



INTERNATIONAL LIFE SAVING FEDERATION

2022 LIFESAVING WORLD CHAMPIONSHIPS

HOST ORGANISATION AGREEMENT

THIS AGREEMENT is made on (date).

Between

The International Life Saving Federation, incorporated in Belgium by Royal Decree as an International Not For Profit Association (number 461.424.545) with address at Gemeenteplein 26 in 3010 Leuven – Belgium, represented by (name), President and by (name), Secretary General (abbreviated as "ILS")

and

Name,
(address)
(representatives) - (abbreviated as "Host Organisation").

Hereafter referred to as Party or Parties.

BACKGROUND

RECITALS

1. The ILS Board of Directors accepted on (date) in Eindhoven – The Netherlands the Host Organisation to host the Lifesaving World Championships (abbreviated the LWC 2022) in (city/cities and country) in the year 2022.
2. ILS owns the 2022 Lifesaving World Championships (LWC 2022) and controls the Rights relating to that Event as well as the Intellectual Property in the Event (as defined below), with the exception of the rights exclusively reserved to the Host Organisation. It is understood that due to the organisation of the 2022 Lifesaving World Championships, the Host Organisation may also generate Rights and Intellectual Property from the Event.
3. ILS wishes to appoint the Host Organisation to organise the 2022 Lifesaving World Championships and provide and/or co-ordinate the Services. The Host Organisation must form, in its own sphere, an appropriate Organising Committee.
4. The parties wish to enter into this agreement to formalise the arrangements for the provision of the Services by the Host Organisation to and for ILS and vice-versa.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this agreement the following expressions have the following meanings:

Budget means the budget for the 2022 Lifesaving World Championships. The budget is expressed in Euro.

Business Day means a day on which the major trading banks are open for ordinary business in Leuven, Belgium, excluding a Saturday, Sunday or public holiday.

Cash sponsorship means ready money such as currency and coins on hand, cheques, marketable securities and money orders given to an organisation through a donation, fundraising, government or philanthropic grants or commercial sponsorship for the purpose of delivering, promoting, supporting or assisting the Lifesaving World Championships.

Category C Nations means the nations on the ILS Category C list which can be found in the ILS Bye-Laws.

Commencement Date means the signing date of this agreement by both parties.

Confidential Information means Information, which is or has been disclosed by ILS to the Host Organisation or vice-versa, whether orally, electronically or in writing or has been obtained by the Host Organisation from ILS or vice-versa.

Information means information concerning both Parties and, without limiting the foregoing, includes information or know-how pertaining to or connected in any way with the business or potential business of ILS or any of its members, including but not limited to:

- A. Information about the Parties or any information concerning their involvement with the 2022 Lifesaving World Championships.
- B. Information concerning systems, technology and affairs.
- C. Financial, technological, strategic or business information, concepts, plans, strategies, directions or systems.
- D. Research, development, operational, legal, marketing or accounting information, concepts, plans, strategies, directions or systems.
- E. Technology, source and object codes for computer software, Intellectual Property and technical and historic information relating thereto.

Intellectual Property means all rights in or to any:

- A. Patent, trademark, copyright, design or business name (in each case whether or not registered or registrable) or application for registration of same and rights in performances.
- B. Trade secret, discoveries or inventions.
- C. Know-how, technology, processes or knowledge (in each case of a confidential nature).

Key Milestones means the milestones given in Attachment A of the Procedural Overviews (see Appendix 2).

Representatives means those third parties engaged to carry out services in relation to the 2022 Lifesaving World Championships including, without being limited to, television production and broadcasting and public relations.

Services means those services the Host Organisation will provide to ILS in hosting and managing the 2022 Lifesaving World Championships, including those services more particularly described in Appendix 3.

Term means the term of this agreement under **clause 2**.

Venues means the venues used for the 2022 Lifesaving World Championships. The venues are defined, amongst others, to be the swimming pools (training-, warm-up and competition pool(s)), the beach venue (training, warm-up and competition area(s)), the ocean venue (training, warm-up and competition area(s)), the Lifesaving Village, the meeting venues and the venues for social events.

2022 Lifesaving World Championships means the Lifesaving World Championships and Meetings due to take place in (place) in 2022.

1.2. Construction

In this agreement unless the context otherwise requires:

- A. Words incorporating the singular include the plural and vice versa.
- B. Words incorporating any gender include the other genders.
- C. References to persons include corporations and bodies politic.
- D. References to a person include the legal personal representatives, successors and permitted assigns of that person.
- E. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).
- F. References to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties.
- G. References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include telex, facsimile and e-mail transmissions.
- H. An obligation of two or more parties shall bind them jointly and severally.
- I. If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- J. References to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.
- K. An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally.
- L. Reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- M. References to this agreement include its recitals and appendices.

- N. Headings shall be ignored in construing this document.
- O. If any day appointed or specified by this agreement for the payment of any money or the doing of any act or thing falls on a day that is not a Business Day, the day so appointed or specified shall be deemed to be the next day which is a Business Day.

2. COMMENCEMENT AND TERM

This agreement will be taken to have commenced with effect from the Commencement Date and subject to clause 10 will continue in force until all obligations of both parties are complete.

3. HOST ORGANISATION OBLIGATIONS

- 3.1. In consideration of the hosting rights the Host Organisation shall provide the Services for the Term to ILS on the terms and conditions of this agreement and in particular will provide the Services set out in Appendix 3.
- 3.2. The Host Organisation accepts that it shall be solely responsible for the provision of the Services and the performance of the relevant obligations provided in this agreement.
- 3.3. The Host Organisation represents and warrants that it has the skills, resources, expertise and experience necessary and appropriate to provide the Services and perform all of its obligations under this agreement in a prompt, competent, efficient and effective manner.
- 3.4. The Host Organisation covenants and warrants that in the provision of Services it will use all reasonable endeavours at all times to conform to all statutory and legal requirements, rules, regulations, recommendations, guidelines and codes of practice or conduct laid down by any relevant body or any other accepted standard.
- 3.5. The Host Organisation must take reasonable precautions in order that all marketing and promotional activities and materials related to the Services provided will be performed on time and adequately.
- 3.6. ILS may, at any time and in its sole discretion, request evidence to ensure that the Host Organisation meets its obligations in respect to the delivery of the Services and in compliance with this agreement whether by itself or by other parties contracted by the Host Organisation to provide the Services for and/or with the Host Organisation. The Host Organisation shall expeditiously furnish information as requested.
- 3.7. Organising Committee (abbreviated as "OC")
The Host Organisation shall, not later than twelve months following the execution of this Agreement, create an Organising Committee of the 2022 Lifesaving World Championships. If a National Life Saving Federation is involved, the OC shall include, among the members of its Board of Directors and/or Executive Committee, a person appointed by the National Lifesaving Federation.
- 3.8. Co-ordination Committee (abbreviated as "Co-Com")
The Host Organisation shall organise not later than 12 months following the execution of this Agreement (and thereafter on an annual basis), a Co-ordination Committee to manage the working relationship between ILS and the OC. The meetings of this Committee, which will include at maximum three representatives of ILS and three representatives of the Host Organisation, will monitor the progress of the OC, provide assistance to the OC and exercise any additional authority conferred upon it by the ILS Board of Directors. The meetings will be called by the ILS and chaired by the highest authority in ILS attending the meeting.

3.9. Mutual Assistance

The ILS shall share the knowledge and expertise which it has acquired over the years as a result of its overseeing the organisation of previous Lifesaving World Championships, to assist the OC in relation to the planning, organisation and operation of the 2022 Lifesaving World Championships. Similarly, the OC undertakes to share its knowledge and expertise in relation to the planning, organisation and operation of the 2022 Lifesaving World Championships with ILS and organising committees of future Lifesaving World Championships, as requested by ILS.

3.10. Logo, mascot, medals and trophies

- A. Not later than 18 months after the signing of this agreement the Host Organisation shall submit the event logo and mascot for approval to ILS. The event logo must include the ILS logo and must follow the specifications set out in the appropriate ILS policy.
- B. Not later than 10 months before the start of the competitions, the Host Organisation shall submit the design of the medals and trophies for approval to ILS. The medals must include the event logo on the front of the medal and the ILS logo on the back of the medal.
- C. Four sets of gold, silver and bronze medals and four mascots (if any) shall be provided to ILS free of charge within two months after the completion of the 2022 Lifesaving World Championships.

3.11. Legal Protection of Emblems and Mascot(s)

Not later than one year from the date of creation of the OC, the Host Organisation shall ensure that relevant Intellectual Property rights in the OC emblem and mascot(s) are properly protected in the Host Country. The Host Organisation and OC shall ensure that all copyrights vested in the Host Organisation and the OC and all trade mark registrations obtained or applied for by the Host Organisation and the OC in any and all countries in connection with its emblem and mascot(s) shall be assigned to ILS no later than twelve months after the completion of the 2022 Lifesaving World Championships.

3.12. Ownership

All graphic, visual, artistic or intellectual works or creations developed by or on behalf of or for the use of the Host Organisation or the OC in connection with the 2022 Lifesaving World Championships shall be vested in and remain in the full ownership of ILS, including, but not limited, to:

- A. Emblems and mascots (including the emblem and mascot(s) referred to above), including all graphic and three-dimensional representations thereof.
- B. Pictograms.
- C. Poster designs.
- D. Badges.
- E. The 2022 Lifesaving World Championships winners' medals, trophies and commemorative medal designs.
- F. Official programmes and publications.
- G. Musical works.
- H. Other graphic works.

The Host Organisation and the OC shall ensure that all individuals and legal entities involved in the creation of all the works referred to the above have signed a copyright assignment, in form and substance satisfactory to the ILS Board of Directors, before they start working on any projects.

3.13. Programme booklet

The Host Organisation and the OC shall produce at least 6.000 copies of a programme booklet in English as per the specifications provided by ILS. The programme booklet must be approved by ILS before publication.

3.14. Television and Radio Facilities and Services

- A. The Host Organisation shall be responsible for making available, at its expense, the Host Broadcast organisation of the 2022 Lifesaving World Championships, which shall provide the facilities, services and other requirements of the electronic coverage and radio and television broadcasting of the 2022 Lifesaving World Championships.
 - B. All such facilities, services and other requirements for the radio and television broadcasters for their use shall be provided by the Host Organisation. All contracts between the Host Organisation and the Host Broadcaster shall be submitted for information to the ILS Headquarters.
 - C. All international television signals (including sound and picture) produced by or on behalf of the Host Broadcaster shall be copyrighted in the name of ILS and copyright notices shall, at a minimum, be prominently shown at the beginning and end of each session of the coverage.
 - D. A complete copy of such signals, of professional quality, accompanied by full and complete computerised time-coded logs, shall be delivered to ILS free of charge within two months after the completion of the event.
- 3.15. Press Facilities and Services
- A. The Host Organisation shall make available, at its expense, the facilities, services and other requirements for the written and photographic press at the 2022 Lifesaving World Championships.
 - B. The results shall be available for transmission from the central data processing system of the OC to the central data processing system of the international agencies recognised by ILS. Such service shall also be available at no additional cost to accredited media and other persons designated by the ILS Board of Directors.
- 3.16. Data processing/Information Technology Systems
- A. The Host Organisation shall develop such data processing/information technology systems as may be required to generate and transmit information relating to the 2022 Lifesaving World Championships, to those persons requiring this information.
 - B. The Host Organisation shall assist ILS and future organising committees with respect to the development of data processing and information technology systems. The Host Organisation shall transfer or otherwise make available, at its cost, to and for the benefit of ILS future organising committees and third parties as may be authorised by ILS all technical details and related codes of application software developed for the 2022 Lifesaving World Championships. In this regard, the Host Organisation shall ensure that any agreement, which it enters into for such purposes fully respects the Host Organisation's obligations to ILS and future organising committees hereunder.
- 3.17. Insurance
- The Host Organisation shall arrange adequate insurance coverage in respect of all risks associated with the organisation and staging of the 2022 Lifesaving World Championships. In particular, the Host Organisation shall, before 31 December 2018 and in consultation with ILS, take out with a reputable insurance company an insurance policy or policies against the risks referred to below (the "Insured Risks"). The Host Organisation shall pay the premium(s) on the said policy(ies) and shall make available to ILS a copy of such policy(ies). If one or more of the Insured Risks occurs, the Host Organisation shall promptly make a claim under the policy or policies.
- The "Insured Risks" shall be:
- A. That storm, earthquake, riot, national state of emergency, war, or any other occurrence prevents the holding the 2022 Lifesaving World Championships or a substantial part thereof.

- B. That there is a material change in any governmental regulations and regulations of official authorities of any kind whatsoever so that the Host Organisation's ability to perform its obligations under this Agreement is impaired or jeopardised.
- 3.18. The Host Organisation shall:
- A. Provide the Services in a timely and professional manner.
 - B. Not do anything, which in the reasonable opinion of ILS is or might be prejudicial or defamatory to the name and image of ILS, the Lifesaving World Championships or the lifesaving movement.
 - C. Ensure that the event is branded as the ILS Lifesaving World Championships – on literature, website, and promotional materials and in all the venues and ensure that the ILS logo is an entire part of the event logo and is prominently visible in all venues.
 - D. Comply with and observe all provisions in the ILS rules and regulations, as they exist at the Commencement Date. Every change at a later time has to be negotiated between ILS and the Host Organisation.
 - E. Ensure that sufficient personnel of a suitably senior level are available at all reasonable times to carry out the Services along with such other personnel as the Host Organisation may decide to use in providing the Services.
- 3.19. The Host Organisation agrees to comply with the key milestones as provided in Appendix 2.

4. ILS OBLIGATIONS

- 4.1. ILS shall refrain from promoting the venue for the subsequent Lifesaving World Championships, prior to the commencement of this Event.
- 4.2. ILS shall confirm a timetable for General Assemblies, Board of Director's, Commission and Committee meetings no less than 12 months prior to the event.
- 4.3. ILS will make best efforts to Support the Host Organisation in running the 2022 Lifesaving World Championships.
- 4.4. ILS will provide the registration, accreditation, entry and result system to be used by the Host Organisation.
- 4.5. ILS, through the ILS Events Director/Manager, will provide managerial assistance to the Host Organisation.
- 4.6. ILS will make the call for the annual Co-Com meetings to be organised by the OC, to commence no later than 12 months after the execution of this agreement.
- 4.7. ILS will provide all necessary information in a timely and professional manner.
- 4.8. ILS will make best efforts to provide any materials ILS may consider helpful to the Host Organisation in carrying out its obligations.

5. HOSTING RIGHT FEES

- 5.1. For the rights to Host the 2022 Lifesaving World Championships the Host Organisation will pay ILS 350,000 Euro Hosting Rights Fees as follows:
- 2019: 87,500 Euro, payable before 1 June 2019.
 - 2020: 87,500 Euro, payable before 1 June 2020.
 - 2021: 87,500 Euro, payable before 1 June 2021.
 - 2022: 87,500 Euro, payable before 1 June 2022.
- 5.2. The Host Organisation will pay the above fees upon receipt of an invoice from ILS. Invoices will be mailed to the Host Organisation on 1 May of the mentioned

years, or three months before the start of the event if this is before 1st August 2022.

6. GUARANTEE DEPOSIT - PERFORMANCE BOND

- 6.1. On securing the right to host the 2022 Lifesaving World Championships, the Host Organisation agrees to pay a 35,000 Euro Performance Bond to ILS. The first half of the Performance Bond has to be paid before 30 June 2019. The second half before 30 June 2020. The Host Organisation will pay the bond within 30 days after the receipt of an invoice of ILS.
- 6.2. Following the conclusion of the 2022 Lifesaving World Championships and after presentation of the final report by the Host Organisation and the resolution of any outstanding disputes, which affect ILS, this amount, less any amount deduced in accordance with paragraph 13.2. below, shall be returned to the Host Organisation together with such interest as ILS shall have received in respect thereof. Should there be any outstanding dispute between ILS and the Host Organisation, this sum (and any interest thereon) may be used as agreed between the parties or in accordance with a decision reached by arbitration.
- 6.3. Without prejudice to the foregoing or to any other right of recourse of ILS under this Agreement, if the 2022 Lifesaving World Championships does not take place at the venues contemplated by this agreement due to any cause directly or indirectly attributable to the Host Organisation or the OC in the performance of their obligations under this Agreement, the above-mentioned sum, including interest, shall become the property of ILS without further notice. If the Agreement is not fulfilled in some parts, ILS retains the right to cover any shortfall of services using the Performance Bond, as set out in paragraph 13.2.

7. ORGANISATION OF CHAMPIONSHIPS AND PROVISION OF SERVICES

- 7.1. The Host Organisation agrees to organise the 2022 Lifesaving World Championships, the mandatory Briefings, the mandatory ILS Meetings and the mandatory social/cultural events due to take place in the lead up to and during the 2022 Lifesaving World Championships.
- 7.2. The 2022 Lifesaving World Championships will cover for both men and women:
 - A. National Teams World Championships
 - 1) The World Championships for National Teams: Open category.
 - 2) The World Championships for National Teams: Youth category.
 - 3) The World Championships for Inflatable Rescue Boats (IRB) National Teams.
 - B. Interclub Teams World Championships
 - 1) The World Championships for Interclub Teams: Open category.
 - 2) The World Championships for Interclub Teams: Youth category.
 - 3) The World Championships for Masters: Interclub.
 - 4) The World Championships for Inflatable Rescue Boats (IRB) Interclub Teams.
 - 5) The World Championships for Surfboats Interclub Teams in the Open and Masters categories
 - 6) The World Championships in any other extra event mutually agreed upon by both Parties at least 12 months before the start of the World Championships.
 - C. The races that must be organised are given in Appendix 1. The Host Organisation will use the provided abbreviation as well as the official name

of the event as detailed in Appendix 1. The Host Organisation will provide the minimum number of medals and trophies as detailed in Appendix 1.

- 7.3. The Briefings include:
- A. One briefing for chief referees.
 - B. Eight briefings for national and international technical officials.
 - C. Eight briefings for team managers.
- 7.4. The Meetings include:
- A. The ILS Board of Director's Meetings.
 - B. The ILS Commissions and Committee Meetings.
 - C. The Co-Com meetings.
 - D. Any other meetings agreed by both parties.
- 7.5. The Social and Cultural events include:
- A. The 2022 Lifesaving World Championships overall opening ceremony, which includes the opening of the National Teams World Championships (both Open and Youth).
 - B. Four discipline Opening Ceremonies: Interclub (Open and Youth), Masters, IRB and Surfboats.
 - C. Five discipline Closing Ceremonies: National Teams (Open and Youth), Masters, IRB and Surfboats.
 - D. The 2022 Lifesaving World Championships overall closing ceremony, which includes the closing of the Interclub Teams World Championships (both Open and Youth).
 - E. The ILS Welcome Party.
 - F. The ILS Gala Dinner (at cost).
 - G. The National and International Technical Official's Evening. Preferably one in the first week and one in the second week of the 2022 Lifesaving World Championships.
 - H. The closing parties of each of the seven World Championships.
- 7.6. The Host Organisation will finance the costs of providing "the Services" as outlined in the bid document and given in Appendix 3 in accordance with the budget provided in the same bid document and in accordance with the timeframes given in this agreement and summarized in Appendix 2.

8. ENTRY FEES

- 8.1. The ILS may charge individual competitors and teams the following maximum entry fees (all amounts in Euro):

Competition	Maximum Entry Fee (in Euro)			
	Early (1)	Normal (2)	Late (3)	Very Late (4)
National Teams Championships Open:				
• Per individual (*)	55	75	120	200
• Per team (at least 4 competitors)(5)	300	360	450	550
National Teams Championships Youth:				
• Per individual (*)	55	75	120	200
• Per team (at least 4 competitors)(5)	300	360	450	550
Interclub Teams Championships Open:				
• Per individual (*)	55	75	120	200
• Per team (at least 4 competitors)(5)	300	360	450	550
Interclub Teams Championships Youth:				
• Per individual (*)	55	75	120	200
• Per team (at least 4 competitors)(5)	300	360	450	550
Masters:				
• Per individual (*)	55	75	120	200
• Per team (per team of at least 4 competitors in the pool and 3 at the ocean)(5)	200	260	350	400
IRB World Championships – National Teams:				

• Per individual	55	75	120	200
• Per team of at least 3 competitors	200	260	350	400
IRB World Championships – Interclub Teams:				
• Per individual	55	75	120	200
• Per team of at least 3 competitors	200	260	350	400
Surfboat World Championships:				
• Per individual	0	0	0	0
• Per team of at least 5 competitors	200	260	350	400
Extra Individual Events:				
• Per individual	55	75	120	200
• Per team of 2 people	0	0	0	0
Extra Team Events (March Past):				
• Per individual	0	0	0	0
• Per team (March Past)	150	200	300	400
Extra Events: Nipper demonstrations	TBD	TBD	TBD	TBD
Entry fees for developing nations	TBD	TBD	TBD	TBD

- (*) A competitor may compete for the mentioned fee in pool, beach and ocean events as well as in SERC.
- (1) Early entries: up to 270 days before the start of the World Championship's Opening Ceremony.
 - (2) Normal entries: from 270 days before the start of the competition up to 45 days before the start of the World Championship's Opening Ceremony.
 - (3) Late entries: from 45 days up to 8 days before the start of the World Championship's Opening Ceremony.
 - (4) Very late entries: from 7 days before the start of the Championships up to the start of the World Championships Opening Ceremony.
 - (5) Principle: A team fee in National/Interclub Open/Youth will be paid if a team comprises at least four team members from the same gender. They are allowed to compete in one or more team races.

8.2. Entry fees are not cumulative, that means that only the difference is paid.

8.3. Each competitor at beach/ocean races must wear a lycra fluorescent vest. The Host Organisation is encouraged to use sponsorship to cover the costs of the lycra vests. Sponsorship prints on the vests must be submitted for approval to ILS. If no sponsorship is secured, the Host Organisation may charge a maximum of 20 Euro (VAT included) per beach/ocean competitor. For pool competitions, no lycra vests are needed. Income from lycra vests are for the Host Organisation.

9. LIAISON AND MANAGEMENT INFORMATION

9.1. The Host Organisation shall annually in 2018, 2019 and 2020 and twice per year in 2021 and 2022, provide comprehensive written progress reports in English including budget report in respect of the Services. ILS may arrange for these reports to be audited, at ILS cost, and the Host Organisation shall provide such Information as ILS auditors reasonably require in order to do so. The reporting should be completed as per the reporting templates provided by ILS.

9.2. The Host Organisation covenants and warrants that it will use all reasonable endeavours to ensure compliance with all privacy laws and other requirements in respect of any Information given to it by ILS.

10. WARRANTIES

10.1. The Host Organisation warrants and represents that:

- (a) It has the full rights and title to enter this Agreement and to perform the obligations undertaken by it and that it has not entered into any agreement with any third party which might conflict with the terms of this agreement.
- (b) Neither the signature, execution nor the performance by the Host Organisation of this agreement contravenes any law, regulation or similar enactment or any judgment injunction or award of any court or authority or any provision of any existing agreement or contract, or the Host Organisation's own rules and regulations or any limitation on the powers of the directors or other officers of the Host Organisation.

10.2. ILS warrants and agrees that:

- (a) It has full authority to enter into this agreement and to undertake all of the obligations on its part contained in this agreement.
- (b) It shall take reasonable steps to keep the Host Organisation informed of matters related to the 2022 Lifesaving World Championships in an effort to assist the Host Organisation in fulfilling its duties.
- (c) Shall take any action which (in its reasonable opinion) is necessary to ensure that the Host Organisation can provide its Services under this agreement.

11. APPOINTMENT OF REPRESENTATIVES

The appointment of Representatives in relation to the 2022 Lifesaving World Championships shall be made on such terms and conditions as ILS in its absolute discretion may from time to time determine after consultation with the Host Organisation.

12. SUB-CONTRACTS

- 12.1. The Host Organisation is not entitled to sub-contract any of its rights or obligations under this agreement without the prior, written authority of ILS. The Host Organisation, nevertheless, may avail itself of the co-operation of third parties in order that sport, technical and financial aspects will be more successful, it being understood that they, as the Host Organisation, remain the only party responsible towards ILS.
- 12.2. Where the Host Organisation enters into a sub-contract, the Host Organisation warrants taking full responsibility for all actions of the sub-contractor.
- 12.3. The Host Organisation has all rights to contract sponsors and partners and to sell the media and other rights for the 2022 Lifesaving World Championships. The Host Organisation will keep ILS informed about sponsors and partners involved in those activities and will respect the ethical rules of ILS in this regard.

13. UNSATISFACTORY PERFORMANCE

- 13.1. Without prejudice to any remedy ILS may have against the Host Organisation for breach or non-performance of this agreement, if the Host Organisation fails to provide Services to the reasonable satisfaction of ILS, ILS may by written notice request the Host Organisation to improve the provision of Services within 30 days of the date of the notice.
- 13.2. If the Host Organisation does not deliver any of the agreed services after the final payment of the hosting fees and the start of, or during the actual conduct of the Event, ILS may consider withholding part or all of the Performance Bond, to cover the costs of any services that ILS is subsequently obliged to provide to ensure that the event is successfully delivered. The Host Organisation will first be given the opportunity to immediately remedy the failure in service delivery identified, before ILS considers taking such action.
- 13.3. If within 30 days after the date upon which objectives are agreed or determined under clause 13.1, the Host Organisation does not improve the provision of Services to the reasonable satisfaction of ILS, ILS may terminate this agreement at any time thereafter by giving not less than 14 days prior written notice to the Host Organisation. The Performance Bond and all rights fees paid to that date will then not be re-paid to the Host Organisation.

14. RIGHTS AND OBLIGATIONS ON TERMINATION

- 14.1 Any termination of this agreement shall be without prejudice to any other rights or remedies of the parties.
- 14.2 If this agreement is terminated, ILS may give written notice to the Host Organisation requiring the Host Organisation to:
 - A. Promptly deliver to ILS (or with ILS prior consent, destroy or erase) all Confidential Information in whatever form, in the possession, power or control of the Host Organisation.
 - B. Confirm in writing promptly when it has complied with clause 14.2.A.
The Host Organisation must comply with that notice.
- 14.3 If ILS gives notice under clause 14.2., the Host Organisation must, if subsequently requested to by ILS, deliver to ILS a statutory declaration made by an authorised officer of the Host Organisation declaring that the Host Organisation no longer has any Confidential Information in its possession, power or control.
- 14.4 If ILS gives notice under clause 14.2 the Host Organisation must immediately cease disclosing or making any use of, any part of the Confidential Information for any purpose.
- 14.5 If this agreement is terminated under clause 13, the Host Organisation waives any claim to the Performance Bond and any Fees paid prior to termination, which it alleges may be owed.
- 14.6 Termination of this agreement does not affect the rights and obligations of the parties under clauses 14, 15 or 16.

15. RELEASE, INDEMNITY AND INSURANCE

- 15.1 The Host Organisation must maintain insurance to the full extent of any potential liability, loss or damages arising at common law and under any statute relating to professional indemnity, property damage and personal injury as may be relevant to the performance of the Host Organisation's obligations under this agreement. A confirmation of the insurance company must be provided to ILS prior to 31 December 2018.
- 15.2 The Host Organisation releases and indemnifies ILS, its employees, contractors and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against ILS arising out of the breach or performance by the Host Organisation of its obligations under this agreement or the negligence of the Host Organisation, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Host Organisation is vicariously liable and also against any action, claim or demand by the Host Organisation's employees or agents or their personal representatives or dependants arising out of the performance of this agreement.
- 15.3 The Host Organisation must indemnify and hold harmless ILS against all losses including fees, penalties or any other costs attributable to professional incompetence or negligence of the Host Organisation.

16. INJUNCTIVE RELIEF

- 16.1. If there is any conduct or threatened conduct which is or may be a breach of this agreement, the Host Organisation acknowledges that damages may be inadequate compensation for such a breach and that ILS shall be entitled to apply to any court of competent jurisdiction for interim or permanent injunctive relief or both. Such rights and remedies will be cumulative and in addition to any other rights or remedies which ILS may be entitled to at law or in equity.

16.2. This Agreement shall be governed exclusively by and interpreted in accordance with the laws of Belgium.

17. INTELLECTUAL PROPERTY

17.1. Nothing in this agreement shall give a Party any rights in respect of any Intellectual Property used by the other in relation to the 2022 Lifesaving World Championships or of the goodwill associated with that Event and the Parties acknowledge that except as expressly provided in this agreement the Host Organisation shall not acquire any rights in respect of such Intellectual Property and that all such rights and goodwill are and shall remain vested in ILS.

17.2. The Parties warrant to each other:

- A. One Party will not assign or licence the Intellectual Property arising in connection with the provision of the Services and the performance of its obligations under this agreement without the permission of the other.
- B. There are no facts or circumstances likely or probable to result either in the Host Organisation or ILS being a Party to any litigation or arbitration or any claim against it in relation to the provision of the Services.

17.3. Each Party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any Intellectual Property which comes to the other Party's notice and of any claim by any third Party so coming to its notice. The Parties shall, at the request of the other, do all such things as may be reasonably required to assist in taking or resisting proceedings in relation to any such infringement or claim.

18. GRANT OF LICENCE

18.1. ILS grants to the Host Organisation a non-exclusive licence during the Term to use the Intellectual Property in the ILS and 2022 Lifesaving World Championships logos to enable it to fulfil its obligations under this agreement in the manner set out in this agreement.

18.2. The Host Organisation agrees that in using the Intellectual Property in carrying out its obligations under this agreement:

- A. It will act at all times to protect the value in the Intellectual Property and ensure ILS' rights and reputation are not damaged or infringed in any way by its use.
- B. The Intellectual Property will only be applied to or associated with goods of appropriate quality.
- C. Upon termination of this agreement, the Host Organisation will cease to use and return any ILS Intellectual Property in its possession to ILS.

19. CONFIDENTIALITY

19.1. Both Parties must hold the Confidential Information in strict confidence and undertake to protect and preserve its confidential nature and secrecy and make proper and effective security arrangements to do so. Without limiting the foregoing, the Parties must not:

- A. Disclose, or permit or cause to be disclosed, to any person any of the Confidential Information or any opinion regarding any of the Confidential Information.
- B. Make, or permit or cause to be made, any copy of, or notes or memoranda relating to, any of the Confidential Information for any purpose.
- C. Permit any person to have access to the Confidential Information.
- D. Use the Confidential Information or any part of it in any way.

Except in accordance with the terms of this agreement or on receiving the prior written consent of the other Party.

19.2. The Parties may disclose Confidential Information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body but they have to keep the other Partner informed.

20. INDEPENDENT AGREEMENT

It is agreed that the Host Organisation enters into this agreement as an independent contractor to ILS. The parties agree that nothing in this agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership.

21. DISPUTES

21.1. If any difference shall arise between ILS and the Host Organisation from or regarding this agreement, or the rights and liabilities of the Parties, if not amicably resolved, the same shall be referred to arbitration by the Court of Arbitration for Sport in Lausanne and determined under the laws of Switzerland.

21.2. The parties agree there shall be no right to use any other tribunal or dispute procedure to resolve any differences between the parties and that arbitration shall be final and binding. The parties will each bear their own costs associated with arbitration.

22. NOTICES

Any notices required to be given under this agreement shall be deemed to have been given if delivered by appropriate means, which prove the receipt of the notice, to the address of each party as set out in this agreement.

23. VARIATION

This agreement may only be varied, modified, amended or added to in writing signed by both parties.

24. ASSIGNMENT

Neither party may assign any of its interests, rights or benefits under this agreement without the prior written consent of the other party.

25. WHOLE AGREEMENT

This agreement comprises the entire agreement between the parties in relation to its subject matter.

26. FURTHER ASSURANCES

Each party agrees to do all things and execute all deeds, instrument or other documents as may be necessary or desirable to render this agreement binding on and legally enforceable against each party and to give full effect to the provisions of this agreement and the actions contemplated by it. The parties shall provide assistance to the other party as may be reasonably required from time to time.

27. FORCE MAJEURE

No party shall be responsible or liable to the other party for, nor shall this agreement be terminated as a result of any failure to perform any of its obligations hereunder (with the exception of payment of monies due and owing) to the extent and for the period that such failure results from circumstances beyond the control of the party.

28. BINDING DOCUMENTS

The following documents form an entire part of this agreement:

- Appendix 1. Events
- Appendix 2. The project milestones
- Appendix 3. The Official bid document and proposed budget

EXECUTED by the parties.

SIGNED at (date) which is also the Commencement date

Signed for and on behalf of the International Life Saving Federation by its duly authorised representatives:

Signature
(name)
President

Signature
(name)
Secretary General

Signed for and on behalf of the Host Organisation by its duly authorised representatives:

Signature
(name)
(function)

Signature
(name)
(function)

OFFICIAL CONTACT DETAILS

International Life Saving Federation	(name)
Gemeenteplein 26 3010 Leuven Belgium Telephone: +32/ (0)16 896060 E-mail : ils.hq@telenet.be	(address)