



EMA Mountain Running Championship C O N T R A C T

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FOREWORD

Contract made between the EUROPEAN MASTERS ATHLETICS (hereinafter referred to as "EMA"), and the Local Organising Committee (hereinafter referred to as the "LOC") of the 2020 "EMA European Masters Mountain Running Championships" (EMMRC).

The LOC wishes to organize the 2020 "EMA European Masters Mountain Running Championships" (hereinafter referred to as the "Championships") in accordance with Constitution, By-Laws and Rules of Competition of EMA (included in the EMA Handbook) and the rules of the INTERNATIONAL ASSOCIATION of ATHLETIC FEDERATIONS (hereinafter referred to as "IAAF") and whereas this contract is entered into by EMA and the LOC solely upon the above basis.

On this basis EMA hereby sanctions and authorises the LOC to stage the Championships in accordance with the following terms and conditions:

1. ORGANISATION, DATE AND LOCATION

1.1 Composition of the LOC

The LOC is named and will be named

AARAM - Associação de Atletismo da Região Autónoma da Madeira (Madeira Athletics Association)_____

The LOC must be a legal entity and/or will be represented by

Luís Alberto Policarpo Gouveia_____

which is registered by Conservatória do Registo Civil / Predial / Comercial de Câmara de Lobos_____

The registration is done at the date of
25 August 2017_____

Its constitution is attached as an annex to the contract.

The authorized representatives of this LOC are

Luís Alberto Policarpo Gouveia_____

(President)

José Paulo Martins Gomes_____

(Treasurer)

The LOC is banked with

Banco Santander_____

Attached as an annex is a letter of agreement of the National Affiliate of EMA.

1.2 Date and Location

The Championships are to be held in and around the city of

Porto Moniz _____ on the date of 28 March of 2020 __.

Facilities have to be consistent with the schedule, the number of entries and the type of competitions. They are detailed in the technical annex.

Written confirmation for the use of these facilities on the dates specified must be obtained from the appropriate facility managers. Copies of such confirmation are to be attached hereto as annex.

2. LOC LIABILITIES

2.1 Sanctioning Authority

The LOC recognises and accepts EMA as the sole European administrative authority in Athletics for Masters as the sole determining body for all technical rules in the Championships. Specifically entries to the Championships shall be made directly to the LOC and the competition is open to all individuals in the Masters categories.

LOC shall establish the schedule of events and age groupings, and, along with the EMA, shall determine all aspects of the Championships, including, but not limited to, such matters as the Opening and Closing Ceremonies, Banquet and Award Presentations which will be finalized in the technical appendix.

2.2 Sanction (=Authorization) Fee (not to be refunded)

As consideration for the granting of the EMA sanction to conduct the Championships, the LOC agrees to pay to EMA as sanction fee the sum of **€ 2.000** (two thousand Euros) net of any taxes, payable to EMA within thirty (30) days after the EMA award the Championships to the LOC. This sanction fee is definitively acquired by EMA.

2.3 Performance Bond (to be refunded)

The LOC shall, in lieu of providing security for its performance in terms of this contract, pay the sum of **€ 2.000** (two thousand Euros) by means of a bank wire transfer into the EMA bank account designated in writing by the EMA Treasurer before or not later than the signing of this contract. This security payment shall be returned to the LOC when and to the extent to which the LOC's obligations in terms of this contract have, in the sole and absolute discretion of the EMA Council, been fulfilled. The LOC acknowledges that it shall not have the right to claim repayment from EMA in the event of any dispute between EMA and the LOC until the dispute has been resolved.

Criteria for the discharge of the LOC's obligations shall include but shall not be limited to:

2.3.1. Printing and distribution within three (3) months after the conclusion of the Championships of the results booklets and videos/DVD's, the payments for which will have been made to the LOC by competitors; these results booklets must also reflect the complete list of competing affiliates/countries and the number of athletes entered per affiliate/country;

2.3.2. Delivery of the LOC's written report (including financial report) to EMA on the Championships within three (3) months after the conclusion of the Championships;

2.3.3. Delivery within three (3) months after the conclusion of the Championships to EMA of a financial statement covering all financial aspects of the LOC, including income and expenses;

2.3.4. Performance of and compliance with all material technical and financial provisions of conducting the Championships.

2.4 Sponsorship

The LOC may negotiate financial sponsorship from national, regional and/or municipal governments, individuals and/or from the corporate sector, except manufacturers of any product or service deemed by EMA - WMRA to be detrimental to the best interests of EMA and as within the IAAF Regulations; and, provided that such sponsors shall be informed in writing that the entries for the Championships will be in conformity with the Constitution, By-Laws and Rules of Competition of EMA. The LOC will forward a list of prospective sponsors to the EMA, for approval in a timely manner. Prior approval from EMA is required before the LOC may sign a contract with a sponsor.

Should EMA intend to enter into on-going agreements with various commercial companies as part of these agreements, the LOC may be required to provide advertising space and other considerations for EMA's sponsors. In exchange, the LOC may receive reimbursement from EMA for the staging of the Championships, or other budget-relieving financial considerations. The specifics of this exchange shall be determined through negotiations between the LOC and EMA with an agreement to be concluded at least 6 (six) months prior to the beginning of the Championships.

EMA has the rights for up to two pages to be used for its marketing agency to advertise its sponsors in the entry booklet (such sponsors should not impeach or affect sponsors from the LOC).

2.5 Profit and Losses

EMA has no claim to any profits accruing to the LOC from the organisation of the Championships. The LOC shall hold EMA harmless from any debts or other liabilities, including attorney fees and costs that the LOC may incur before, during, or after the Championships.

The LOC shall have no liability for any debts incurred by EMA in connection with this event, unless previously approved, in writing, by the LOC.

2.6 Report and Accounting

The LOC shall submit to the EMA at the first day of the competition of the Championships a detailed report covering all aspects of the EMA -Entry Fees, including a detailed list of entries per national affiliate and the budget. At the same time the LOC will pay the associated Entry Fees to EMA.

2.7 LOC Undertakings

Should the LOC promise in its bid for these Championships to provide any additional services or benefits to the competitors, those promises shall be considered binding upon the LOC and made part of this Contract and outlined below.

2.8 EMA Logo

The LOC shall ensure that the EMA Logo is prominently and appropriately displayed at all official Championships events, functions and activities. The LOC shall also ensure that the EMA Logo is displayed on the front cover of all official Championships publications and prominently on all other official Championships printed material. The LOC shall ensure that EMA receive appropriate recognition and acknowledgement through public announcement at all official Championships events, functions and activities.

2.9 Television and Film Rights

EMA's agreement must be received by the LOC, in writing, for the sale and/or use of television and/or film rights to the Championships. Terms shall be agreed upon between the LOC and EMA. Any approval shall not be unreasonably withheld.

2.10 Hold Harmless and Liability Insurance

By the purchase of insurance the LOC shall indemnify hold harmless and defend, directly and/or indirectly, EMA and the officials, athletes and spectators for all liability, including attorney's fees and costs from loss, damage or injury to persons or property in any manner arising out of the administration of the Championships including, without limitation, all consequential damages, except any loss, damage or injury resulting from the wilfully intentional act of EMA, the officials, athletes and spectators.

An insurance company acceptable shall issue the said insurance policy to EMA and the LOC as additional insured. This policy shall insure against any and all liability arising from negligence and shall have policy limits of not less than € 1.000.000 per each individual claim. A copy of said policy shall be provided to the EMA not less than 6 (six) months before the start of the Championships together with proof of payment of the premium(s) due under the policy. The proposal of the said policy must be provided before the General Assembly.

The policy shall make clear that insurance is provided for the duration of the set up, preparations and completion of the Championships. The Championships shall be closed when all of the LOC liabilities have been satisfactorily carried out.

If any damage happens to persons or property the only responsible entity will be the LOC which renounces to suit the EMA.

3. COMPETITION PREPARATION AND CONDUCTION

3.1 EMA Site Preparatory Visits

The LOC bears - the travelling, meals and accommodations costs of the preparatory inspection visits by EMA Representative (the Technical Manager (TM) and Organising Delegate (OD) or other individuals (designated by the Presidents of EMA), which may be made before the beginning of Championships (maximum of 3 -three-visits). Said facilities shall be available for up to 3 (three) days.

4. COMPETITORS' AND COUNCIL REQUIREMENTS

4.1 Accommodations and Meeting Rooms

The LOC shall ensure and guarantee sufficient housing accommodations during the Championships period. The LOC further ensures and guarantees that the housing charges shall not exceed normal rack rates for the season, including "weekend" terms.

The LOC shall guarantee that individuals, groups and/or travel agencies shall also have the normal rates for the season, including "weekend" terms, regardless of the time period that their bookings are made.

The LOC shall establish a housing office to deal with the accommodation for the Championships. Where the LOC uses an outside agent, the LOC and its agent shall guarantee that the accommodation prices are not increased from the normal rack rates (including "weekend" terms, and it is the duty of the LOC and the agent to coordinate this with the EMA Organising Delegates (OD).

A list of the accommodation with the average prices per person of all categories shall be submitted (two, three, four, five stars-hotels, dormitories and camping) and shall form the basis of the contract.

4.2 Council Housing and Council Transportation

The LOC shall ensure the accommodation, including breakfast and 2 (two) meals per day for two EMA Council – Members for the period of the Championships plus additional 2 (two) days and nights in a four-star-hotel (or equivalent).

The LOC must provide the same kind of accommodation for the EMA Representative during their preparatory visits.

4.3 General Transportation

The LOC shall provide free shuttle bus and or other transportation for all registered participants and for officials from the accommodations, other than participants private housing, to and from all competition venues, for the period beginning two days prior to the first day of competition and concluding one day following the last day of competition; said transportation shall begin at least two hours before competition commences each day, and shall terminate one hour after competition is completed at each venue and shall operate at not more than thirty minutes intervals, unless otherwise approved by EMA. (it is to be understood that the free shuttle bus transportation will not be provided to all the accommodation listed. However, the LOC, in its listings of accommodations, shall indicate any accommodation not serviced by the shuttle system).

4.4 Accompanying Persons

Accompanying persons of competitors (e.g. spouses and/or family members, clearly and easily identified) shall not be charged any entry fees to view the competitions, including the Opening and Closing Ceremonies.

5. ENTRIES

5.1 Entry Fees

The LOC shall charge each competitor an Entry Fee inclusive of the Competition Booklet (rules of competition, schedule of events, competitors, etc.) the following amount:

EMA Fee (€ 10,00)

EMMRC Entry Fee. € 35,00 (includes Antidoping Fee and EMA Fee). No late entries shall be taken under any circumstances.

5.2 Competitors

The LOC shall provide to EMA no later than two months before the opening of the registration system a letter from the Government that all legitimate competitors shall be allowed to enter in the country for the purpose of participating in the Championships, and that no competitor shall be denied a visa for entry into the country solely because of the country of his/her origin.

The LOC shall not accept any entry from any individual whom EMA advises has been suspended from competition. The EMA General Secretary on a regular basis shall supply a list of barred competitors to the LOC.

5.3 EMA- Entry-Fee Payment

The LOC shall pay for each competitor an EMA Entry-Fee. The payment is defined in paragraph 5.1.

5.4 Competitor's Release

The LOC shall include in the Entry Form, to be signed by each competitor, the following provisions:

By signing the Entry Form I hereby accept and will perform my participation in these EMA-Championships under the rules of IAAF/WMA/EMA. I also accept full responsibility in case of accident, injury or damage to myself or my property caused by participation in the ___th European Master Mountain Running Championships (EMMRC).

6. AWARDS AND ADVERTISING OF THE CHAMPIONSHIPS

6.1 Awards and Medals

The LOC shall award appropriate Championships medals, to be approved by the EMA the year prior to the beginning of the Championships for the first, second and third place in each individual and team event in each age group. This award must be given to the competitors in an appropriate and official ceremony.

7. CONTRACT APPLICATION

7.1 Application of the Contract

This Contract will come into force after the deliberation of the EMA Council.

To be candidate the LOC must have signed the Contract and provided the appropriate annexes:

- Letter of the National Affiliate
- Proposal of Insurance Company
- Constitution of the LOC
- List of the main hotels (an average of all categories) which will be partners of the EMAC including the present rates (see § 4.1)

The LOC according to paragraphs 2.2 & 2.3 must have provided the payments of the half Sanction Fee and of the Performance Bond.

The Contract will come into force only after the decision of the EMA Council and the receipt of the Sanction Fee and the Performance Bond. The LOC's which have not been selected have their Contract cancelled without any rights against EMA.

7.2 Application Law

This contract is made pursuant to the law of Switzerland where EMA is registered (The constitution of EMA is appended as an annex). Any disputes will be resolved through arbitration in this country.

7.3 Amendments

Any amendments, corrections or changes to this contract must be in writing, duly executed by the parties (EMA/LOC) and must be appended to this contract.

7.4 Gender References

All references to the masculine gender shall incorporate the feminine gender and all references to the singular shall include the plural.

7.5 Force Majeure

If the performance by the LOC of any obligation or undertaking under this agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural force or by acts of anyone not party to this agreement, then the LOC shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence. The parties hereto agree to the terms and conditions above and set forth in the preceding pages.

7.6 Drug Tests

The LOC undertakes to follow the IAAF- WMA - WADA - Rules regarding the Anti-Doping. 1 (one) drug test per 200 (two hundred) entered athletes shall be conducted during the EMA Championships.



8. SIGNATURES

City/Date: _____

Approved and accepted on behalf of

8.1 Town / City:

Nálio Sequeira _____ 
(Mayor, Name and Signature)

8.2 IAAF Affiliated Body / EMA Masters Affiliate:

[Signature] _____ 
(President, Name and Signature)

(Secretary or Treasurer, Name and Signature)

8.3 Local Organising Committee (LOC):

Spain A - Pelicafca _____ 
(President, Name and Signature)

(Treasurer, Name and Signature)

8.4 European Masters Athletics (EMA):

Kurt Kaschke _____ 
(President, Name and Signature)

Avenue Louis-Budron 18
CH-1003 Lausanne
Phone: +41-21 313 43 50
www.european-masters-athletics.org

(Treasurer, Name and Signature)

EMA Banking Data:

UBS CH 1002 Lausanne, Switzerland
IBAN: CH82 0024 3243 4921 0260W
BIC (SWIFT): UBSWCHZH80A

EMA Registration:

Registre Du Commerce Du Canton De Vaud (Suisse/Switzerland)
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