



*Fédération
Aéronautique
Internationale*

Organiser Agreement

...th FAI Name Name Championship

Place, Country

20--

Document for information only. The actual Organiser Agreement will be issued by FAI Head office after event has been awarded by the respective FAI Air Sport Commission.

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Contents

1	Parties	3
2	Appointment as Organiser	3
3	Event	3
4	Bid Document / Sanction Application	4
5	FAI Rules & Regulations	5
6	Media Rights and Audio-Visual Coverage	6
7	Commercial Rights	6
8	Financials / Budget.....	8
9	Insurance	8
10	Cancellation	8
11	Indemnity.....	10
12	Binding Agreement.....	10
13	Law and Jurisdiction.....	10
14	Annex A: FAI Aerobatics Commission – Financial Agreements	11
15	Annex B: FAI Aerobatics Commission – Specific Other Agreements	11
16	Annex C: Bid Document / Sanction Application	11

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1 Parties

Fédération Aéronautique Internationale (FAI) of Maison du Sport International, Avenue de Rhodanie 54, CH-1007 Lausanne, Switzerland ("FAI")

The FAI (World Air Sports Federation) is the sole internationally recognised governing body for air sports world wide and controls and owns all rights concerning this Organiser Agreement (OA). The FAI is the first party to this OA.

FAI Aerobatics Commission (ASC) of Maison du Sport International, Avenue de Rhodanie 54, CH-1007 Lausanne, Switzerland ("FAI").

The FAI Aerobatics Commission is the FAI body responsible for ASC events held under the auspices of the FAI and is the body responsible for the conduct of competitions in that discipline. The FAI Aerobatics Commission is the second party of this OA. For the avoidance of doubt, the FAI Aerobatics Commission is an operational body and does not constitute a legal entity distinct from the FAI and is therefore not an independent party to this OA.

Holder of the Sporting Powers of full address and country.

The National Air Sport Control (NAC) is the FAI Member of the country in which the Sporting Event is to take place. When it has retained the Sporting Powers in respect of the air sport discipline at stake, the NAC is the third party of this OA. However, if and when the NAC has delegated the Sporting Powers to another entity (e.g. a national federation governing the air sport discipline at stake), then this entity, as holder of the Sporting Powers, becomes the third party to the OA. The holder of the Sporting Powers may act directly as EVENT organiser or may designate another party (the Local Organiser) to act as EVENT organiser. In the latter case, references to the ORGANISER in this OA shall also constitute references to the holder of the Sporting Powers.

Name of Local Organiser (LOC) (ORGANISER) of full address and country.

If another party is designated as the Event organiser (ORGANISER) by the Holder of the Sporting Powers, then the ORGANISER is the fourth party to this OA.

2 Appointment as Organiser

With the approval and endorsement of the holder of the Sporting Powers, the ORGANISER has submitted a bid to organize the EVENT and said bid has been accepted and sanctioned by the ASC (see article 4.2 below).

Based on this sanction by the ASC and subject to the terms and conditions set forth in this OA, the FAI hereby grants the ORGANISER the exclusive right to organise and stage the Event as detailed below.

3 Event

3.1 Definition of event

As per the FAI Sporting Code General Section, an event that is organised wholly or partly under the rules of the FAI Sporting Codes is termed FAI International Sporting Event (EVENT) as a sporting event in which entry is open to more than one NAC or to individual participants, all of whom hold a valid Sporting License (4.1.2 SC GS).

3.2 Event Title, Date and Programme

The EVENT **Full Name as per FAI Naming Convention** is to take place from **dd.mm.yyyy (Opening Ceremony)** to **dd.mm.yyyy (Closing Ceremony)**.

The EVENT programme is set forth in the attached BID, see Annex C. Required details of the bid are outlined in article 4.1.

3.3 Venue

The EVENT will take place in the Location of **Name** within the Country **Country** and may extend into other countries for entry and overflight purposes.

During the EVENT, the EVENT venue shall be free from commercial markings (except those of EVENT sponsors and partners and those approved by the FAI).

3.4 Management Structure

The ORGANISER shall establish a proper management structure to manage the EVENT, either as an organising committee without corporate structure or under a separate legal entity.

The FAI ASC shall appoint a coordinator who shall act as the main representative and supervisor on behalf of the FAI. The FAI Coordinator shall, in particular, work in close cooperation with the ORGANISER and also liaise with the ASC. The EVENT venue may be subject to inspection by the FAI Coordinator during the EVENT preparation as required by the FAI and/or the ASC. All costs of the activities of the coordinator shall be carried by the respective ASC.

During the preparation and staging of the EVENT, the ORGANISER shall follow any reasonable recommendations made by the FAI.

The FAI Head Office may request clarifications, directly from the ORGANISER or through the ASC, on issues as deemed necessary for the proper conduct of the event.

4 Bid Document / Sanction Application

4.1 Bid

The BID is the document setting forth the terms and conditions under which the ORGANISER proposes and accepts to host the EVENT (BID).

The BID document shall be established and submitted by the ORGANISER in accordance with any specific bid instructions provided in this respect. It shall include statements about, but is not limited to:

- Undertaking to stage the EVENT at world class level in accordance with the provisions of this agreement, the applicable FAI Rules & Regulations and all applicable legal regulations in the country (including without limitation, air traffic regulations, employments and health and safety work regulations),
- Organisational Structure including names and contact details of approved officials,
- Name of the FAI coordinator,
- Event Venue and relevant details,
- Schedule and Programme of the EVENT,
- Safety Management Plan,
- Medical, Rescue and Emergency Services,
- Medals and other forms of recognition or prizes,
- Audio-visual coverage plan (see article 6),
- Commercial rights (see article 7),
- EVENT Logistics, travel (including visa requirements, if any),
- Entry Fees and what they cover,
- EVENT budget (see article 8),
- EVENT insurance (see article 9),
- Distribution of revenues according to FAI By-laws 5.2.1 (see article 7.1),
- Post-EVENT reporting,
- Confirmation that the NAC has been informed about the BID (copy of communication), in the event that the Sporting Powers have been delegated by the NAC.

4.2 **Approved BID**

The BID has been approved in the ASC Plenary Meeting / ASC Bureau on **dd.mm.yyyy**.

The BID as approved by the ASC is attached to this OA as **Annex C**.

The content of the BID, as approved by the ASC (including any specifications and conditions to which the approval was subject to) forms an integrant part of this Agreement and of the undertaking of the ORGANISER hereunder to stage the EVENT in accordance therewith. Such content cannot be modified or altered in any way without the written approval of the ASC.

Breach of the undertakings set forth in the BID shall represent a breach of this OA and may lead to cancellation of this Organiser Agreement.

5 **FAI Rules & Regulations**

The EVENT shall be organised in compliance with the FAI Rules and Regulations in force at the time of the EVENT. To the extent applicable, amendments to the FAI Rules and Regulations following the BID, which are enacted and published before the occurrence of the EVENT shall also apply to the EVENT (allowing reasonable time for adoption by the ORGANISER).

The relevant FAI Rules and Regulations are (including Appendices):

- The FAI Constitution (Statutes, By-Laws)
- The FAI Sporting Code - General Section,
- The FAI Sporting Code of the relevant Air Sport disciplines, here Section 6,
- The FAI ASC Competition Rules (as applicable),
- The FAI Anti-Doping Program (Rules and Procedures),
- The FAI Code of Conduct – Air Sports and the Environment,
- The FAI Rules on Advertising for FAI Air Sport Events,
- The FAI Branding (Styleguide and Logos),
- The FAI Code of Ethics,
- The FAI Protocol for Ceremonies,
- The FAI Casualty Guidelines.

Other reasonable directives, guidelines and/or ad hoc instructions, which the FAI may from time to time issue and communicate to the ORGANISER in the interest of the proper organisation of the EVENT, shall also be applicable.

Failure to comply with the FAI Rules and Regulations and/or directives, guidelines and/or ad hoc instructions, issued to ensure a proper and safe conduct of the event, shall constitute a breach of this OA and may lead to cancellation thereof without prejudice to other remedies.

If either party commits a material breach of this agreement, appropriate communication must be made by officially authorised persons. In the case of such breach being capable of remedy and that party does not remedy such breach within a reasonable period of time related to the nature of the breach, this agreement may be terminated forthwith in writing. Such communication must specify that the notifying party intends to exercise its rights of termination under this article.

6 Media Rights and Audio-Visual Coverage

The event **ORGANIZER** shall use best efforts to provide audio-visual coverage for all forms of broadcast on all platforms including via the internet, internet protocol TV (IPTV), mobile technology and television (including in cable and satellite television), free-to-air and/or pay television and all other forms of broadcast media used) to show the **EVENT**.

An **ORGANIZER** can only enter into agreements with channels that aim at international distribution (e.g. The Olympic Channel) with prior written consent of the FAI.

The **ORGANIZER** shall use best efforts to maximize audio-visual coverage in terms of quality and reach in its host country. A content production plan and a national broadcast/distribution plan is to be submitted to FAI in advance for review and approval.

At any stage, the FAI may introduce its own partners offering specific production capabilities to supplement broadcast coverage and/or virtual coverage of the **EVENT**.

Upon request, any event related coverage produced by the **ORGANIZER** or its local partner(s) shall be provided to FAI for its own international use without any rights restrictions, limitations and without any costs attached except costs for copying the footage onto a harddrive.

The international distribution is subject to FAI approval. FAI retains the right to use any audio-visual coverage of the **EVENT**, including access granted by FAI to its sponsors/partners, without limitation in space or time.

7 Commercial Rights

7.1 Rights assigned to the ORGANIZER

Subject to the terms of this OA, the FAI grants the **ORGANISER** the right to exploit the commercial rights in connection with the **EVENT** including particularly:

- Ticketing,
- Sponsorship rights,
- Merchandising rights,
- Hospitality and Catering Rights,
- In-venue commercial activities (including exhibition, food and beverages activities).

All commercial rights in connection with the **EVENT** shall cease to be effective, at the latest, three months after the end of the **EVENT**.

The **ORGANISER** shall prepare and submit for approval by the FAI a commercial/sponsorship concept which shall be consistent with the FAI Rules on Advertising. The FAI's approval shall not be withheld unreasonably.

The distribution of revenues (according to FAI By-laws 5.2.1) must be specified in the bid document. Upon specific request, the FAI shall be entitled to receive a share of the commercial rights revenues. If the FAI exercises the right to receive such share, this shall be communicated and the conditions notified to the **ORGANISER** as part of the bid conditions.

Irrespective of the specific provisions below, the commercial/sponsorship concept shall preserve a sufficient number of branding and/or promotional opportunities in the **EVENT** publications, tickets, access passes/hospitality, etc. for the promotion of the FAI itself (FAI name and logo) and air sports in general.

7.2 Sponsorship rights reserved by the FAI

(1) FAI Main Partners/Sponsors minimum exposure

The ORGANISER shall, on request of the FAI, provide the FAI and FAI partners with the following exposure:

- One page in the event programme,
- Logos of the FAI and FAI-partners on the website, the event social media channels and press-releases,
- Visual presence on backdrops / photowalls,
- Banners in prime EVENT locations (up to a maximum of 5 to be determined by the FAI).

The above rights shall be granted free of charge.

(2) FAI Main Partners priority option

If the FAI requests exposure as per (1) and the ORGANISER has a specific possibility to secure EVENT SPONSORS of the same product(s)/service(s) category(ies) as the FAI Main Partners for a major sponsor position, FAI shall be contacted in order to agree on a solution.

FAI shall exercise its right as per (1) above up to 6 months prior to the EVENT. Before this time limit, the ORGANISER may ask the FAI to grant full release from this obligation or to specify which category(ies) has(ve) to be reserved.

(3) Other sponsors presented by the FAI

The FAI shall be entitled to present to the ORGANISER other potential sponsors which the ORGANISER shall give priority unless there are other legitimate pre-existing priorities on its side (such as already a contracted sponsor in the same category or on-going negotiations or legitimate interest to preserve the category for another potential priority sponsor in the view of the ORGANISER).

7.3 Merchandising and hospitality rights

In respect of Merchandising, the grant of rights is subject to the following:

- The merchandising concept shall be submitted to the FAI for its approval which shall not be withheld unreasonably. The FAI shall be given the opportunity to include FAI merchandising items in the merchandising programme (at terms to be defined in a separate agreement).

In respect of Hospitality and Catering, the grant of rights is subject to the following:

- The FAI shall receive a reasonable number of passes to hospitality functions free of charge for use by FAI Officials and/or their guests and shall have the right to acquire, for the same purpose and for resale to sponsors and partners at cost price, a reasonable number of additional hospitality function passes.

7.4 Intellectual Property, FAI marks, Event Logo, Mascot

The ORGANISER shall be entitled to use the FAI name, logo and elements of the visual identity provided by the FAI for advertising and merchandising solely in connection with the EVENT and as set out in the FAI Rules on Advertising for FAI Air Sport Events. Such use shall, at all times, be in accordance with the FAI Style Guide.

The ORGANISER must use the logo as in the FAI Style Guide or may create a specific logo for the EVENT. This specific logo must either be a composite logo including the FAI logo or must always be used in connection with and in addition to the FAI logo and shall not replace it in any context. The specific logo is subject to prior written approval by the FAI.

The ORGANISER may create a specific mascot for the EVENT. The specific mascot is subject to prior written approval by FAI.

The EVENT Logo and/or mascot may be used particularly for the purpose of EVENT promotion and communication as well as sponsoring and merchandising activities.

The EVENT Logo and/or mascot will be available to the FAI to use (and licence) on a royalty-free basis.

8 Financials / Budget

8.1 Budget

The ORGANISER shall bear all costs necessary for the proper organisation and staging of the EVENT (including sanction fees, guarantees and costs of FAI representatives, as may be applicable per bidding instructions) and shall be solely liable therefor.

Subject to the provisions of this OA, the ORGANISER is correspondingly entitled to retain revenues arising in connection thereof, including in particular revenues linked to the exploitation of the Media Rights (subject to FAI's entitlement to international media rights revenues, if applicable) and Commercial Rights (subject to FAI's entitlement to a share thereof), as well as any subsidies.

Financial undertakings of the ORGANISER may include the provision of financial guarantees, if and to the extent required by the specific bidding instructions.

The ORGANISER represents and warrants that it has and will maintain the financial capability to properly organise and stage the EVENT as per its BID.

8.2 Reporting and Audits

The ORGANISER shall submit, as part of its BID, an EVENT budget which shall be updated regularly and which shall show that the ORGANISER is and remains in a position to financially sustain the organisation of the EVENT (directly or indirectly including through loss cover guarantees).

The FAI, through the appropriate ASC, or FAI Head Office, is entitled to request reports and financial records in connection with the budget and financial standing of the organisation.

If, in the reasonable evaluation of the FAI, it appears, at any stage, that the organisation of the EVENT is not, or is no longer, financially secured and that this may endanger the proper conduct of the EVENT and the interests of participants, the ORGANISER, respectively holder of the Sporting Powers may be requested to provide adequate reasonable guarantees securing the same, within a dead-line reasonably set. In the event, such adequate guarantees are then not provided, the FAI may terminate the OA, without prejudice to other claims against the ORGANISER.

9 Insurance

9.1 Coverage

The ORGANISER shall arrange insurance coverage in an adequate amount in connection with the EVENT including public liability insurance meeting the applicable legal specifications. This coverage must be presented to the FAI at the earliest opportunity, but at the latest before the start of the EVENT.

9.2 Additional insured parties

The FAI, its respective directors, employees and assigned EVENT Personnel shall be designated as additional insured parties for liability claims.

10 Cancellation

10.1 Cancellation of the EVENT in advance of the EVENT dates

The event and, respectively the OA, may be cancelled by the FAI at any time before the date of EVENT for reason of:

- i. Persistent breach by the ORGANISER, in the preparation of the EVENT, to the undertakings given in the BID (article 4) and/or failure to abide by the FAI Rules and Regulations as well as reasonable directives or instructions (article 5),
- ii. Significant risk to the safety of the participants,

- iii. Incapacity of the ORGANISER to establish and maintain financial viability,
- iv. Any other situation in which the safe and appropriate conduct of the EVENT is no longer objectively warranted.

The ORGANISER shall be given a reasonable dead-line to remedy the situation prior to cancellation.

Should a cancellation be considered upon suggestion of the ASC, then the ASC President shall inform the FAI Secretary General. The issue may be forwarded to the FAI Executive Board.

The decision to cancel shall always be made in consultation with the ASC concerned.

If a decision is made to cancel the EVENT, the entry fees shall be returned in accordance with FAI Sporting Code General Section.

A cancellation of the EVENT shall be deemed a cancellation of the OA by the FAI.

The cancellation of the EVENT and the return of the entry fees are without prejudice to other remedies should the grounds for cancellation constitute a breach of the ORGANISER's obligations hereunder.

10.2 Cancellation of the EVENT at the start of, or during, the EVENT

I. Interruption

If, in the opinion of the Jury, the Organiser fails to abide by the FAI Rules and Regulations and/or reasonable directives or instructions, or, if the safety of the participants is at risk, the Jury President has the right respectively to:

- Not allow the start of the EVENT, or
- Interrupt the conduct of the EVENT and to formally require the ORGANISER to remedy the situation and/or implement adequate corrective measures, if any, before allowing the EVENT to respectively start, restart or continue.

Any such request, including the proposed measures, if any, shall be recorded in writing.

II. Cancellation

If, in the opinion of the Jury the following provisions apply, the Jury President is entitled to propose to cancel the conduct of the EVENT:

- In the event of Interruption within the meaning of article 10.2.I above, if the situation cannot be remedied, or
- If, once the EVENT is started (restarted), in the Jury's reasonable opinion, the ORGANISER continues to fail to abide by the FAI Rules and Regulations and/or reasonable directives or instructions and/or the safety of the participants continues to be at risk.

Should a cancellation be considered upon suggestion of the Jury, then the Jury President shall inform the FAI Secretary General. The issue may be forwarded to the FAI Executive Board.

The decision to cancel shall always be made in consultation with the ASC concerned.

If a decision is made to cancel the EVENT, the entry fees shall be returned in accordance with FAI Sporting Code General Section.

A cancellation of the EVENT shall be deemed a cancellation of the OA by the FAI.

Such Cancellation and the consequent return of the entry fees are without prejudice to other remedies in the event the ground for cancellation constitutes a breach of the ORGANISER's obligations hereunder.

11 Indemnity

Any one of the parties shall indemnify the others against all costs (including legal costs), claims, damages and expenses made against, incurred or paid by it in respect of any claims whatsoever as a result of or arising out of breach or default by that party with respect to its obligations hereunder.

Each party's liability does not extend to any consequential or indirect damages; such as in particular losses of profits and losses of opportunity.

12 Binding Agreement

By executing this OA, the ORGANISER irrevocably undertakes to organise and stage the EVENT in accordance with the terms and conditions thereof including its annexes, as well as complements and amendments as may be agreed upon by the parties.

13 Law and Jurisdiction

Swiss Law shall govern this OA (and, for the avoidance of doubt, any complement or amendment thereof later agreed by the parties).

Any dispute arising from, or in connection with, this OA (and, for the avoidance of doubt, any complement or amendment thereof later agreed by the parties) will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland and be resolved definitively in accordance with the Code of Sports-related Arbitration. The Panel shall consist of a sole arbitrator. The proceedings shall be conducted in English and shall take place in Lausanne, Switzerland.

Executed as deed on **dd.mm.yyyy**

For and on behalf of
Holder of the Sporting Powers

For and on behalf of
Local Organiser

For and on behalf of FAI
FAI Secretary General

In witness
President of FAI Aerobatics Commission

14 Annex A: FAI Aerobatics Commission – Financial Agreements

14.1 FAI / CIVA Sanction Fees

The Organiser warrants and undertakes as follows, to pay to FAI, in a manner acceptable to FAI,

- I. no later than "_____" before the start of the event as per article 3.2, the sum of EUR _____ by way of deposit ("the Deposit"); and
- II. no later than 30 days after the commencement date of the Championships the sum of EUR _____ per competitor by way of sanction fee ("the Sanction Fee").

14.2 Refund Conditions

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

All or part of the Deposit may be retained by FAI in the event of the Sporting Event being declared invalid or in the event of any unremedied breach of agreement under articles 4, 5, 8.2 and 10 of this Agreement as a non-refundable advance against the income expected under clause 14.1.III of this annex A.

15 Annex B: FAI Aerobatics Commission – Specific Other Agreements

15.1 Air Sport Commission Specific Other Agreements if there are

Organisational Costs

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

- I. provision and operation of appropriate venue and equipment;
- II. media facilities;
- III. local travel costs for all participants between accommodation and contest site;
- IV. security and emergency medical costs and such on-site insurance cover as the FAI shall reasonably require;
- V. protocol;
- VI. opening, awards and closing ceremonies;
- VII. compliance with the organisational requirements of FAI Sporting Code, Section 3.

These requirements compliment but do not replace the general conditions as laid down in Paragraphs 1-14.

16 Annex C: Bid Document / Sanction Application

The approved BID as per article 4.2 of this Organiser Agreement, here attached.

EoD End of Document