

# **Partnership Agreement**

## **World Masters Orienteering Championships**

### **Italy, 2022**

#### **Preamble**

Through this legally binding agreement are regulated the mutual rights and obligations of the parties concerned, namely the International Orienteering Federation (henceforward IOF) and the Italian Orienteering Federation - FISO (henceforward ITA) regarding the World Masters Orienteering Championships (henceforward The Event).

#### **1. Purpose of this Agreement**

The IOF hereby commissions ITA to organise The Event in Italy in 2022. The agreement defines the roles and responsibilities of the IOF and ITA in relation to The Event and the general conditions under which ITA has agreed to organise the said event.

#### **2. The Objectives of The Event**

2.1. The objective is to stage The Event as a prominent orienteering event, raising the profile of orienteering in Italy and world-wide. Therefore, ITA agrees to stage The Event in accordance with the following IOF principles.

The Event shall:

- provide a worthy competition for the athletes;
- promote the sport of orienteering in general;
- provide a safe and enjoyable environment for the athletes and promote positive interaction between nations;
- market the sport of orienteering by paying attention to the spectators and media experience (on-site and virtual), and the services required by the media representatives and partners/sponsors; and
- provide reasonable entry fees and accommodation and transport charges to enable as many runners and member countries as possible to take part.

2.2. The IOF and ITA agree that The Event may be a source of income to ITA, the intention of which is to cover the costs associated with staging this event. The profit should, however, be related to income from venue and sponsorship agreements and from other external sources and not related to income from the participating athletes and other representatives of the IOF or its members.

2.3. The Event is an orienteering festival, the primary activity of which is the World Masters Orienteering Championships. The programme may also include other events and meetings ITA shall, in co-operation with the IOF, co-ordinate the programme of The Event in such a way that the character of the various activities is taken into account.

2.4. The IOF agrees that public races may be organised in parallel with The Event. Any public races held shall be subsidiary to the event in all aspects of organisation.

#### **3. The Event Plan**

3.1. An Event Plan, forming the basis for The Event, shall be produced by ITA. The Event Plan will be agreed and signed by both parties within three months of signature of this agreement. The signatories of the Event Plan shall be the Event Director appointed by ITA and the IOF appointed SEA.

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3.2. The Event Plan shall be based upon the Event Application submitted by ITA prior to being awarded the Event. It shall set out the framework for the Event, including dates, programme, venues, organisation and management team, infrastructure and the finances required for the planning and implementation of the Event. The Event dates and programme are subject to IOF Council approval and can only be changed by mutual written agreement of both parties. They must be published no later than 24 months prior to The Event.

3.3. If agreement and signature of the Event Plan has not been reached within three months of signature of this agreement this agreement becomes null and void.

3.4. The Event Plan is a dynamic document and may be subject to change after the initial signature. These changes can be agreed between the SEA (see clause 6.3) and the ITA Event Director in writing. Such changes may be acted upon immediately but must be reviewed and incorporated into the plan within one month.

#### **4. Rules and Guiding Documents**

4.1. The Event shall be governed in accordance with all valid IOF Policies as are displayed on the IOF website, such as but not limited to the Code of Ethics, Environment and Sustainability Policy and Communications Policy.

4.2. In preparing and implementing The Event, ITA is bound by the following documents which shall be considered for the Event Plan:

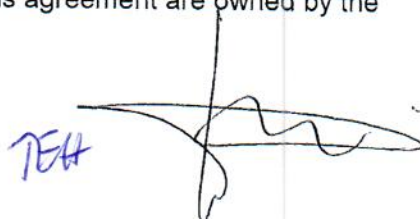
- this Partnership Agreement including any appendices;
- any supplementary agreement deemed necessary and signed later;
- the Competition Rules for the discipline of The Event valid as of the date of signature of this agreement;
- the Organisers Manual or Guidelines (if applicable) for The Event valid as of the date of signature of this agreement;
- the IOF Anti-Doping Rules valid at the time of The Event;
- the IOF Protocol Guide valid as of the date of signature of this agreement;
- the IOF Sponsor Guide (if applicable) valid as of the date of signature of this agreement;
- the IOF Branding Guide valid as of the date of signature of this agreement;
- the Media and Communications Guidelines (if applicable) valid as of the date of signature of this agreement;
- the International Specification for Orienteering Maps (discipline specific), valid as of the date of signature of this agreement; and
- the IOF Major Event IT Requirements valid as of as of the date of signature of this agreement.
- the IOF TV Manual (if applicable) valid as of as of the date of signature of this agreement.

4.3. ITA will make every reasonable effort to incorporate into The Event any changes to the IOF rules and above documents between the signature of this agreement and the time of The Event.

#### **5. Competition Name and Logo**

5.1. The name of The Event is World Masters Orienteering Championships

5.2. The name "World Masters Orienteering Championships" and all rights related to The Event except where otherwise expressly set out in this agreement are owned by the IOF.



- 5.3. In the case where a Title Sponsor has been contracted for the Event, the name of the Event shall fully incorporate the Title Sponsors brand and the name of the Event shall be <Title Sponsor> World Masters Orienteering Championships.
- 5.4. ITA is entitled to use an event logo of its own. The Event logo shall however incorporate any IOF corporate branding or Title Sponsor branding which is valid for The Event and shall be subject to the approval of the IOF and/or Title Sponsor.
- 5.5. The IOF logo and the branded event logo shall appear on all materials produced for The Event.

## **6. Roles and Responsibilities**

### **6.1. Overall Roles and Responsibilities**

- 6.1.1. ITA has overall responsibility for the preparation and implementation of The Event. The composition of the ITA team (organising committee) setting out both leading positions and individuals are shown in the Event Plan.
- 6.1.2. ITA is responsible to gain experience about The Event through the exchange of information with previous organisers. This should include visits by the ITA organising team to previous events.

### **6.2. Planning and Event Advising**

- 6.2.1. The IOF has decided to appoint an IOF Senior Event Adviser (SEA) for The Event. The appointment of the SEA is at the sole discretion of the IOF. The SEA has the responsibility to ensure that the event is prepared and implemented in accordance with the Event Plan and the documents mentioned under clause 4 above.
- 6.2.2. The IOF may decide, at their sole discretion, to appoint one or more Assistant Event Adviser(s) to work together with the SEA, and to provide any required additional expertise.
- 6.2.3. In co-operation with the IOF, ITA agrees to appoint and cater for one or more National Controller (NC) subordinate and reporting to the IOF appointed SEA. The National Controller must be an IOF licensed Event Advisor with experience of international elite level events and must be approved in advance by the IOF SEA.
- 6.2.4. The SEA, AEA(s) and NC(s) comprise the EA-Team, under the leadership of the SEA. The primary role of the EA-Team is to advise, and closely co-operate with ITA in all matters related to The Event. The members of the EA-Team shall be mentioned in the Event Plan.

### **6.3. Governing Bodies**

- 6.3.1. The IOF's highest authority for The Event is the IOF Council, acting via the Event Supervisory Board (ESB) which consists of 3 Council members and the IOF CEO. The ESB may take action based upon its own observations or may be called upon by the EA-Team. The ESB shall be informed about the progress of the implementation of The Event by the SEA.

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- 6.3.2. The IOF Council has delegated to the SEA to exercise the power of the IOF in relation to ITA, with the exception of commercial matters, including but not limited to, TV and internet rights, advertising and sponsorship contracts, which shall be referred to the IOF CEO.
- 6.3.3. Should a deviation from this agreement or the documents mentioned under clause 4 above become necessary, the SEA and the Event Director shall arbitrate the decision, if necessary, after consulting with the relevant Discipline or Support Commission. Should a deviation be of such significance that the Event Plan or this agreement needs to be changed, the matter shall be referred to the ESB who is the final arbitrator or shall be handled in accordance with §14.

#### **6.4. Information and Marketing**

- 6.4.1. The main point of contact between the IOF and ITA is the SEA. In case of communication between other relevant bodies (i.e. in relation to sponsorship matters), a copy of such correspondence shall be sent to the SEA for information.
- 6.4.2. The IOF shall have the right to monitor the preparatory work at the organisational and technical level.
- 6.4.3. ITA shall supply the SEA with an English summary of the minutes from the official meetings of the organising committee. The IOF shall have the right, at its own expense, to attend meetings of the organising committee.
- 6.4.4. ITA shall co-ordinate the marketing efforts and the dissemination of information in relation to The Event. The communications and marketing activities shall be planned in close co-operation with the SEA and the IOF Office.

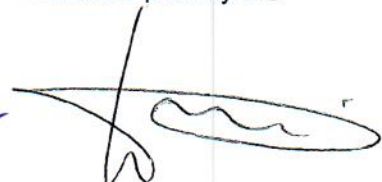
### **7. Services to be delivered by the parties**

#### **7.1. Accommodation and Transportation**

- 7.1.1. ITA will help the teams to find suitable accommodation during The Event, with affordable options for all IOF member federations. The cost of any obligatory transportation to and from competitions and activities shall be part of the entry fee for participants belonging to the teams.

#### **7.2. Event Management and IT Services**

- 7.2.1. The IOF supports the organisers of major IOF events by purchasing some event management services, and it is obligatory to use the IOF Eventor event management system for The Event. Details of the Eventor and related services provided by the IOF and the related requirements on ITA are defined in the Appendix 1 to this agreement. This service is included in the service fee paid by ITA (ref §10.2). Event management services not provided by the IOF are the responsibility of ITA.
- 7.2.2. Should the EA-team deem it necessary, to fulfil the IT quality requirements set for IOF major events, the IOF and/or ITA may negotiate any additional agreements required for the provision of IT Services (including punching, time-keeping, arena production and media services) to supplement any agreements made by ITA. ITA agrees to utilize such a contract. Costs of such a contract shall be paid by the IOF and ITA upon their agreement.

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- 7.2.3. ITA shall guarantee that a homepage for The Event is maintained for a minimum period of 24 months following the event. The event homepage shall, in any case, not be closed until all relevant event information is transferred to IOF Eventor in correct format.

### **7.3. Prizes, medals and certificates**

- 7.3.1. The IOF shall provide ITA with engraved medals and certificates, in sufficient number, one month before the Event. The medals shall be provided with ribbons by ITA.
- 7.3.2. Prize money for the Event may be awarded at the discretion of ITA.
- 7.3.3. Otherwise, the IOF and ITA agree to provide prizes in accordance with the 'Competition Rules for IOF Foot Orienteering Events'
- 7.3.4. Any prize money or material prizes shall be distributed equally between the genders.
- 7.3.5. An IOF representative shall be called upon to award any prizes provided by the IOF. The expenses of the said IOF representative are borne by the IOF. In general, the dignity of the ceremonies shall be preserved as stated in the 'Competition Rules for IOF Foot Orienteering Events' and the 'IOF Protocol Guide'.

### **7.4. Anti-Doping Tests**

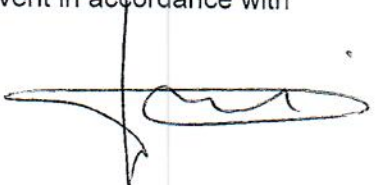
- 7.4.1. The costs and management for any doping tests that must be carried out at The Event shall be borne by the IOF Anti-doping fund which is made up of contributions from athletes' licences and event organisers.
- 7.4.2. ITA shall provide a local contact person for Anti-doping matters and shall provide local infrastructure for testing in accordance with IOF requirements, i.e. appropriate testing facilities and athlete chaperones.

### **7.5. Services for the Media**

- 7.5.1. The media representatives shall have the possibility to choose which services they require, and the various services such as accommodation, catering, and transport, shall therefore be priced separately.
- 7.5.2. There shall be no accreditation fees for media.

### **7.6. VIP Treatment and Access**

- 7.6.1. Although not required, ITA is encouraged to provide for, in agreement with the IOF, a VIP program for invited guests such as sponsors, sports and government stakeholders. The program shall be free of charge for the invited VIP guests. The IOF management (e.g. President, Secretary General/CEO and Vice Presidents) shall have complementary access to the VIP program. ITA shall be responsible for the infrastructure costs and the direct costs of VIP services related to their invited guests and the IOF shall be responsible for the direct costs related to their invited guests.
- 7.6.2. The organiser may provide Hospitality Services at The Event in accordance with the Sponsor Guide.

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### **7.7. Meetings, Seminars and IOF Marketing**

- 7.7.1. The Event programme may include IOF Council and Commission meetings and seminars. ITA will make available appropriate meeting facilities for any such IOF meetings and seminars. The IOF may use the meeting facilities free of charge.
- 7.7.2. As the governing body of the sport, the IOF is entitled to carry out its business at The Event without compensation to ITA; this includes co-operation with IOF's sponsors, raising the IOF's profile through its presence at essential activities such as in a promotional booth or similar at the main event centre, and at competition centres in centrally located promotional tents.
- 7.7.3. The IOF agrees to inform ITA as early as possible, but no later than 2 months before The Event if any seminars, meetings or promotional activities are planned.

### **7.8. Banquet/Party**

- 7.8.1. ITA may organise a banquet/party for the participants. If organised, the event shall primarily be a relaxed get-together over nation boundaries and not a gala dinner. The banquet fee shall be at a level affordable for all participating athletes. The IOF management shall have right of access to the banquet.

## **8. TV, Arena, Webcasting and Internet rights**

### **8.1. TV Rights**

- 8.1.1. The IOF owns the TV rights pertaining to the The Event. The TV Rights include the live-streaming of the TV signal on digital platforms.
- 8.1.2. There are no requirements for broadcast quality TV productions from the Event.
- 8.1.3. The IOF may delegate to ITA to negotiate with a television company an agreement on TV coverage (production and broadcast/distribution). In this case an addendum to the agreement shall be negotiated.

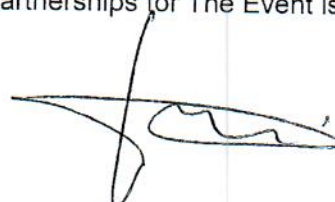
### **8.2. Rights to live services**

- 8.2.1. The IOF owns the rights to live services pertaining to the Event. This includes, but is not limited to, the provision of on-line tracking and on-line results service, live audio and video, display of the entire results lists, maps with courses, and any other material related to The Event on its Internet homepage.
- 8.2.2. ITA shall provide as a minimum, live services including live results/split times for the Event.
- 8.2.3. ITA shall provide the infrastructure to deliver live results, split times from radio controls on their own live services webpage.
- 8.2.4. Any livestreaming provided shall take into consideration that geoblocking may be required due to territorial rights issues

## **9. Advertising and Sponsor Partnerships**

- 9.1. The main objective in relation to advertising and sponsor partnerships for The Event is to achieve the optimal possible result for ITA and the IOF.

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- 9.2. In return for payment of the service fee for the organising rights, the IOF agrees to transfer to ITA the full sponsorship rights pertaining to The Event.
- 9.3. Notwithstanding the transfer of the full sponsorship rights as described under clause 9.2 above, the IOF reserves the right of any sponsor (max. 3) with whom the IOF has a running contract at the time of the event, to pose, free of charge, four banners each the size of 1m x 3m, in the finish area of The Event, within 75 meters from the finish line. When there are less than 3 IOF sponsors, the total amount of banners (12) can be shared between the sponsors.
- 9.4. In case of more than three IOF sponsors, the said rights will be subject to separate negotiations between the IOF and ITA.
- 9.5. ITA will be informed about any IOF sponsors requiring banner space six (6) months before The Event at the latest.
- 9.6. With the exception of the advertising material mentioned in clause 1.3 above, ITA agrees to take full responsibility for the production and the costs of any advertising material related to sponsor partnerships and required for The Event.

## **10. Finance**

### **10.1. Entry Fees**

- 10.1.1. The entry fees for The Event shall be agreed between the IOF and ITA at least 18 months prior to The Event. Fees shall be based upon previous practice and the general objectives of this agreement (see clause 2. above).

### **10.2. Service Fee for the Organising Rights**

- 10.2.1. The fixed part of the service fee pertaining to the organising rights for The Event is 65 000 EUR.
- 10.2.2. The service fee per registered individual participant is 12 EUR.

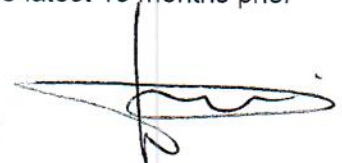
### **10.3. Cost of Event Advising**

- 10.3.1. The IOF shall pay the costs of the travel to and from the event venue for planned visits of the SEA and the AEA(s), whereas local costs (accommodation, board and local transport) shall be borne by ITA.
- 10.3.2. However, ITA shall pay all expenses incurred for any additional SEA and AEA visits deemed necessary by the IOF and the Event Organising Committee Chairperson representing ITA to ensure that The Event is organised in accordance with The Event Plan and the documents in clause 4 above. Such visits shall be notified to ITA in accordance with the disputes procedure under clause 16 below.
- 10.3.3. All costs for the National Controller(s) shall be borne by ITA.

### **10.4. Public Liability Insurance**

- 10.4.1. The Event shall be covered through a public liability insurance policy. ITA shall provide a copy of the insurance certificate to the IOF at the latest 18 months prior to the Event.

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- 10.4.2. ITA may purchase public liability insurance for the Event via the IOF. ITA must notify the IOF if they desire to purchase insurance via the IOF at the latest 18 months prior to the Event.

**10.5. Payment Plan**

- 10.5.1. The fixed portion of the Service fee for the Event shall be invoiced by the IOF for payment at the latest 6 months prior to the start of The Event.
- 10.5.2. The per participant portion of the Service fee and any other applicable fees for the Event shall be invoiced by the IOF within 1 month after the Event.

**10.6. Payment terms**

- 10.6.1. The invoices for the above fees will be sent to ITA by the IOF in accordance with the agreed payment plan. Payment terms are 14 days from date of invoice.
- 10.6.2. If ITA should be late with payment of fees, the IOF will have the right to charge 5% interest on the amount which is unpaid. Should ITA become significantly late in their payment of the fees, the IOF will have the right to assess additional proportionate sanctions such as restrictions on the allocation of and participation at IOF events, loss of voting rights or loss of membership rights.

**11. Post-event Evaluation**

- 11.1. ITA shall submit to the IOF a follow-up report no later than 90 days after the conclusion of The Event, including a financial statement. A set of printed competition maps shall be sent to the IOF Office immediately following the event.

**12. Voiding of The Event and other sanctions**

- 12.1. The IOF Council can void the sanctioning of The Event in the following circumstances:
- ITA fails to comply with the rules as set out in clause 4 above
  - ITA fails to comply with, or deviates from the agreed Event Plan
  - If the IOF finds that adequate security for the competitors, teams and organisers cannot be guaranteed.

ITA cannot claim damages in this case.

- 12.2. ITA can void the implementation of The Event in the following circumstances:
- force majeure
  - inability to guarantee adequate security for the competitors, teams and organisers
  - on advice from the Government or its agents e.g. the outbreak of an infectious disease or major environmental restrictions.

IOF cannot claim damages in this case.

- 12.3. Should deviations from the rules and guidelines in clause 4, which have not been previously notified and regulated in accordance with clause 6.3.3 above, have a detrimental effect on the quality or delivery of The Event, the IOF shall have the right to impose sanctions upon ITA for breach of contract. Such sanctions shall be in relevance to the incurred breach, proportionate and may include, financial compensation, loss of organising rights for future events and/or loss of membership rights for a defined period.

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### **13. Changes**

- 13.1. This agreement may be changed by mutual consent. The party proposing the change should notify the other party in writing. The other party must respond in writing within one month of receipt of the letter of proposal. Agreement must be reached within a further month of the initial response. The change must be signed and incorporated into the agreement in writing immediately. Any change not agreed within two months of the first written proposal shall be void.

### **14. Disputes**

- 14.1. Any disputes arising out of, or in connection with, this agreement shall initially be referred to the IOF Office and ITA for resolution. Both shall acknowledge and agree the initial date of notification and make every effort to resolve the dispute.
- 14.2. If the matter remains unresolved 14 days after such a referral the dispute shall be put in writing by the President of the party raising the dispute to the President of the other party. Both Presidents will make every effort to resolve the dispute within 30 days. If resolved the subsequent resolution will be put in writing, agreed and signed by both parties.
- 14.3. If the dispute still remains unresolved then either party may take the dispute to arbitration. This will be carried out at a court set up in accordance with the Statutes and Regulations of the Court of Arbitration for Sport based in Lausanne, Switzerland. The rulings of this court shall be binding to the parties of this Partnership Agreement.

### **15. Applicable Law**

- 15.1. This agreement will be subject to Swedish Law.

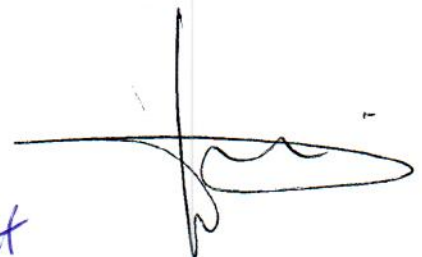
### **16. Validity of the Agreement**

- 16.1. This partnership agreement is valid from the last signing date until three months after the conclusion of The Event, or until all terms and conditions of this agreement have been fulfilled, whichever is the later.

### **17. Copies of the Agreement**

- 17.1. This agreement has been signed in two identical copies, one for each of the two contracting parties.

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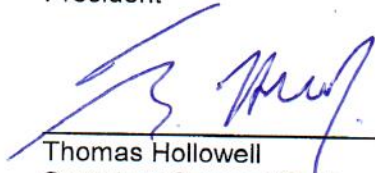
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For the IOF

2/12 2019



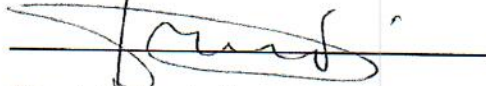
Leho Haldna  
President



Thomas Hollowell  
Secretary General/CEO

For ITA

Trento, 2<sup>nd</sup> December 2019



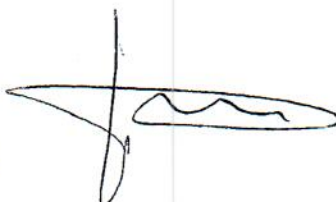
Special Commissioner



Appendix 1 to Partnership Agreement  
World Masters Orienteering Championships  
Italy, 2022

**1. IOF Event management deliveries**

- 1.1. IOF will deliver an event management system and infrastructure, IOF Eventor, for use by the Event. IOF Eventor is an administrative system provides tools for managing some parts of IOF orienteering events. The system also serves as the digital archive of event information to be kept as records after the event has been closed.
- 1.2. Each Championship needs to be setup as its own event. An Event is then set up with several competitions.
- 1.3. The IOF has a dedicated support function to support ITA on the system management. The role of the IOF support is to educate ITA regarding system use and to assist in setting up the Event. Support is available during normal working hours (CET) and the support normally answers within 16 working hours.
- 1.4. The IOF has a test environment where ITA shall setup the event and test all functionality and settings.
- 1.5. IOF always supports organisers with the following steps:
  - 1.5.1. First setup of the Event in the IOF Eventor calendar
  - 1.5.2. Changes to the Event name, dates or Event Adviser
  - 1.5.3. Setting up of the entries.
  - 1.5.4. Uploading of results
- 1.6. The IOF Eventor system manages the following elements of IOF event management:
  - 1.6.1. Visibility and calendar. The event is added to the calendar and visible in the calendar for National Federations, Athletes and the IOF to read basic information about the event.
  - 1.6.2. Key Roles and contacts. Key organisation roles and contact information is displayed
  - 1.6.3. Bulletins. Bulletins are added as PDF:s for Teams/Athletes to read
  - 1.6.4. Documents and links. Any relevant document (file) can be uploaded as official information.
  - 1.6.5. Entries management for Master events. Includes support for individual entry and group entry, e.g. by a Tour group.
  - 1.6.6. The system also supports payment management through PayPal and Bank transfer. Some basic services can be setup for ordering in the system such as transportation packages and other competition related services.
  - 1.6.7. Entries to competitions can be exported to external event and competition management systems.
  - 1.6.8. Start lists. Fully prepared start lists can be uploaded for presentation from an external event management system through IOF XML.
  - 1.6.9. Results. The system supports basic result management where results are imported through IOF XML to IOF Eventor. Currently (2019) the system only supports one official result list per competition and in some cases a second result set needs to be uploaded as PDF to the document section. The system cannot handle TrailO results which need to be uploaded as PDF: s/excel files in the document section.
  - 1.6.10. Embargoed areas. There is a basic embargoed areas management module where an area can be pinpointed as embargoed on a global map. Note! More complex and restricted embargoed areas, needs to be managed outside the system, see embargoed areas guidelines.

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## **2. Organiser Event management deliveries**

- 2.1. The organiser must make sure that the following roles within the event organising team are given access to IOF Eventor and are trained.
  - 2.1.1. Event general info manager
  - 2.1.2. Entries manager
  - 2.1.3. Start list and results manager
  - 2.1.4. Accreditation manager (if applicable)
- 2.2. ITA are responsible for information being setup, updated and managed according to the timelines specified in rules and guidelines. If ITA finds something wrong, ITA shall update the information or get help from the IOF Eventor support. IOF will support in keeping the deadlines, but it is ITA responsibility to make sure that the information is in place, in time. ITA have the responsibility to make sure that all mandatory information is archived in IOF Eventor before closing the event.
- 2.3. ITA must request to IOF Eventor support if dedicated support is needed during specific periods. The dedicated support request shall be given at least 2 weeks in advance.
- 2.4. ITA must provide their own system for accommodation entries and management
- 2.5. ITA must provide their own system for split times results visualisation (if needed)

## **3. Results management**

- 3.1. ITA shall upload the official championships results as data through IOF XML to IOF Eventor
- 3.2. In the case where an event is both a championship and a World Cup event, ITA shall provide separate World Cup result list to IOF for World Cup calculations.
- 3.3. In case the Championship result list and the World Ranking result list is different, e.g. in regional championships, ITA shall send a separate result list to IOF for WRE calculations.
- 3.4. In case that the championship has an aggregated team championship result list, ITA shall calculate the results and publish the results as PDF and in excel spreadsheet in IOF Eventor.

## **4. External event/competition management system**

- 4.1. ITA shall provide an external event/competition management system to manage the competitions.
- 4.2. ITA shall test and make sure that all interfaces between IOF Eventor and the External event/competition management system is working before the event starts.
  - 4.2.1. Entries export from IOF Eventor
  - 4.2.2. Start list imports to IOF Eventor
  - 4.2.3. Results import to IOF Eventor

## **5. Start list creation**

- 5.1. ITA shall provide their own system/process for start list creation (aggregate rankings and entries and draw lots according to IOF Rules)
- 5.2. ITA shall test the start list creation system/process well before the Event as it is very time critical.

## **6. Accreditation card production**

- 6.1. If applicable, ITA must provide an accreditation card production tool.

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