



INTERNATIONAL LIFE SAVING FEDERATION

2028 LIFESAVING WORLD CHAMPIONSHIPS

HOST 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.

RECITALS

1. The ILS Board of Directors accepted on (date) in (location) the Host's application to host the 2028 Lifesaving World Championships (LWC 2028 or the Event) in (place).
2. The ILS owns the LWC 2028 and controls the Rights relating to the LWC 2028 as well as the Intellectual Property in the Event (as defined below), with the exception of the rights exclusively reserved to the Host. It is understood that due to the organisation of the LWC 2028, the Host may also generate Rights and Intellectual Property from the Event.
3. The ILS herewith appoints the Host to organise the LWC 2028 and provide and/or co-ordinate the Services. The Host must form an appropriate Organising Committee (OC) for the LWC 2028.
4. The parties wish to enter into this agreement to formalise the arrangements for the appointment of the Host and the provision of the Services by the Host to and for the ILS in respect of the LWC 2028.

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 LWC 2028. 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 LWC 2028.

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 the ILS to the Host or vice-versa, whether orally, electronically or in writing or has been obtained by the Host from the 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 the ILS or any of its members, including but not limited to:

- A. Information about the Parties or any information concerning their involvement with the LWC 2028.
- 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 Appendix 2.

Representatives means those third parties engaged to carry out services in relation to the LWC 2028 including, without being limited to, television production and broadcasting and public relations.

Services means those services the Host will provide to the ILS in hosting and managing the LWC 2028, including those services more particularly described in Appendix 3.

Term means the term of this agreement under article 2.

Venues means the venues used for the LWC 2028. The venues include the swimming pools (training-, warm-up and competition pool(s)), the beach venues (training, warm-up and competition areas), the ocean venue (training, warm-up and competition areas), the Lifesaving Village, the meeting venues and the venues for social events.

LWC 2028 means the Lifesaving World Championships and Meetings due to take place at (location) in 2028.

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 will continue until all obligations of both parties are complete or the final Key Milestone in Appendix 2 is completed, whichever is earlier.

3. OBLIGATIONS OF THE HOST

- 3.1. The Host shall provide the Services set out in Appendix 3 and in accordance with the term and conditions of this Agreement.
- 3.2. The Host 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 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 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 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. The ILS may, at any time and in its sole discretion, request evidence to ensure that the Host 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 to provide the Services for and/or with the Host. The Host shall expeditiously furnish information as requested.
- 3.7. The Host shall, before 01/01/2025, create an Organising Committee (OC) of the LWC 2028 in the status of a legal person. If a National Life Saving Federation is involved, the OC shall include, among the members a person appointed by the National Lifesaving Federation.
- 3.8. The Host shall, before 01/01/2025, confirm the World Championship dates and meeting venues.
- 3.9. The Host shall organise in 2025, 2026, 2027 and 2028 one Co-Ordination Committee (Co-Com).
- 3.10. The ILS shall share the knowledge and expertise which it has acquired over the years as a result of it overseeing the organisation of previous Lifesaving World Championships, to assist the OC in relation to the planning, organisation and operation of the LWC 2028. Similarly, the OC undertakes to share its knowledge and expertise in relation to the planning, organisation and operation of the LWC 2028 with the ILS and organising committees of future Lifesaving World Championships, as requested by the ILS.
- 3.11. Logo, mascot, medals and trophies
 - A. Before 01/06/2025 the Host shall submit the event logo for approval to the ILS. The event logo must include the ILS logo and must follow the specifications set out in the appropriate ILS policy, which will be provided by the ILS to the Host.
 - B. Not later than 300 days before the start of the competitions, the Host shall submit the design of the medals and trophies for approval to the 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. Six sets of gold, silver and bronze medals and six mascots (if any) shall be provided to the ILS free of charge within 60 days after completion of the LWC 2028.
- 3.12. Legal Protection of Emblems, Logo and Mascot(s)

Before 01/06/2026, the Host shall take reasonable steps to ensure that relevant Intellectual Property rights in the LWC 2028 logo are properly protected in the Host Country. The Host shall ensure that all copyrights vested in the Host and all trade mark registrations obtained or applied for by the Host in any and all countries in connection with the logo shall be assigned to the ILS no later than 360 days after the completion of the LWC 2028. The parties acknowledge and agree that there is no obligation in this clause for the Host to apply for any trademark registration.
- 3.13. Ownership

All graphic, visual, artistic or intellectual works or creations developed by or on behalf of or for the use of the Host in connection with the LWC 2028 shall be vested in and remain in the full ownership of the ILS, including, but not limited, to:

 - A. Logo, Emblems and mascots (including the logo, emblem and mascot(s) referred to above), including all graphic and three-dimensional representations thereof.
 - B. Pictograms.
 - C. Poster designs.
 - D. Badges.
 - E. The 2028 LWC winners' medals, trophies and commemorative medal designs.
 - F. Official programmes and publications.
 - G. Musical works.
 - H. Other graphic works.

The Host 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.
- 3.14. Programme booklet

The Host shall produce at least 6.000 copies of a programme booklet in English as per the specifications provided by the ILS. The programme booklet must be approved by the ILS before publication. The Host may additionally provide the information required in a

digital format for access through a Mobile Application dedicated to the LWC 2028 that can be accessed easily by all participants.

- 3.15. Plans
The Host shall provide at least 180 days before the start of the LWC 2028 the following Plans to the ILS a Safety and Emergency Plan, a Relocation Contingency Plan and a Transport Plan.
- 3.16. Television and Radio Facilities and Services
 - A. The Host shall be responsible for making available, at its expense, the Host Broadcast organisation of the LWC 2028, which shall provide the facilities, services and other requirements of the electronic coverage and radio and television broadcasting of the LWC 2028.
 - B. All such facilities, services and other requirements for the radio and television broadcasters for their use shall be provided by the Host. All contracts between the Host 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 the 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 the ILS free of charge within 60 days after the completion of the event.
- 3.17. Press Facilities and Services
 - A. The Host shall make available, at its expense, the facilities, services and other requirements for the written and photographic press at the LWC 2028.
 - B. The results shall be available for transmission from the central data processing system of the Host to the central data processing system of the international agencies recognised by the ILS. Such service shall also be available at no additional cost to accredited media and such other persons reasonably designated by the ILS Board of Directors.
- 3.18. Insurance
The Host shall no later the start of the LWC 2028, arrange adequate insurance coverage in respect of all risks associated with the organisation and staging of the LWC 2028. In particular, the Host shall, in consultation with the ILS, take out with a reputable insurance company an insurance policy or policies against the risks referred to below (the "Insured Risks"). The Host shall pay the premium(s) on the said policy(ies) and shall, no later than 180 days, make available to the ILS a copy of such policy(ies). If one or more of the Insured Risks occurs, the Host shall promptly make a claim under (but in accordance with) the policy or policies.
The "Insured Risks" shall cover:
 - A. Storm, earthquake, riot, national state of emergency, war, or any other occurrence that prevents the holding the LWC 2028 or a substantial part thereof.
 - B. A material change in any governmental regulations and regulations of official authorities of any kind whatsoever so that the Host's ability to perform its obligations under this Agreement is impaired or jeopardised.
- 3.19. The Host shall:
 - A. Provide the Services in a timely and professional manner.
 - B. Not do anything, which in the reasonable opinion of the ILS is or might be prejudicial or defamatory to the name and image of the 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 the ILS and the Host.
 - 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 may decide to use in providing the Services.

3.20. The Host agrees to comply with the key milestones as provided in Appendix 2.

4. ILS OBLIGATIONS

- 4.1. The ILS shall not promote the venue for the subsequent Lifesaving World Championships, prior to the commencement of this Event, except through normal announcements about the locations and timing of the event.
- 4.2. The ILS shall confirm a timetable for General Assemblies, Board of Director's, Commission and Committee meetings no less than 360 days prior to the event.
- 4.3. The ILS will make best efforts to support the Host in running the LWC 2028.
- 4.4. The ILS shall share the knowledge and expertise which it has acquired over the years as a result of it overseeing the organisation of previous Lifesaving World Championships, to assist the OC in relation to the planning, organisation and operation of the LWC 2028. The ILS will provide the registration, accreditation, entry and result system to be used by the Host. All data gathered by this system will be managed and controlled by the ILS in accordance with current GDPR Regulations.
- 4.5. The ILS will provide an up-to-date ILS Competition Rulebook and an ILS World Championships Handbook for the technical management of the Lifesaving World Championships at least 360 days before the start of the first event.
- 4.6. **Data Processing and Information Technology Systems**
The ILS will provide the Data Processing and Information Technology systems related to the Registration and Accreditation of all Participants. The ILS will also provide the Entry Systems to the Competitions, the Management of heats, semi-finals and finals and the result system. If adaptations are needed and requested by the Host, they will be at cost.
- 4.7. The ILS, through the ILS Events Director, will provide managerial assistance to the Host.
- 4.8. The ILS will create before 01/01/2025, a Co-ordination Committee (Co-Com) to manage the working relationship between the ILS and the OC, which will include at maximum three representatives of the ILS and three representatives of the Host. The Co-Com will monitor the progress of the OC, assist the OC and exercise any additional authority conferred upon it by the ILS Board of Directors.
- 4.9. The Co-Com meeting will be called by the ILS (acting reasonably) in 2025, 2026, 2027 and 2028. The meeting will be chaired by the highest authority in the ILS attending the meeting.
- 4.10. The ILS will provide all necessary information in a timely and professional manner.
- 4.11. The ILS will make best efforts to provide any materials ILS may consider helpful to the Host in carrying out its obligations.
- 4.12. The ILS agrees to comply with the key milestones as provided in Appendix 2.

5. HOSTING RIGHT FEES

- 5.1. For the rights to Host the LWC 2028 the Host will pay the ILS 400,000 Euro (four hundred thousand Euro) Hosting Rights Fees as follows:
 - 2025: 100,000 Euro, payable before 1 June 2025.
 - 2026: 100,000 Euro, payable before 1 June 2026.
 - 2027: 100,000 Euro, payable before 1 June 2027.
 - 2028: 100,000 Euro, payable before 1 June 2028.
- 5.2. The Host will pay the above fees upon receipt of an invoice from the ILS. Invoices will be mailed to the Host on 1 May of the mentioned years, or 90 days before the start of the event if this is before 1st August 2028.

6. GUARANTEE DEPOSIT - PERFORMANCE BOND

- 6.1. On securing the right to host the LWC 2028, the Host agrees to pay a 40,000 Euro Performance Bond to the ILS. The Performance Bond must be paid before 30 June 2024.
- 6.2. Following the conclusion of the LWC 2028 and after presentation of the final report by the Host and the resolution of any outstanding disputes, which affect the ILS, this amount, less any amount deduced in accordance with paragraph 13.2. below, shall be returned to the Host together with such interest as the ILS shall have received in respect thereof. Should there be any outstanding dispute between the ILS and the Host, this sum (and

any interest thereon) may be used as agreed between the parties or in accordance with a decision reached by arbitration.

7. ORGANISATION OF CHAMPIONSHIPS AND PROVISION OF SERVICES

- 7.1. The Host agrees to organise the LWC 2028, 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 LWC 2028 (see draft programme in Appendix 5).
- 7.2. The LWC 2028 will cover for both men and women:
 - A. National Teams World Championships
 - 1) The National World Championships: Open category.
 - 2) The National World Championships: Youth category.
 - 3) The National World Championships: Inflatable Rescue Boats (IRB).
 - B. Interclub Teams World Championships
 - 1) The Interclub World Championships: Open category.
 - 2) The Interclub World Championships: Youth category.
 - 3) The Interclub World Championships: Masters category.
 - 4) The Interclub World Championships: Inflatable Rescue Boats (IRB).
 - 5) The Interclub World Championships: Surfboats: Open Category.
 - 6) The Interclub World Championships: Surfboats: Masters Category.
 - 7) The Interclub World Championships: 2km Beach Run and 2x1km Beach Run Relay Open category
 - 8) The Interclub World Championships: 2km Beach Run and 2x1km Beach Run Relay Youth Category
 - 9) The Interclub World Championships in any other extra event mutually agreed upon by both Parties at least 360 days before the start of the World Championships.
 - C. The races that must be organised are given in Appendix 1. The Host must use the provided abbreviation as well as the official name of the event as detailed in Appendix 1. The Host will provide the minimum number of medals and trophies as detailed in Appendix 1.
 - D. Notwithstanding the content of point 7.2.C, the ILS may introduce (or remove) additional events or age groups to the list of events given in Appendix 1 as required by technical rule changes that are introduced up to 360 days prior to of the start of the LWC 2028.
- 7.3. The Briefings include:
 - A. Two briefings for chief referees.
 - B. Ten briefings for national and international technical officials.
 - C. Ten briefings for team managers.
- 7.4. The Meetings include:
 - A. The ILS Elective General Assembly.
 - B. The Board of Director's Meetings.
 - C. The ILS Commissions and Committee Meetings.
 - D. Any other meetings agreed by both parties.
- 7.5. The Social and Cultural events include:
 - A. The LWC 2028 overall opening ceremony, which includes the opening of the National World Championships (both Open and Youth).
 - B. Four discipline Opening Ceremonies: Interclub (Open and Youth), Masters, IRB and Surfboats.
 - C. Four discipline Closing Ceremonies: National (Open and Youth), Masters, IRB and Surfboats.
 - D. The LWC 2028 overall closing ceremony, which includes the closing of the Interclub 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. One in the first week and one in the second week of the LWC 2028.
 - H. The closing parties of each of the seven World Championships.

7.6. The Host will provide the Services as outlined in their bid document (see Appendix 3) and in the bid budget (see Appendix 4) and in accordance with the timeframes in this agreement and summarised in Appendix 2.

8. ENTRY FEES

8.1. Unless otherwise agreed, the Host 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 (*)	60	80	120	200
• Per team (at least 4 competitors)(5)	350	400	450	550
National Teams Championships Youth:				
• Per individual (*)	60	80	120	200
• Per team (at least 4 competitors)(5)	350	400	450	550
Interclub Teams Championships Open:				
• Per individual (*)	60	80	120	200
• Per team (at least 4 competitors)(5)	350	400	450	550
Interclub Teams Championships Youth:				
• Per individual (*)	60	80	120	200
• Per team (at least 4 competitors)(5)	350	400	450	550
Masters:				
• Per individual (*)	60	80	120	200
• Per team (per team of at least 4 competitors in the pool and 3 at the ocean)(5)	250	300	350	400
IRB World Championships – National Teams:				
• Per individual	60	80	120	200
• Per team of at least 3 competitors	250	300	350	400
IRB World Championships – Interclub Teams:				
• Per individual	60	80	120	200
• Per team of at least 3 competitors	250	300	350	400
Surfboat World Championships:				
• Per individual	0	0	0	0
• Per team of at least 5 competitors	250	300	350	400
2km Beach Run and 2x1km Beach Run Relay				
• Per individual	60	80	120	200
• Per team of 2 people	0	0	0	0
Extra Individual Events:				
• Per individual	60	80	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	50%	50%	50%	50%

An additional anti-doping fee can be levied of at the maximum 5 Euro per Competitor.

- (*) 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. Entries that are received from 30 days before the start of the World Championships are only permitted in exceptional circumstances at the discretion of the Organising Committee
- (4) Very late entries: from 7 days before the start of the Championships up to the period ending no later than 48 hours before the start of each separate part of the World Championships are only permitted in exceptional circumstances at the discretion of the Organising Committee
- (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, with the exception of IRB events where all competitors must wear approved PFD equipment, must wear a lycra hi-vis fluorescent vest. The Host is encouraged to use sponsorship to cover the costs of the lycra vests. Sponsorship prints on the vests must be submitted for approval to the ILS. If no sponsorship is secured, the Host 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.

9. LIAISON AND MANAGEMENT INFORMATION

- 9.1. The Host shall in 2025, 2026, 2027 and 2028, provide comprehensive written progress reports in English including budget report in respect of the Services. The ILS may arrange for these reports to be audited, at the ILS cost, and the Host 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 the ILS.
- 9.2. Each party 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 provided under this agreement.

10. WARRANTIES

- 10.1. The Host 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 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's own rules and regulations or any limitation on the powers of the directors or other officers of the Host.
- 10.2. The 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 informed of matters related to the LWC 2028 in an effort to assist the Host in fulfilling its duties.
 - (c) It shall take any action which (in its reasonable opinion) is necessary to ensure that the Host can provide its Services under this agreement.

11. APPOINTMENT OF REPRESENTATIVES

The appointment of Representatives in relation to the LWC 2028 shall be made on such terms and conditions as the ILS in its absolute discretion may from time to time determine after consultation with the Host.

12. SUB-CONTRACTS

- 12.1. The Host is not entitled to sub-contract any of its rights or obligations under this agreement without the prior, written authority of the ILS. The Host, 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, remain the only party responsible towards the ILS.
- 12.2. Where the Host enters into a sub-contract, the Host warrants taking full responsibility for all actions of the sub-contractor.
- 12.3. The Host organisation may enter into an Agreement with an Accommodation Third Party Provider. Any such agreement must be approved by ILS prior to the agreement being signed between the Host and the Third Party, and must not require participants to use such a service mandatorily to gain entry to the competitions.
- 12.4. The Host has all rights to contract sponsors and partners and to sell the media and other rights for the LWC 2028. The Host will keep the ILS informed about sponsors and partners involved in those activities and will respect the ethical rules of the ILS in this regard.

13. UNSATISFACTORY PERFORMANCE

- 13.1. Without prejudice to any remedy the ILS may have against the Host for breach or non-performance of this agreement, if the Host fails to provide Services to the reasonable satisfaction of the ILS, the ILS may by written notice request the Host to improve the provision of Services within 30 days of the date of the notice.
- 13.2. If the Host 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, the ILS may consider withholding part or all of the Performance Bond, to cover the costs of any services that the ILS is subsequently obliged to provide to ensure that the event is successfully delivered. The Host will first be given the opportunity to immediately remedy the failure in service delivery identified, before the 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 does not improve the provision of Services to the reasonable satisfaction of the ILS, the ILS may terminate this agreement at any time thereafter by giving not less than 14 days prior written notice to the Host. The Performance Bond and all rights fees paid to that date will then not be re-paid to the Host.

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, the ILS may give written notice to the Host requiring the Host to:
 - A. Promptly deliver to the ILS (or with the ILS prior consent, destroy or erase) all Confidential Information in whatever form, in the possession, power or control of the Host.
 - B. Confirm in writing promptly when it has complied with clause 14.2.A.
The Host must comply with that notice.
- 14.3 If the ILS gives notice under clause 14.2., the Host must, if subsequently requested to by the ILS, deliver to the ILS a statutory declaration made by an authorised officer of the Host declaring that the Host no longer has any Confidential Information in its possession, power or control.
- 14.4 If the ILS gives notice under clause 14.2 the Host 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 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 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's obligations under this agreement. Confirmation of the Insurance Policy and the level of Cover must be submitted to the ILS 180 days before the start of the LWC 2028.
- 15.2 The Host releases and indemnifies the 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 the ILS arising out of the breach or performance by the Host of its obligations under this agreement or the negligence of the Host, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Host is vicariously liable and also against any action, claim or demand by the Host's employees or agents or their personal representatives or dependants arising out of the performance of this agreement.
- 15.3 The Host must indemnify and hold harmless the ILS against all losses including fees, penalties or any other costs attributable to professional incompetence or negligence of the Host.

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 acknowledges that damages may be inadequate compensation for such a breach and that the 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 the 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 LWC 2028 or of the goodwill associated with that Event and the Parties acknowledge that except as expressly provided in this agreement neither party shall acquire any rights in respect of such Intellectual Property and that all such rights and goodwill are and shall remain vested in the relevant party.
- 17.2. The Parties warrant to each other:
 - A. Neither Party will 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 or the 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. The ILS grants to the Host a non-exclusive licence during the Term to use the Intellectual Property in the ILS and LWC 2028 logos to enable it to fulfil its obligations under this agreement in the manner set out in this agreement.
- 18.2. The Host 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 will cease to use and return any ILS Intellectual Property in its possession to the 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 enters into this agreement as an independent contractor to the 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 the ILS and the Host 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. Each party shall assist 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
- Appendix 4. The proposed budget
- Appendix 5. The draft programme

29. SIGNATURES

EXECUTED by the parties.

SIGNED at (date) which is also the Commencement date.

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

Signature
Graham Ford AM
ILS President

Signature
Dr. Harald Vervaecke PhD
ILS Secretary General

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

Signature

Signature

OFFICIAL CONTACT DETAILS

International Life Saving Federation Gemeenteplein 26 3010 Leuven Belgium Telephone: +32 16 89 60 60 E-mail: ils.hq@telenet.be	
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