**GENERAL AGREEMENT GOVERNING THE ORGANIZATION OF THE**

**INDOOR PAN AMERICAN CUPS 2017 – MEN & WOMEN.**

PARTIES

This Agreement is made between the **Pan American Hockey Federation** (PAHF) and its member National Association, **National Association** (NA) on **Month dd, yyyy.**

RECITALS

WHEREAS

The PAHF is a non profit Federation of National Associations which governs the sport of hockey in the Pan American nations on behalf of its members.

The PAHF is the exclusive holder of all rights in relation to the **Indoor Pan American Cups 2017 – Men & Women**.

The National Association outlined above has made an offer to the PAHF to organize and conduct the referred Event in close co-operation with the PAHF at **City, ST - Country** between the dates of **dates of event**.

The PAHF has decided to accept the offer of the National Association to organize and conduct the Event referred above on the terms and conditions hereinafter contained.

This Agreement can be amended anytime with the written approval of both parties.

OPERATIVE PART

NOW IT IS HEREBY AGREED AS FOLLOWS

1. Grant of Rights

1. The PAHF received the offer from the NA to organize and conduct the Event referred above and otherwise on the terms and conditions hereinafter contained, the PAHF hereby accepts such offer and grants to the NA the rights to organize and conduct the Event on such terms and conditions.
2. The PAHF accepts the offer of the NA to organize and conduct the Event on the terms and conditions herein contained by signing this Agreement and forwarding the same to the NA at its address. This Agreement shall be deemed to commence when signed by both parties.
3. The NA may sub-contract all or any part of the organization of the Event but the NA A remains solely responsible to the PAHF for compliance with the terms and conditions of this Agreement.

2. Requirements

The NA must at its own cost and expense absolutely:

1. Organize and conduct the Event in all its aspects adopting and maintaining the highest possible standards of quality. Most standards are defined in the document **“Guidelines and Checklists for those organizing PAHF Competitions rev03 – update April 2013”** which are to be used for reference as an appendix of this agreement. The referred document is a mutual consent between the parties and shall be signed within 30 days of signature of this agreement.
2. Observe in their totality all the conditions specified in the Annex 1 (Financial Responsibility Agreement) hereby incorporated in and form an integral part of this Agreement; and
3. Carry out and perform the conditions contained in the Bid documents submitted as part of its offer to organize and conduct the Event and any agreements subsequently made.
4. Provide an equipped office with all required elements as described at the document referred at item ‘2.a’ above to run and work with the online Tournament Management System - TMS (provided by PAHF/FIH) in order to guarantee proper conduction of the competition and event.
5. Provide high-speed wireless internet connection at the stadium (table of control and offices) that guarantees proper file transfer rate for adequate communications, necessary for the TMS, Tournament Director, Technical Officials, Umpires Manager, Media Officer and Event Coordinator during their work at the Venue of the Tournament;
6. Address according to the International Hockey Federation (FIH) Anti-doping Policy any doping control requirements and keep all files regarding procedures for forwarding to the respective Anti-doping authorities and the PAHF;
7. Meet medical requirements as outlined in the FIH Medical Guidelines.

3. Responsibility

The NA acknowledges and agrees that:

1. The rights hereby granted to organize and conduct the Event are for its own account and, without prejudice to any of the matters set out in the Financial Requirements contained in the Annex 1 hereto, are at its sole risk and under its full and exclusive responsibility and liability including, without limiting the generality of the foregoing, all legal and administrative obligations and all liability whether in contract or tort to third parties including but not limited to all participants, teams, officials (appointed by the PAHF), employees, contractors, agents, members of the public and all authorities whether national or local;
2. It shall and does hereby indemnify and agree to keep indemnified the PAHF from all claims, suits, actions, demands, damages or costs whatsoever and howsoever arising out of or in any manner relating to the organization and conduct of the Event by the NA;
3. The PAHF shall have no liability for any failure of the NA to comply with any agreement between the NA and any third party or with any other obligation of the Offeror.

4. Hosting Fee

1. In consideration of the PAHF granting to the NA the rights to organize and conduct the Event, the NA agrees to pay to the PAHF the fees and expenses set out in the “PAHF Event: Financial Responsibility Agreement” (Annex 1), specific for this Event and signed separately;
2. Unless otherwise mutually agreed, the NA must pay the Hosting Fee to the PAHF as follows:

(i) By a deposit of 50% of the fee not later than three (3) months in advance of the Event; and

(ii) The balance not later than three (3) months after the conclusion of the Event.

1. The financial obligations as outlined herein and in Annex 1 are established based on the maximum number of teams competing in the Event (24 teams – 12 per gender). Where there is less than the maximum number of teams competing in the Event, Annex 1 may be amended, subject to PAHF discretion and FIH approval. The PAHF and NA acting reasonably, agree to re-visit these terms no less than four months before the Event if there are less than the maximum teams competing.

5. Default of Organization

1. If the PAHF in its reasonable judgment determines that it is likely that the NA will be unable to organize and conduct the Event according to the terms and conditions of this Agreement, the PAHF may terminate this Agreement forthwith by written notice to the NA and this Agreement and the rights hereunder shall cease and determine immediately upon such notice being delivered to the NA but without prejudice to the rights of the PAHF in accordance with the following provisions of this clause;
2. A notice sent by the PAHF under paragraph ‘5a’ must be sent in accordance with clause 12 and must state the grounds upon which the PAHF has reached its determination;
3. If this Agreement is terminated by the PAHF in accordance with the provisions of paragraph ‘5a’, the NA agrees and acknowledges that it shall not be entitled to claim any damages or compensation from the PAHF as a result of such termination;
4. If the PAHF terminates this Agreement, it may in its sole and absolute discretion:

 (i) Cancel the Event; or

 (ii) Reassign the organization and conduct of the Event to another National Association on such terms and conditions as the PAHF may in its sole and absolute discretion determine; and

 (iii) In either case may require the NA to immediately transfer to the PAHF the Hosting Fee (or that part which has not already been paid) without prejudice to any right which the PAHF may have to claim compensation or damages from the NA but the PAHF acknowledges that it shall have no right to claim compensation or damages if the termination under paragraph ‘5a’ is caused by reason of force majeure;

1. The PAHF may also terminate this Agreement and exercise the rights specified in paragraph ‘5d’ if the NA fails to observe or perform any of its material obligations hereunder and does not remedy such failure within thirty (30) days after the PAHF serves a written notice on the NA specifying the failure;
2. If this Agreement is terminated by the NA by any reason, the PAHF will carry on proper evaluation of the circumstances, and may in its sole and absolute discretion, impose penalty charges related to eventual financial implications of the termination. Those may be related to participant teams, officials, staff and/or other costs incurred;
3. If the NA terminates this Agreement, it must be done by written notice to PAHF with clear explanation of the reasons. Nevertheless, further sanctions to the NA may be imposed by the direction of the PAHF Board of Directors.

6. Insurance

1. The NA is responsible for and must take out and maintain all necessary insurance policies in respect of the Event specified by the PAHF from time to time covering such risks and with an agreed insurer as the PAHF may reasonably require;
2. All policies taken out by the NA must be in the joint names of the PAHF and the NA covering their respective rights and interests;
3. Forthwith after the commencement of this Agreement, the NA must send a copy of the proposed insurance policy or policies to the PAHF for its approval and upon approval being given must take out such policy or policies at such time or times as the PAHF specifies;
4. The NA must promptly pay all premiums from time to time due in relation to the insurances taken out in accordance with this clause and at the request of the PAHF produce the receipts for the premiums so paid;
5. The NA must ensure that it develops a plan to ensure the maximum security for all possible eventualities that may arise in respect of the Event and must ensure that the PAHF, through its nominated Representative referred to in clause ‘8b’, is provided at all reasonable times on a strictly confidential basis with access to such plan and all law enforcement agencies responsible for security within the country of the NA.

7. Local Transport Requirements

PAHF requires that a Transport Coordinator is designated by the NA at least 3 months prior the commencement of the Event. The NA commits to:

a. Provide transport for all participating teams on arrival and departure to/from the designated airport/railway/bus station and their chosen hotel, and to the tournament venue for matches and official practices; *Liability:* if a team chooses to stay in a hotel other than the officially approved hotels provided by the NA it may do so. In this case, the NA commits to recommend a coach/bus company or a car/mini-buses company for hire.

b. Guarantee transport for Umpires and Officials from and to the designated airport (which will be the nearest airport with international or major domestic air services), railway or bus station (if an umpire or official chooses to travel by rail or bus) to the Tournament Hotel;

c. Provide separate transportation for umpires and technical officials from and return to the hotel and the stadium/field throughout the Tournament considering schedule of matches;

d. Make available for each of the Tournament Director and FIH/PAHF Representative(s) a car or cars with drivers;

e. Make available for the Umpires, ideally, a minibus or minibuses for separate transport schedule to be agreed with Tournament Director and Umpires Manager;

f. Guarantee a proper transport schedule to be published at least daily for tournaments with both morning and afternoon games.

8. Reports

1. The NA must within three months of the date of this Agreement submit an Operational Plan to the PAHF for approval and must submit a written update report to the PAHF at least once every three months providing details on all aspects of the progress of the organization and conduct of the Event.
2. Prior to the final match of the event the NA must hand to the PAHF Representative a completed questionnaire that the PAHF will provide to the FHC. Within one (1) month after the conclusion of the Event the NA must submit a detailed written report of all aspects of the organization and conduct of the Event and provide such recommendations that may assist with the organization of future events;
3. At the request of the Managing Director of the PAHF, the NA should present its report in person to the PAHF Board or any committee appointed by it;
4. The PAHF will regularly inform the NA on all aspects of its involvement in the staging of the event.

9. Co-Operation

1. The PAHF has defined objectives for the success of all PAHF tournaments and has developed a considerable bank of knowledge in relation to all aspects of the organization of tournaments. The PAHF seeks to work very closely with the NA to give the utmost assistance to ensure the success of the event. In so doing, the PAHF seeks to share its knowledge with all NA. The PAHF believes it has a great deal to contribute and believes it is able to add real value to the organization of the event;
2. The PAHF may appoint an Event Co-ordinator(s) to represent the PAHF and to liaise with the NA on all aspects of the organization and conduct of the Event;
3. The involvement of the Event Co-ordinator(s) shall inno way replace or reduce the full and exclusive responsibility of the NA;
4. The Event Co-ordinator(s) is entitled to attend all meetings of the Local Organizing Committee but, unless otherwise decided by the PAHF Board, the number of visits shall be limited to two per year;
5. The PAHF shall pay for full costs of the Event Co-ordinator(s) attendance during the tournament;
6. The PAHF will make its knowledge and expertise available to the NA, including:

(i) Provision of relevant resource material in relation to the successful staging and hosting of world level events, and

(ii) By enabling the PAHF appointed officials, and any other persons who the PAHF in conjunction with the NA considers may be able to provide assistance, to visit the location of the Event to provide guidance, assistance and advice to the NA. The PAHF shall pay for the travel costs and the FHC for the accommodation costs incurred.

10. Commercial Rights

1. The PAHF is entitled to secure commercial and broadcast rights for the Event including title sponsorship. All subsequent rights may only be obtained by the PAHF in consultation with the NA;
2. All commercial and broadcast rights to the Event belong to the PAHF with the possibility of the NA being able to license certain rights from the PAHF by separate application and payment of additional tournament rights fees as may be subsequently agreed between both parties;
3. The title of the Event is **Indoor Pan American Cups 2017 – Men & Women**. The title is definitive and may not be modified or altered in any way by the FHC without the prior written consent of the PAHF;
4. If the PAHF secures a title sponsor, it may incorporate the name of the sponsor in the title to the Event. If the PAHF does not provide a title sponsor for the event, the NA must obtain the prior written approval of the PAHF if it wishes to incorporate a sponsor’s name in the title to the event.
5. PAHF will provide an event logo for the event. The use of the event logos and all other logos on all advertising material, publications, information letters and others documents must be according to the “PAHF Branding Manual” (published on the PAHF web site) and must be submitted to PAHF for approval before its public circulation. Should any material not be approved by PAHF and found to be used for commercial purposes, the PAHF reserves the right to have all such material removed and financial penalties imposed on the NA.

11. PAHF Courses

The NA commits to assist the PAHF with the preparation, organization (logistic and operational conduction) and promotion of a PAHF Coaching, Development, Umpiring, and/or Technical Course to be held in conjunction with the Event. The PAHF pays air-fare, honorarium and meals of the conductors and the NA provides accommodation.

12. Governing Law

1. Any dispute arising from or related to this Agreement will be submitted exclusively to the PAHF, and resolved definitively in accordance with statutes of the PAHF; if not
2. The PAHF is member of the FIH and abides by its statutes and code of ethics.

13. Notices

1. Any demand, notice, consent, document or other communication by either party to the other must be:
2. In writing;
3. Signed for or on behalf of the party by its President and/or Executive Director; and
4. Addressed to the party to be served at the address of that party specified in paragraph ‘12b’ or such other address as that party may have substituted by written notice (given in accordance with this clause) to the other;
5. All demands, notices, consents, documents or other communications authorised or required to be given by or pursuant to this Agreement must be sent by registered mail with postage pre-paid, by hand delivery, by facsimile transmission or e-mail.

**CONTRACT SIGNATURES**

**Accepted By:**

Pan American Hockey Federation – PAHF

Signature

Name: Julio F Neves

Position: Managing Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**And**

National Association - NA

Signature

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_