

Subject:	PLENARY HOSTING AGREEMENT – PROPOSAL TO ADOPT	Annex no. -	65
Author(s):	G. Winter, Chair and R. 'Buzz' Bennett, Secretary, SCWG	Agenda ref. -	21.8
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Plenary Hosting Agreement 2011

Host Agreement: This constitutes a draft of the required agreement.

IPC PLENARY HOST AGREEMENT

THIS AGREEMENT is made the day of 200

BETWEEN : **FEDERATION AERONAUTIQUE INTERNATIONALE** of Avenue Mon Repos 24,
CH-1005 Lausanne, Switzerland ("FAI")

and : **THE FAI PARACHUTING COMMISSION** of the same address ("The IPC")

and : **NATIONAL AIRSPORT CONTROL of _____**
OR ITS DULY APPOINTED REPRESENTATIVE ("The Organiser")

WHEREAS :

- (A) The FAI is the sole internationally recognised governing body for air sports world-wide.
- (B) The IPC is responsible for the annual IPC Plenary Meeting.
- (C) The Organiser has applied to the IPC to organise the annual Plenary Meeting in [year], commencing on [date] and ending on [date] ("the Meeting") and the Commission has agreed to appoint the Organiser to organise and host the Meeting.

NOW IT IS HEREBY AGREED as follows:

1. APPOINTMENT

FAI hereby grants to the Organiser the sole and exclusive right ~~and sanction~~ to **organise** and host the Meeting.

2. CONSIDERATION

In consideration of FAI granting to the Organiser the right to ~~exploit the Rights~~ **organise and host the Meeting** the Organiser shall, give the undertakings, perform the obligations and comply with the terms and conditions set out in this Agreement.

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3. ORGANISATION

- 3.1 The Organiser shall observe all the provisions of and provide all the equipment listed in Annex 6 of the IPC Internal Regulations and shall abide by all the terms and commitments included in the accepted Bid document.
- 3.2 The IPC may, should it elect to do so, appoint an individual to advise the Organiser on behalf of the IPC, on all technical and administrative aspects of the Meeting, on behalf of the IPC at any stage in the organisation of the Meeting. The Organiser agrees to accept the reasonable recommendations of this person.

4. INDEMNITY

The Organiser agrees to indemnify FAI and the IPC and their members, servants and/or agents against all costs (including legal costs), claims, damages and expenses made against, incurred or paid by FAI, the IPC and/or their members, servants or agents in respect of any claims whatsoever as a result of or arising out of any breach or default by the Organiser with respect to its obligations under this Agreement.

5. DEPOSIT

The Organiser ~~warrants and undertakes as follows:~~ to agrees to pay Euro 500, at the time the Bid to host the Meeting is accepted, in a manner acceptable to the IPC, to FAI, by way of deposit ("the Deposit").

The Deposit may be retained by the FAI if the Organiser fails to follow any of the requirements included in the IPC Internal Regulations, especially Annex 6 and the terms of the Accepted Bid. The IPC Bureau will determine if the Organiser has failed in its commitments.

If the IPC Bureau determines that the Organiser has met its commitments, the Deposit will be refunded as soon as possible after the Meeting has ended.

INSURANCE

~~The Organiser shall secure such comprehensive insurance as is reasonably acceptable to FAI in respect of the Meeting and shall ensure that FAI is named as an additional Insured party on such insurance.~~

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6. TERMINATION

FAI may terminate this agreement forthwith upon notice in the event that the Organiser

- 6.1 commits a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time ;
- 6.2 commits a material breach of any obligation under this Agreement, and if such breach is capable of remedy fails to so remedy such breach within 28 days of receiving notice from FAI requiring remedy ;
- 6.3 enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed or becomes insolvent or unable to pay its debts when they fall due.

7. ENTIRE AGREEMENT

This Agreement, ~~including the attached Schedule~~, and the IPC Internal Regulations contains the entire agreement of the parties and supersedes all other agreements between them and no variation of any of the terms or conditions of this Agreement may be made unless such variation is agreed in writing and signed by all parties to this Agreement. In the event of a conflict arising between this document and the IPC Internal Regulations, the terms of this Agreement will take precedence.

8. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

9. DISPUTE RESOLUTION

If a dispute arises between the FAI and the Organiser (the parties) concerning their respective rights under this Agreement the parties shall each appoint a senior representative (each empowered to make binding decisions on behalf of his or her appointer) and such representatives shall meet with a view to resolving the dispute. The parties agree that the appointment of their representatives and the scheduling of meetings shall be undertaken by each of them promptly and in good faith. The parties agree to accept as final the solution agreed by these senior representatives. Nothing contained in this clause shall preclude either party from applying to a court for urgent and/or injunctive relief.

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SIGNED by:

For and on behalf of
**FEDERATION AERONAUTIQUE
INTERNATIONALE**
A duly authorised signatory

For and on behalf of
**FEDERATION AERONAUTIQUE
INTERNATIONALE**
A duly authorised signatory

SIGNED by:

For and on behalf of
[ORGANISER]
A duly authorised signatory

For and on behalf of
[ORGANISER]
A duly authorised signatory

SIGNED by:

For and on behalf of
FAI PARACHUTING COMMISSION
A duly authorised signatory

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