The INSTITUTIONAL PARTNER for the EVENT must have received the prior approval of the RIGHTS HOLDER in order to receive this designation as well as certain MARKETING RIGHTS including visibility prior to and during the EVENT. INSTITUTIONAL PARTNER does not include GOVERNMENT PARTNERS.
- 1.8 "INTERNATIONAL TRIATHLON UNION" means the international governing body of Triathlon and the RIGHTS HOLDER of the EVENT <IF APPLICABLE>
- 1.9 "LOC SPONSOR" means any commercial organization that has been granted by the LOC certain MARKETING RIGHTS including visibility prior to and during the EVENT and in accordance with the ITU sponsorship rights and branding guidelines.
- 1.10 "MARKETING RIGHTS" means any sponsorships, merchandising, licensing and communication rights (e.g. promotion/print materials/event marks) relating to the EVENT granted by the LOC or RIGHTS HOLDER to SPONSORS and GOVERNEMENT/INSTITUTIONAL PARTNERS.
- 1.11 "NATIONAL SPORT FEDERATION (NSF)" means TRIATHLON CANADA.
- 1.12 "NSF SPONSOR" means any organization that has been granted by the NSF, MARKETING RIGHTS linked to NSF property but not to the EVENT.
- 1.13 "RIGHTS HOLDER CONTRACT" means the Licence and Hosting Agreement for the <EVENT NAME AND YEAR> including all RIGHTS HOLDER RULES AND/OR REGULATIONS to be signed by the RIGHTS HOLDER and the LOC.

- 1.14** "RIGHTS HOLDER RULES AND/OR REGULATIONS" means any rules and regulations of the RIGHTS HOLDER applicable to the EVENT such as LOC requirements and ITU Event Organizers Manual.
- 1.15** "SPONSOR" means any organization that has been granted certain MARKETING RIGHTS relating to the EVENT by the LOC or by the RIGHTS HOLDER.
- 1.16** "TRIATHLON CANADA" is the governing body for the sport of Triathlon in Canada.

2. ABBREVIATIONS AND ACCRONYMS

- FF&E** – Furniture, Fixture and Equipment
NSF – National Sport Federation
PSO – Provincial Sport Organization
SDRCC – Sport Dispute Resolution Centre of Canada
STEAM – Sport Tourism Economic Assessment Model

3. CONDITIONS

- 3.1** This Agreement and all of the covenants, agreements, representations, warranties and indemnities contained herein are subject to and conditional upon their compliance with:
- 3.1.1 The covenants, agreements, representations, warranties and indemnities contained in the RIGHTS HOLDER CONTRACT;
- 3.1.2 RIGHTS HOLDER'S RULES AND REGULATIONS such as LOC requirements and ITU Event Organizer Manual as those terms are defined in the RIGHTS HOLDER CONTRACT; and,
- 3.1.3 The laws of Canada and the Province of British Columbia.

4. LOC OBLIGATIONS

4.1 General

The LOC undertakes and agrees:

- 4.1.1 To ensure that the NSF President or designate NSF board member is a voting member on the LOC Board of Directors;
- 4.1.2 To pay for all the expenses related to the commitments made during the Domestic Bid process outlined in this agreement.

4.2 Support and Partnerships

The LOC undertakes and agrees to:

- 4.2.1 Cooperate fully with the RIGHTS HOLDER and include the NSF & HOST BRANCH in the planning and hosting of the EVENT;

4.3 Competition Aspects

The LOC undertakes and agrees to:

- 4.3.1 Organize the Event as per the RIGHTS HOLDER CONTRACT AND THE RIGHTS HOLDER RULES AND/OR REGULATIONS;
- 4.3.2 Provide all competition equipment and other relevant equipment for the proper conduct of the EVENT. In the event that competition equipment must be purchased for the EVENT, the LOC is responsible to ensure that all the equipment purchased for the EVENT will not be sold and will remain available for future ITU and Triathlon Canada competitions in <REGION> without any time limit;
- 4.3.3 Work in collaboration with the NSF and the HOST BRANCH to train and select the Technical Officials.

4.4 Technical Officials

The LOC undertakes and agrees to:

- 4.4.1 The total number of National-level Technical Officials (NTOs) officiating at an event will be determined and agreed on between the Technical Delegate, the LOC and Triathlon Canada. In addition to the requirements identified in the ITU EOM and the ITU LOC Requirements for Continental Events. A full technical program fee for all event types has been included in the formal bid document and Appendix B below. This fee is inclusive of all honoraria, per diems and travel subsidies, and has been provided as a total program value to provide transparency for budgeting purposes to all host events.
- 4.4.2 As per the ITU Event Organiser's Manual, the LOC will provide:
 - a) Accommodation and transportation for out-of-town Technical Officials for a maximum span of one night prior to the start of the event, or starting the day of the first athlete briefing (whichever comes first), and one night after the closing of the event;
 - b) Triathlon Canada must approve the accommodation plan for technical officials;
 - c) Ground Transportation and meals (provided during competition days/time), to all Technical Officials including two social functions (opening athlete dinner and closing banquet);

- d) A souvenir to all Technical Officials,
- e) A meeting area for all Technical Officials at the venue.

4.4.3 Triathlon Canada will work with the PSO and LOC to identify and train as many local TOs to officiate the event as possible.

4.5 Financial and administration aspects

The LOC undertakes and agrees to:

- 4.5.1 Assume responsibilities for all expenses, fees and costs concerning the hosting and operation of the EVENT;
- 4.5.2 Be solely responsible for any deficit that might result from the staging of the EVENT;
- 4.5.3 Provide to the ITU, the NSF & Government partners independently audited statements within six months after the end of the EVENT;
- 4.5.4 Refrain from using the NSF's MARKS without the prior approval of the NSF;
- 4.5.5 During the EVENT, collect on-site survey data for the production of an economic impact analysis in order to validate the economic impact projection.

4.6 Consideration, Budget and Accounting

- 4.6.1 The LOC agrees to pay Triathlon Canada a Sanction fee of <SANCTION FEE FOR EVENT LEVEL> and <PER ATHLETE FEE> as well as Technical Official on-site costs. The <PER ATHLETE FEE> fee will be directly deposited to Triathlon Canada during the athlete registration through NTRS.
- 4.6.2 As per the Hosting Policy the LOC will have sound fiscal and human resource management, including financial statements that adhere to generally accepted accounting principles, annual reports, and other appropriate management and internal control framework that includes among other things, administrative and financial policies such as segregation of duties, purchasing and contracting, cheque signing and staffing and asset management.
- 4.6.3 All public funds received by Triathlon Canada in association with the Event, including any contributions from Sport Canada, will be payable to the LOC for the management and organization of the Event and governed by the terms of the Contribution Agreement(s). Triathlon Canada reserves the right to hold-back a portion of this funding to ensure all costs associated with the Technical Official Program and the Canadian Anti-Doping program costs are covered.
- 4.6.4 In partnership with the LOC, Triathlon Canada will approve all aspects of the event budget and approve all expenditures.

- 4.6.5 The LOC will be required to submit to Triathlon Canada Audited Financial Statements, consisting of the organizations Statement of Financial Position or Balance Sheet, Statement of Operation or Income Statement, Statement of Retained Earnings or Statement of Changes in Net Assets, Statement of Cash Flows (when applicable) as well as the Notes.
- 4.6.6 Triathlon Canada reserves the right to audit or cause to have the audited the accounts and records of the Recipient for a period of up to five years after the end of an Agreement to ensure compliance with the terms and obligations of the Agreement.
- 4.6.7 All expenses incurred as a result of the Event will be the sole responsibility of the LOC. For further clarification, Triathlon Canada will not be responsible in any way for any monies, losses, or expenses incurred by the LOC, unless otherwise stated herein.
- 4.6.8 The LOC acknowledges that no employee, agent or representative of Triathlon Canada has made any oral, written or visual representation or projection of actual or potential sales, earnings or net or gross profits. The LOC represents that it understands the risks of operating the Event and is able to bear such risks. The LOC acknowledges the success of the Event will depend primarily on the LOC's own efforts and abilities.
- 4.6.9 Triathlon Canada guarantees no registration or participation by an individual or club in the Event; and moreover, it guarantees no number of registrations.
- 4.6.10 The LOC will open a separate and independent bank account for the Event OR have clearly separated financial statements specific to the EVENT.
- 4.6.11 The LOC will maintain full and accurate accounting and records of all LOC receipts, disbursements, revenues and expenses with regard to the Event.
- 4.6.12 The LOC will notify Triathlon Canada of any potential expenses which may be greater than the approved Budget. The LOC will be solely responsible for any cost overruns incurred by the LOC.
- 4.6.13 The LOC will submit to Triathlon Canada an accurate Statement of Revenue and Expenditures that will include all receipts and invoices within forty-five (45) days following the completion of the Event.
- 4.6.14 Subject to Triathlon Canada receipt of the Statement of Revenue and Expenditures and upon satisfactory verification of its accuracy, Triathlon Canada will forward to the LOC, within ten (10) days from the date of verification, the balance of monies owed to the LOC including any holdback funds, if any. If there are any discrepancies with the Statements, Triathlon Canada will notify the LOC who will act accordingly.
- 4.6.15 To ensure that all Parties to this Agreement are kept informed of the Event's financial situation, the LOC will provide Triathlon Canada with detailed income and expense statements made in the previous calendar months for the Event on the fifteenth day of each month thereafter until the commencement and completion of the Event.

- 4.6.16 Triathlon Canada may appoint, at Triathlon Canada’s discretion, a representative to inspect any sections of the books and accounts in relation to the Event at Triathlon Canada’s expense.

4.7 Registration and Race Entries

The LOC undertakes and agrees:

- 4.7.1 Triathlon Canada and the LOC will mutually agree to the price for race entry fees;
- 4.7.2 The LOC will use the National Triathlon Registration System (NTRS) for any athlete entries that fall outside the ITU athlete entry system;
- 4.7.3 The LOC will provide complimentary race entries for all Triathlon Canada National Team and National Development Team Athletes.

4.8 Government of Canada Support and Funding

The LOC undertakes and agrees:

- 4.8.1 Where applicable, Triathlon Canada will support an application for funding under the Federal Policy for Hosting International Sport Events (the “Hosting Policy”). The LOC must abide by all Policy Requirements including:
- a) Respect of Federal Policies
 - b) Respect of bidding and hosting processes
 - c) Sound use of federal funds
 - d) Demonstrated contribution to sport development
 - e) Acknowledgement and access

The Hosting Policy can be found here: [Federal Policy for Hosting International Sporting Events](#)

- 4.8.2 The LOC will endeavour to promote English and French (Canada’s Official Languages) and to support the development of Official Language minority communities. The Sport Canada Hosting agreement activities and Official Language requirements will be adhered to should funding be granted.
- 4.8.3 The LOC understands that Sport Canada Hosting funding is not a guarantee. Any request for Sport Canada Hosting funding is determined solely by Sport Canada. The Sport Canada Hosting funding agreement is exclusively between Sport Canada and Triathlon Canada. Triathlon Canada reserves the right to hold back any portion required to ensure all costs associated with the Technical Official Program and the Canadian Anti-Doping program costs etc. are covered.
- 4.8.4 The LOC will adhere to the Government Policy on Tobacco Sponsorship of National Sport Organizations. The policy is available at the following address: [Federal Policy on Tobacco Sponsorship of National Sport Organizations](#)

4.9 Anti-Doping

The LOC undertakes and agrees to:

- 4.9.1 Provide doping control services and comply with both the ITU Anti-Doping Rules and World Anti-Doping Agency Code. The Canadian Centre for Ethics in Sport (CCES) provides these services in Canada and obligates Triathlon Canada to act as a guarantor for the payment of their services and to settle any outstanding amounts within a reasonable time frame after the end of the event. Triathlon Canada therefore reserves the right to withhold from the LOC up to 50% of the total cost associated with these services from any monies that Triathlon Canada administers on behalf of the LOC and/or to require the LOC to place these monies in trust with Triathlon Canada upon signing the Doping Control Services Agreement.
- 4.9.2 Cooperate with the NSF and the Canadian Centre for Ethics in Sport (CCES) to ensure that any and all Doping Control Procedures required by the RIGHTS HOLDER are properly administered under the established policies, and that the appropriate facilities, support personnel and materials are provided, with costs for anti-doping tests, CCES coordination fee. All associated costs for such procedures being borne by the LOC.

4.10 Prize Money

- 4.10.1 As per the *ITU Continental Events Rules and Recommendations*, the LOC must provide the minimum required prize money in USD to be divided equally among the top ranked female and male athlete in amount and depth. The prize money shall be delivered to Triathlon Canada at least 60 days prior to the event, unless otherwise expressly agreed by Triathlon Canada and the LOC.

4.11 Marketing

The LOC undertakes and agrees to:

- 4.11.1 Provide exposure for GOVERNMENT PARTNERS;
- 4.11.2 Provide NSF branding exposure in accordance with ITU branding guidelines and upon the approval of the NSF;
- 4.11.3 Provide media (e.g. photos and videos) with Team Canada athletes with full rights of distribution and usage to Triathlon Canada;
- 4.11.4 Work cooperatively with the NSF to host a '**Canada House**' during the Event, if applicable. All room(s) including but not limited to set-up, signs, equipment, audio-visual, internet access and technology equipment necessary for the Canada House are to be provided free of charge by the LOC;
- 4.11.5 Work cooperatively with the NSF to implement a collaborative FRIENDS' Program in order to ensure the best possible opportunities for the local businesses and NSF partners. Provide up to five FRIENDS packages to the NSF at no cost for NSF partners to be linked with this

program (provided that the NSF partner category is not in conflict with the SPONSOR category identified by the LOC).

4.12 Communication

The LOC undertakes and agrees to:

- 4.12.1 Promote and market the EVENT to the best of their ability with support from the NSF and HOST BRANCH;
- 4.12.2 Implement with the collaboration of the educational partners, NSF and HOST BRANCH, an educational program that will reach every educational institution in the region where the EVENT will be taking place;
- 4.12.3 Coordinate with the NSF to ensure that appropriate NSF spokespersons are included in all media events prior to and during the EVENT. Inform the NSF one week in advance of any press event to be held to allow the NSF time to decide if they wish to participate. Cost to be paid by the NSF. However, if for any reasons, both Parties agree that a representative of Triathlon Canada is required in <HOST CITY>, the LOC will pay for the travel (i.e. airplane) and accommodation costs (bed and breakfast)

4.13 Media Services

The LOC undertakes and agrees to:

- 4.13.1 Prepare an initial list of Canadian accredited national media personnel to cover the EVENT. The LOC will send the final media list to the NSF after the EVENT.
- 4.13.2 The LOC will inform the NSF of their National Broadcaster approach; if need be, the LOC will associate the NSF into the process.

4.14 Television and Media Rights

- 4.14.1 The event will retain the national distribution rights for its event and ITU will retain the international TV distribution rights.
- 4.14.2 Triathlon Canada will liaise with national broadcasters to negotiate broadcasting terms for the Event on behalf of the parties.
- 4.14.3 The LOC shall cooperate with Triathlon Canada to ensure that:
 - a) Triathlon Canada Sponsors have a first opportunity for 60 days to purchase television broadcast spot(s) through a designated network;
 - b) Triathlon Canada Sponsors have the first opportunity for 60 days to purchase opening and closing billboards from the LOC at fair market value.

4.15 Hosting Services (VIPs and Sponsors)

The LOC undertakes and agrees to:

4.15.1 Provide the NSF and HOST BRANCH, free of charge, one VIP ticket for the following categories of persons:

- NSF Board of Directors members
- Host Branch Board of Directors members
- Provincial President
- NSF CEO
- Host Branch Executive Director

4.15.2 Provide the NSF and HOST BRANCH, free of charge, one VIP ticket for the following categories of persons:

4.15.3 Provide the NSF and HOST BRANCH, free of charge, 10 grandstand tickets per day

4.15.4 Coordinate with the NSF to ensure that appropriate NSF and HOST BRANCH representatives are included in all EVENT related social functions and that appropriate NSF spokespersons are included;

4.15.5 Ensure that all NSF accredited representatives (Canadian athletes/coaches/support staff, technical officials, NSF Board of Directors members and HOST BRANCH Board of Directors members) are invited to the Opening Ceremony Athletes Dinner and Closing Ceremony Award Dinner if applicable;

4.16 Sponsorship and Donations

The LOC undertakes and agrees to:

4.16.1 Acknowledge Triathlon Canada as a major partner of the event; visibility includes, but is not limited to:

- a) Acknowledgement as a major partner in any digital or print communications including website, newsletters, and promotional material.
- b) Acknowledgement at all public activities.
- c) Acknowledgement on the Finishing Tape, Finish Gantry, Podium Backdrop and Media (Press Conference/Interview) Backdrop as per the Triathlon Canada Branding Guidelines.
- d) Space for 'Canada House', a Triathlon Canada tent approximately 20x20) in a high demand and prominent area.

4.16.2 The LOC will provide Triathlon Canada Sponsors with the first right of refusal to Naming (Title) Rights Sponsor for the Event based on the conditions as set by the LOC.

- 4.16.3 The LOC cannot accept sponsors that conflict with Triathlon Canada's Sponsors without the written permission of Triathlon Canada. All potential sponsors must be approved by Triathlon Canada and such approval will not be unreasonably withheld.
- 4.16.4 Should Triathlon Canada be in advanced negotiations with a Sponsor, both Triathlon Canada and LOC will act reasonably and in good faith in keeping the category or categories open until such time as the Sponsor is confirmed or it is determined the partnership will not be completed in time for the event.
- 4.16.5 In the event Triathlon Canada obtains a sponsor after the awarding of an event, Triathlon Canada may not impose the sponsor on the LOC; however, the LOC agrees that it will try to find common ground with Triathlon Canada and the Sponsor and resolve any issues in a timely manner that is beneficial to both parties.
- 4.16.6 Triathlon Canada shall provide the LOC with all relevant information about a Sponsor or Sponsor category pertinent to the event within 60 days of the awarding of the event by the ITU or the signing of the new Sponsor.
- 4.16.7 The LOC agrees that Triathlon Canada has the right to market and sell merchandise at the event and at all associated activities specifically for the purpose of raising revenue for Triathlon Canada.

Exposure for Triathlon Canada Sponsors

- 4.16.8 The LOC will provide Triathlon Canada Diamond, Platinum and Gold level sponsors at no cost with:
- a) expo venue space (20 x 20) in a high demand and prominent area, for the purposes of display and sale of product;
 - b) free advertisement page (four colour if available) and a logo on the cover of official event program if such a program is published;
 - c) logo identification on event website;
 - d) logo identification on entry forms, press release, advertising, results and any official print material and t-shirts;
 - e) the rights to distribute premiums at the event at no charge as agreed to;
 - f) the right to participate in the presentation of awards at the awards ceremony;
 - g) eight (8) tickets to VIP viewing areas (if tickets are used or sold);
 - h) four (4) tickets to all social events (if tickets are used or sold);
 - i) four (4) complementary age-group race entries;
 - j) signage (supplied by sponsor) in prominent locations including the race finish area, transition area, swim area, swim finish and any other areas determined. If sponsors are not available to place signs, this shall be the responsibility of the LOC following the approved branding plan;
 - k) category exclusivity unless otherwise approved by Triathlon Canada.

4.16.9 The LOC will provide Silver, Bronze & Supplier Level Triathlon Canada Sponsors where designated at no cost with:

- a) expo Venue Space (standard size 10X10) in a high demand and prominent area, for the purposes of display and sale of product;
- b) 4 VIP Passes for access to viewing and social events;
- c) recognition of Sponsor on Sponsorship Page of Official Event Program, the Event website and on event t-shirts;
- d) category exclusivity unless otherwise approved by Triathlon Canada.

4.16.10 The LOC will support the Triathlon Canada Friends program. This will include recognition of commercial or non-commercial organizations not in conflict with LOC Sponsors prior to and during the event.

4.16.11 If Triathlon Canada has a direct National level travel and accommodation sponsor, the LOC will provide this sponsor first right of refusal for any sponsorship.

4.17 Accommodation

The LOC undertakes and agrees to:

- 4.17.1 Give first right of refusal to the Canadian Team for their accommodation selection within the proposed team accommodation venue. Provide one conference/working room to the NSF in addition to the accommodation, at no charge; and
- 4.17.2 To pay the cost of accommodations (three stars or, equivalent) for up to 3 NSF representatives (as determined by Triathlon Canada) for a maximum of 5 nights to attend the EVENT.

4.18 Equipment and Materials

The LOC undertakes and agrees to:

- 4.18.1 Triathlon Canada may require the LOC to update or modify equipment or materials as is reasonably necessary to maintain proper operations and an aesthetic appearance and professional image. Within fourteen (14) days after receipt of written notice, the LOC will fully implement and complete such changes.
- 4.18.2 The LOC agrees that Triathlon Canada representatives will have the right to inspect the operation of the Event, check operations, supplies, and equipment and determine whether the Event is being conducted in accordance with this Agreement.
- 4.18.3 In the event any such inspection indicates deficiency or unsatisfactory condition with respect to any matter required under this Agreement, Triathlon Canada will notify the LOC in writing of the LOC' non-compliance. The LOC will repair such deficiencies at their own expense.

5. NSF OBLIGATIONS

The NSF undertakes and agrees:

5.1 General

- 5.1.1 Nominate a NSF staff contact person during the planning phases of the EVENT;
- 5.1.2 Cooperate fully with the LOC in the hosting and staging of the EVENT in accordance with the terms of this Agreement and the RIGHTS HOLDER CONTRACT and the RIGHTS HOLDER RULES AND REGULATIONS;

5.2 Support and Partnerships

The NSF undertakes and agrees to:

- 5.2.1 Facilitate and assist in all negotiations with:
 - The Government of Canada,
 - Sport agencies as may be required at the reasonable request(s) of the LOC.

5.3 Competition

The NSF undertakes and agrees to:

- 5.3.1 Recruit, develop, train, promote and maintain a team of competitive Canadian athletes for participation at the EVENT as per High Performance selection policies in order to provide a full team to the EVENT;
- 5.3.2 Coordinate all aspect of the Canadian team;
- 5.3.3 Approve the appointment of all Canadian Technical Officials, provide them adequate training;
- 5.3.4 Liaise with the Canadian Centre for Ethics in Sport (CCES) and assist the LOC in ensuring compliance with the Canadian Anti-Doping Program.

5.4 Financial and administrative aspects

The NSF undertakes and agrees to:

- 5.4.1 If applicable, work cooperatively with the LOC to apply for and secure Sport Canada Funding. Events will be prioritized according to the Triathlon Canada hosting strategy as the EVENT relates to alignment with the established High Performance Program.
- 5.4.2 Manage and ensure compliance and serve as liaison and signatory for Sport Canada Hosting Program (applicable only for ITU/CAMTRI events) and/or any other funding partners as required.

5.5 Marketing and Communication Aspects

The NSF undertakes and agrees to:

- 5.5.1 Work cooperatively with the LOC to develop a Marketing Plan to ensure the best possible marketing opportunities for the EVENT;

5.6 Communication and media services

The NSF undertakes and agrees to:

- 5.6.1 Work cooperatively with the LOC to develop, with the HOST BRANCH, a Communications Plan to ensure the best possible communications opportunities for the EVENT;
- 5.6.2 Provide the names and biographies of NSF representatives who will be available to speak on behalf of the NSF at press conferences, receptions, and similar functions;
- 5.6.3 Make available to the LOC, pictures of Canadian athletes, free of photographers' and athletes' rights;
- 5.6.4 Act as the liaison between the athletes and the LOC in the use of athletes to promote the EVENT. All athlete's expenses related to these activities are to be paid by the LOC;
- 5.6.5 Promote the EVENT on the NSF's website and through other communication vehicles;

5.7 Logistics

The NSF undertakes and agrees to:

- 5.7.1 Provide full details of all NSF Board Members, staff and other designated personnel as well as HOST BRANCH members who require accreditation at the EVENT to the LOC.

6. DISPUTE RESOLUTION

- 6.1 Any dispute arising from or related to the present Agreement will be submitted exclusively to the Sport Dispute Resolution Centre of Canada (SDRCC) or its successor, and resolved definitively in accordance with the SRDCC Code, found at www.crdsc-srdcc.ca, as amended from time to time. The panel will consist of one arbitrator. The language of the arbitration shall be English. The costs of the arbitration will be determined by the arbitrator.

7. CONFIDENTIALITY

- 7.1** The parties acknowledge that the content, in particular the financial details of, and any information disclosed pursuant to, this Agreement is confidential, and agree to do all things necessary to preserve such confidentiality, except to the extent that:
- 7.1.1 Disclosure is required by law, or contents are, or the information is, in the public domain (other than in breach of this Clause), or
 - 7.1.2 Disclosure is necessary within the NSF, HOST CITY, or LOC as part of the ordinary reporting or review procedure, or
 - 7.1.3 Disclosure is made to the NSF's, LOC's professional advisers or consultants who have a legitimate need to know such contents or information and who agree to be bound by this Clause.

8. TERMINATION

- 8.1** Unless otherwise agreed to by the parties hereto in writing, this Agreement shall automatically expire should any of the following events take place:
- 8.1.1 The bankruptcy or insolvency of either the NSF or LOC or all of them;
 - 8.1.2 The appointment of a receiver for any of the assets of either party or of all parties; the making of an assignment for the benefit of creditors of or by either party or all parties; or the taking of any similar action, such as requesting a creditor's assignment or a composition of creditors;
 - 8.1.3 90 days following the completion of the EVENT.
- 8.2** Triathlon Canada may terminate this Agreement and revoke the Event sanction granted by this Agreement at any time in advance of the Event if the LOC fails to fulfil its obligations under this Agreement. Once the Event is underway, Triathlon Canada will have the authority to terminate the Event if the technical standards are not being met and/or the safety of participants or patrons at the Event are at risk.
- 8.3** Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.
- 8.4** If at any time during the Agreement hereof, a Party is charged with any act of or thing which, is an offense involving moral turpitude under applicable law or is otherwise involved in any activity or conduct which may bring the other Party's reputation, image, products and/or services into disrepute, contempt, scandal or ridicule, then such party will have the right to immediately terminate this agreement.

8.5 Conditions following termination include:

8.5.1 In the event this Agreement is terminated, the parties will:

- a) Pay all monies owed in accordance with this Agreement.
- b) Pay all their respective undisputed debts owing to creditors relating to this Agreement.
- c) Immediately cease using the Intellectual Property, and Trade Marks of the other Party.
- d) Immediately cease using any materials bearing the Intellectual Property and Trade Marks of the other party.
- e) Not divulge or use any Confidential Information.

9. INSURANCE

- 9.1** The LOC will maintain in force during the Event a comprehensive general liability insurance policy in the amount of five (5) million dollars and minimum cover in the case of damage and cancellation of the Event in the amount of five hundred thousand dollars (\$500,000). The LOC will name Triathlon Canada as an additional named insured and provide proof of such insurance one (1) month prior to the Event or upon the request of Triathlon Canada. Any such certificate will include coverage for cross liability.
- 9.2** The LOC will recognize all Triathlon Canada annual members and will not charge them for additional race insurance. Annual membership will be validated through the NTRS and/or at race-day check-in for those provinces that are not on the NTRS system.
- 9.3** Any change to the insurance provided for in Section 9.1 will be communicated to the other party immediately.

10. LIABILITY AND INDEMNITY

- 10.1** The LOC will indemnify and hold harmless the NSF and its directors, officers, committee members, volunteers, consultants, agents and employees ("NSF Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the NSF Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whatsoever, to the extent resulting from, or arising out of, directly or indirectly:

- a) Any negligent act or omission or wilful misconduct of the LOC or its directors, officers, servants, subcontractors, employees or any other persons for whom in law the LOC is responsible who are acting under the LOC's direction or supervision; or
- b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the LOC.

10.2 The NSF will indemnify and hold harmless the LOC and its directors, officers, committee members, volunteers, consultants, agents and employees ("LOC Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the NSF Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whatsoever, to the extent resulting from, or arising out of, directly or indirectly:

- a) Any negligent act or omission or wilful misconduct of the NSF or its directors, officers, servants, subcontractors, employees or any other persons for whom in law the NSF is responsible who are acting under the NSF's direction or supervision; or
- b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the NSF.

10.3 The provision of clauses 10.1 and 10.2 will continue in force indefinitely after termination of this Agreement.

11. PROTECTION OF PERSONAL INFORMATION

11.1 The LOC will use Personal Information (information about an identifiable individual) collected in accordance with this Agreement only for the purposes of the responsibilities described herein and for no other purpose.

11.2 The LOC will not use Personal Information without permission for marketing, solicitation or communications of the LOC' products or services; or disclose Personal Information to any third party. Any breach of this paragraph is grounds for immediate termination of this Agreement.

11.3 Sections 11.1 and 11.2 will survive the termination of this Agreement in perpetuity

12. INTELLECTUAL PROPERTY

12.1 The Parties agree not to register or claim any rights in respect of the Trademarks and Intellectual Property owned by the other Party.

- 12.2** The Parties guarantee, represent and warrant that they have the legal right and responsibility to provide the rights and benefits granted to the other parties under this Agreement. The Parties further guarantee, represent and warrant that the products and logos exchanged in this agreement are accurate and do not contain any fraudulent, deceptive or obscene materials and will not violate any law or regulation, or any rights of any third party, including, but limited to, any copyright, trademark, image or other proprietary, property or contractual right.
- 12.3** All rights in Triathlon Canada trade-marks, service marks, logos and brands belonging to Triathlon Canada (collectively “Triathlon Canada Trade-marks”), patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world, (collectively “Triathlon Canada Intellectual Property”) is and will remain the property of Triathlon Canada and nothing in this Agreement will imply any transfer of ownership, right, title or interest in respect of such Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property apart from the license granted herein. The rights of the Parties will be limited to use of such intellectual property rights only so far as to give this Agreement force and effect.
- 12.4** The LOC may not revise or modify Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property or material in any way and must be displayed in the same form and colours as provided by Triathlon Canada, except with Triathlon Canada’s prior written approval.
- 12.5** Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by The LOC during the term of this Agreement, or otherwise produced in connection with this Agreement will be owned solely by Triathlon Canada, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

13. ASSIGNMENT, AGENCY AND/OR PARTERSHIP

- 13.1** The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation and nothing in this Agreement will be construed as making the Parties partners or in a joint venture.
- 13.2** The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.

14. FORCE MAJEURE

- 14.1** Notwithstanding anything to the contrary contained herein, if the LOC's facilities are materially damaged, or if the LOC is otherwise unable to provide adequate facilities for the Event by reason of any strike, labour controversy, governmental ordinance, court order, administrative ruling or other cause beyond the LOC' reasonable control, so as to render it impossible or impracticable for the LOC to stage the Event on the dates scheduled, the LOC will give Triathlon Canada notice as to such, and Triathlon Canada upon receiving such notice may elect either to cancel the Event, to postpone the Event date or operate the Event on its own accord.
- 14.2** In the event that Triathlon Canada elects to cancel the Event under section 14.1, neither party will have any further rights, liabilities or obligations to the other with respect to the Event and all Parties will be responsible for their own expenses.

15. GENERAL

- 15.1** The rights and obligations of the parties hereto are not assignable in whole or in part except by written assignment approved and executed by the parties hereto;
- 15.2** The failure by either party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights and remedies granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances;
- 15.3** Any notice or other written communication required or permitted hereunder shall be in writing and:
- a) Delivered personally to the party or, if the party is a corporation, an officer of the party to whom it is directed;
 - b) Sent by registered mail, postage prepaid, return receipt requested; or
 - c) Sent by facsimile or email with all necessary charges fully prepaid, and confirmation of delivery requested.
- 15.4** All such notices shall be addressed to the party to whom it is directed at the following addresses:

NSF

Attention: Kim Van Bruggen

Address: Suite 121-1925 Blanshard Street, Victoria, BC V8T 4J2

Phone: 250-412-1795 ext 224

Email: Kim.VanBruggen@triathloncanada.com

LOC

<LOC CONTACT AND ROLE>

<LOC ADDRESS>

<PHONE>

<EMAIL>

- 15.5** If any clause, or part thereof, contained in this Agreement shall be determined to be invalid by a Court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, the effectiveness of which does not depend on the validity of the invalid paragraph of part thereof;
- 15.6** Time shall be of the essence in this Agreement and every part thereof;
- 15.7** This Agreement contains the entire Agreement of the Parties. It may not be changed orally but only by agreement in writing signed by the Parties against whom enforcement of any waiver, charge, modification, extension or discharge is sought;
- 15.8** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument;
- 15.9** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia;
- 15.10** The Parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction to determine all disputes and claims arising between the parties;
- 15.11** This agreement shall ensure to the benefit of and be binding upon the Parties and their permitted assigns or successors.



IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in two (2) original copies by their duly authorized representatives on the day and year written below:

NSF

Organization: TRIATHLON CANADA

By: Kim Van Bruggen

Title: Chief Executive Officer

Signatures _____

Date: [day] _____ / [month] _____ / [year] _____

Witness: [insert name] _____

Title: [insert title/position] _____

LOC

Organization:

By: _____

Title: _____

Signatures _____

Date: [day] _____ / [month] _____ / [year] _____

Witness: [insert name] _____

Title: [insert title/position] _____



APPENDIX A: RACE FORMAT REQUIREMENTS

This section will outline any specific requirements for course design or format.



APPENDIX B: BREAKDOWN OF FEES

Hosting Fees & Payment Schedule:

Base Sanctioning Fee: <HOSTING FEE>
 Per Athlete Fee: <PER ATHLETE FEE>
 Technical Program fee: <TECHNICAL FEE>

Fee Type	Amount	Due Date
Base Sanctioning/Hosting Fee Deposit	50%	Invoiced on Agreement Signing
Remaining Base Sanctioning/ Hosting Fee	<AMOUNT>	Within 30 days of event completion
Per Athlete Fee	<AMOUNT>	Charged at time of registration (NTRS)

Per Athlete Fee:

Triathlon Canada requires that each athlete participating in the Triathlon Canada endorsed event be charged a <PER ATHLETE FEE> athlete fee. This fee will support Triathlon Canada presence at races, coaching development, communication and promotion, and will further the development of the KITCan (Kids in Triathlon Canada) program and other triathlon development programming in Canada. This “Per athlete fee” will be charged automatically at the point of registration in the NTRS.

Technical Officials Program:

A Technical Program of officials is required for the successful running of all sanctioned events. The officials are there to ensure a safe and fair competition, and are critical to the successful running of a quality event. The number and level of Technical Officials (TOs) officiating at a Triathlon Canada event depends on the level of the event (e.g., CAMTRI versus Age-Group Qualification Event). The range of TO’s required generally varies between 15 and 30. Please note that Sport Canada funding can be applied to the costs associated to the Technical Program. Triathlon Canada will work with the PSO and LOC to identify and train local TOs to officiate the event.

Set fees for a technical program meeting the requirements of each event type have been generated. For 2019, based on feedback from 2018 host events, this will be published as a full program value rather than breaking out individual costs to be calculated out post event. The goal is to provide a solid and transparent figure for budgeting purposes at the beginning of the bid process. The full program value includes honoraria, per diems, and travel subsidies. There is an accommodation requirement for the technical program as well, which is outlined below. Many LOCs manage the accommodation component through partnerships with their host cities or hotels.

<FULL TECHNICAL PROGRAM FEE AND BREAKDOWN>

Technical Program Accommodation Requirements:

Accommodation for officials must be provided per the table below. A variety of accommodation options are acceptable (hotel, AirBNB, university lodging, billeting etc.), as double-occupancy rooming. Officials may NOT be accommodated in **dorm-style** hostels or similar. The accommodation plan must be provided to and approved by the Triathlon Canada Technical Director.

BID OPTIONS	# of EVENT days	TOTAL DAYS REQUIRED		
		TD*	RR/MD*	Officials
ITU World Triathlon Series (WTS)	2	6	5	4
ITU World Paratriathlon Series (WPS)	1	5	4	3
ITU World Cup (WC)	1	5	4	3
ITU Paratriathlon World Cup (PWC)	1	5	4	3
CAMTRI Continental Championship	1	5	4	3
CAMTRI North American Junior Championship	1	5	4	3
CAMTRI Continental Cup (<i>Heats/Finals</i>)	2	6	5	4
National Multisport Championship (<i>Elite & Age Group</i>)	2	6	5	4
National Triathlon Championship (Elite & Age Group)	2	6	5	4
Development Series	1	5	4	3
Age Group World Championship Qualification	1	5	4	3

*TD: Technical Delegate (3 days prior, 1 day post)

*RR: Race Referee (2 days prior, 1 day post)

*MD: Medical Delegate (2 days prior, 1 day post)

APPENDIX C: CURRENT TRIATHLON CANADA SPONSORS

Triathlon Canada's current sponsors/partners include:

	Property	Level
Sponsors		
City of Victoria	Head Office/NPC	PLATINUM
2XU	Technical Apparel	GOLD
Zone3	Wetsuits/Swim Gear	GOLD
Zizu Optics	Eye Wear	SILVER
Garneau	Bikes/Technical Apparel	SUPPLIER
Training Peaks	Endurance Training	SUPPLIER
Funding Partners		
94 Forward	Funding Partner	DIAMOND
Canadian Olympic Foundation (COF)	Funding Partner	DIAMOND
Government of Canada	Funding Partner	DIAMOND
Own the Podium (OTP)	Funding Partner	DIAMOND
Sport Canada	Funding Partner	DIAMOND
Canadian Olympic Committee (COC)	Funding Partner	PLATINUM
Canadian Paralympic Committee (CPC)	Funding Partner	SILVER
Major Stakeholders		
Canadian Sport Institute (CSI)	Major Stakeholder	
Coaching Association of Canada (CAC)	Major Stakeholder	
Canadian Centre for Ethics in Sport (CCES)	Major Stakeholder	
International Triathlon Union (ITU)	Major Stakeholder	
2014 Edmonton Triathlon Legacy Foundation	Major Stakeholder	