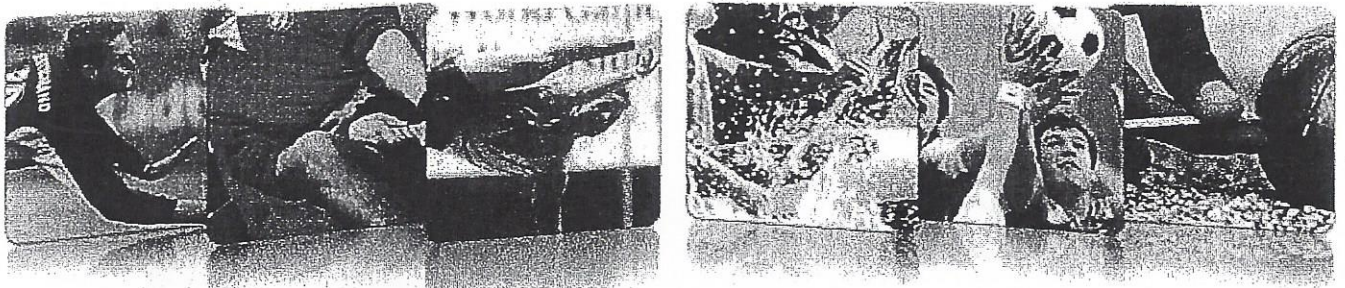
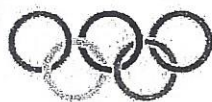


# The World Games 2017



Under the Patronage of the  
International Olympic Committee





Index

Organiser Agreement for TWG 2017

<b>AGREEMENT</b> .....	<b>6</b>
<b>1 DEFINITIONS</b> .....	<b>7</b>
1.1 Meanings .....	7
1.2 References .....	9
<b>2 RIGHTS AND OBLIGATIONS OF THE PARTIES</b> .....	<b>10</b>
2.1 Appointment.....	10
2.2 Consideration.....	10
2.3 Responsibilities .....	10
2.4 Rights .....	12
2.5 Sponsorship Rights .....	13
2.6 TV & Media Coverage, Broadcasting Rights and Technology .....	14
2.7 Promotion and Merchandising Rights.....	16
2.8 Use of IWGA Marks and Intellectual Property .....	16
<b>3 RISK MANAGEMENT, INSURANCE, INDEMNITY &amp; LIMITATION OF LIABILITY</b> .....	<b>18</b>
3.1 Risk Management for <i>The World Games</i> .....	18
3.2 Insurance programme .....	18
3.3 Indemnity & Limitation of Liability .....	19
<b>4 CANCELLATION OR POSTPONEMENT OF TWG 2017</b> .....	<b>20</b>
4.1 Cancellation or postponement.....	20
4.2 Exceptions.....	20
4.3 Financial Consequences.....	20
<b>5 DURATION &amp; TERMINATION</b> .....	<b>21</b>
<b>6 GENERAL PROVISIONS</b> .....	<b>22</b>
6.1 Entire Agreement .....	22
6.2 No Assignment.....	22
6.3 Notifications and Correspondence .....	22
6.4 Disclosure of Agreement Terms & Announcement .....	22
6.5 Severability .....	23
6.6 Governing Law .....	23
<b>7 DISPUTE RESOLUTION / ARBITRATION</b> .....	<b>24</b>



# Organiser Agreement for TWG 2017

<b>SCHEDULES</b> .....	<b>25</b>
<b>1 FINANCE</b> .....	<b>25</b>
1.1 Payments to IWGA.....	25
1.2 Organisational Costs.....	26
1.3 Revenues.....	28
1.4 Sharing of Profit.....	28
1.5 Financial Statements, Reporting.....	29
<b>2 ORGANISATION</b> .....	<b>30</b>
2.1 Management.....	30
2.2 Event Program.....	31
2.3 Information, Results and Final Report.....	33
2.4 Press and Media.....	33
2.5 Miscellaneous.....	34
<b>3 VENUES</b> .....	<b>35</b>
3.1 Venues 35	
<b>ANEXES</b> .....	<b>36</b>
<b>1 EVENT PROGRAM OF THE WORLD GAMES 2017</b> .....	<b>36</b>
1.1 Official Medal-Winning Events.....	36
1.2 Invitational Events.....	37
1.3 Other Official Events.....	38
1.4 Additional Activities.....	38
<b>2 MANAGEMENT STRUCTURE (TO BE FINALIZED WITH THE WOC)</b> .....	<b>39</b>
<b>3 MILESTONES TIMETABLE</b> .....	<b>40</b>
<b>4 REFERENCES</b> .....	<b>42</b>

2017-2018 (2017/18)

2017-2018 (2017/18)



**The World Games 2017**  
**Organiser Agreement**

Is made the 21 May 2012 in Quebec

between

**THE INTERNATIONAL WORLD GAMES ASSOCIATION (IWGA)**  
**REGISTERED OFFICE IN LUCERNE, SWITZERLAND**

represented by

**MR RON FROELICH,**  
IWGA President

and

**MR HANS-JOACHIM GOSSOW**  
IWGA Chief Executive Officer

&

**THE CITY OF WROCLAW**

represented by

**MR RAFAL DUTKIEWICZ**  
Mayor of Wroclaw

and

**MR MARCIN URBAN**  
Treasurer of Wroclaw



## AGREEMENT

Whereas The International World Games Association (IWGA), is a non-profit-making association of independent International Sports Federations which govern sports, or disciplines of sports that have not yet gained access to the programme of the Olympic Games, but whose elite athletes have potential for exposure to a wider international audience through participation in a large multi-sport event, and

Whereas IWGA provides a world-wide top-class multi-sports event for the sports disciplines of its member federations known as 'THE WORLD GAMES' held under the patronage of the International Olympic Committee (IOC), and is the governing body for *The World Games*, and controls, owns and sanctions all rights to *The World Games* including all broadcast, sponsorship and marketing rights thereto, and

Whereas the IWGA has invited Candidate Host Cities to bid for the organization of the tenth edition of *The World Games* in 2017 and

Whereas the City of Wroclaw has applied to be granted the right, as Host City, to organise and stage *The World Games 2017*, commencing on 03 August 2017 and ending on 13 August 2017, and the IWGA has agreed to appoint the Host City to organise and stage *The World Games 2017* in the city of Wroclaw, and

Whereas the IWGA's contracting partner will be the City of Wroclaw which has legal authority to sign a contract for the purpose of *The World Games 2017*, and

Whereas the Host City may form a company or other entity to which it will delegate the organization of *The World Games 2017*, such entity to be known as the local Organizing Committee (WOC), and

Whereas the WOC (the delegatee), may assume responsibility for all operational and financial aspects of the organization, the Host City (delegator) shall continue to be responsible for the fulfillment of all its obligations under this contract towards the IWGA (obligee), so that all references to the WOC in the present contract shall be construed as implying obligations for the Host City, and all references to obligations of the Host City shall apply also *pari passu* to the WOC,

Considering that the IWGA Executive Committee has decided to award the organization of the tenth World Games to Wroclaw subject to the ratification of this agreement by the IWGA General Assembly,

Now therefore the International World Games Association (IWGA), represented by its President and CEO and the City of Wroclaw represented by Mayor Rafal Dutkiewicz and Treasurer Marcin Urban

hereby agree as follows :



## 1 DEFINITIONS

### 1.1 Meanings

In this Agreement the words and expressions set out below shall, save where the context otherwise requires, have the following meanings:

- ACT OF GOD** means any circumstance not foreseeable at the date of this agreement and not within the reasonable control of the party in question, including but not limited to any strike, lock-out or other industrial action (not due to the acts of any party to this agreement); any destruction (temporary or permanent), breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials; any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity; any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance); and any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
- AGREEMENT** means that this Organiser Agreement, including Schedules and Annexes attached thereto, as well as all documents listed in Clause 2.3.2, contains the entire agreement of the parties;
- COMMERCIAL RIGHTS** means any and all rights of a commercial nature connected with *TWG 2017* including, without limitation, broadcasting rights, new media rights, interactive games rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights and catering and hospitality rights;
- COMPETITION RULES** means the rules governing *The World Games*, including the Rules of *The World Games* and relevant rules of participating IWGA Member federations, comprising scoring and judging systems as well as any local regulations issued by the appropriate authority;
- EVENT PROGRAM** means the whole schedule of events (including opening and closing ceremonies, sporting events and any other events organised by the WOC during *The World Games 2017*; the Event Program is part of this Agreement as Annex 1 attached hereto;



# Organiser Agreement for TWG 2017

- EXPERT** means a person with specific technical and organisational knowledge appointed by the IWGA or its Members to support the WOC to prepare and conduct *The World Games* in respect of specific issues;
- GROSS FINANCIAL REVENUES** means any and all revenues receivable from the exploitation of the Rights set out in Chapter 2 or otherwise generated by *The World Games* including VAT (for the avoidance of doubt this definition shall also include but not be limited to revenues arising from broadcasting, ticketing, sponsorship, advertising, merchandising, licensing, etc., and shall exclude Value in Kind);
- NET FINANCIAL REVENUES** means Gross Financial Revenues excluding any remuneration of agents or/and other intermediators related to acquisition of such revenues;
- HOST CITY** means IWGA's contractual partner for the organization of *TWG 2017*, the City of Wrocław;
- IWGA MEMBER** means the international federation that exercises sporting power and control over a sport on the programme of *The World Games*;
- COORDINATION COMMITTEE** (CoCom) means the group of persons chaired by the IWGA President and appointed by the IWGA and the WOC to coordinate all phases of preparation and conducting of the *TWG 2017*;
- WOC** means the company or other entity appointed by the Host City to organise *The World Games 2017*;
- MANAGEMENT STRUCTURE** means the structure established by the WOC in conjunction with IWGA and approved by IWGA in accordance with Schedule 2 and Annex 2 to prepare and conduct *TWG 2017*;
- ORGANISATIONAL COSTS** means all costs (including any taxes thereon) of organising *TWG 2017*, including but not limited to the items listed in Schedule 1;
- RIGHTS** means those rights granted to the Host City in connection with *The World Games* as set forth in Chapter 2 of this Agreement;
- RULES OF TWG** means the complete general and special regulations common to and valid for all sports in *The World Games*;
- TWG 2017** means *The World Games 2017*;



# Organiser Agreement for TWG 2017

## VENUES

means any stadium, ground, sports-hall, place, city location or body of water where any event included in the Event Program is to be held and includes all areas required and controlled by the WOC for the purpose of *The World Games* and related activities and all areas required by the WOC and/or commercial partners for the exploitation of the Commercial Rights, including all competition areas, car parks in and around any venue, air space above it, areas for official functions, press and media centres, ticket offices, information centres and other mobile or static objects outside such venues (to the extent that such objects are within the control of the WOC) which may be visible by the public and/or the television cameras covering *The World Games*;

## VALUE IN KIND


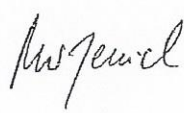


means goods and services provided by sponsors in lieu of cash payments;

## WADA

means the World Anti-Doping Agency.

## 1.2 References

References in this Agreement to Schedules and Annexes are to Schedules and Annexes to this Agreement.





## 2 RIGHTS AND OBLIGATIONS OF THE PARTIES

### 2.1 Appointment

IWGA hereby grants to the Host City the sole and exclusive right and sanction to stage, organise, finance, and promote *TWG 2017*, to exploit the Rights and to retain the revenues (as laid out in Schedule 1 Finances) generated from the exploitation of the Rights as defined below relating to *TWG 2017* upon the aims, terms and conditions set out in this Agreement.

### 2.2 Consideration

In consideration of IWGA granting to Host City the right to exploit the Rights, the Host City shall give the undertakings, perform the obligations and comply with the terms and conditions set out in this Agreement in connection with a proper organisation of *TWG 2017*, including payment of the amounts due to IWGA.

### 2.3 Responsibilities

#### 2.3.1 The WOC

The Host City is solely responsible and assumes full liability for the entire organisation of *TWG 2017* as laid down in this Agreement. It will normally appoint a WOC to handle all operational aspects of organizing *TWG 2017*. Once the WOC has assumed delegated powers, as agreed in writing by IWGA, the WOC shall:

- a. Formally adhere to this agreement as additional party and henceforth be jointly and severally liable with the Host City for the due performance of all the obligations set forth herein. To this effect, the WOC shall send a declaration of adherence to IWGA.
- b. Organise and conduct *The World Games* in a dignified, safe, professional and businesslike manner in accordance with the goals set in the IWGA Constitution, By Laws and Rules of *The World Games* and the guidelines contained in the document Bidding for *The World Games 2017* and with the regulations, related to the organization of mass and sports events, being in force in the Republic of Poland.
- c. Observe and enforce all provisions contained in this Agreement and in the following regulations (including amendments and complements which IWGA may enact from time to time subject to clause 6.1.2 below):

- ✓ The IWGA Constitution
- ✓ The IWGA By-Laws

Host City



# Organiser Agreement for TWG 2017

- ✓ The Rules of *The World Games*
- ✓ *The World Games Organizers' Manual* (to be developed with WOC)
- ✓ The document Bidding for *The World Games 2017*
- ✓ The IWGA Anti-Doping Rules and Procedures
- ✓ The IWGA Corporate Identity Rules

And, subject to clause 6.1.2. below, such other rules, regulations or guidelines as IWGA may from time to time produce. Copies of the above documents and of the bid to host *TWG 2017* are attached to this Agreement and shall be deemed an integral part of it.

- d. Accept the reasonable recommendations of the IWGA CEO for the coordination of the Sport Events as laid down in Annex 1.
- e. Adequately integrate and present the Fédération Internationale de Chiropratique du Sport (FICS), partner of the IWGA, in the context of its health care concept.
- f. The WOC will use the following services of the IWGA Partner:
  - ✓ Accreditation
  - ✓ Timing
  - ✓ Result and Info Services
  - ✓ TV Graphics

in accordance with the specifications for these services agreed between IWGA and WOC financed solely by WOC through IWGA.

- g. Use the Corporate Design developed by the IWGA Partner, and pay the fee due of 33,000 Euros directly through IWGA.
- h. Indemnify IWGA against any damages, claims, actions, costs and expenses (including legal fees) arising out of any breach by the Host City or WOC of any applicable law or any provision of this Agreement or of any document governed by this Agreement; For the avoidance of doubt, the responsibility for any action or service relating to the *TWG 2017* which is required but is not referred to in this Agreement shall fall to the WOC and the WOC shall bear the associated costs.

## 2.3.2 The IWGA

In its capacity as governing body for *The World Games*, the IWGA shall, in conjunction with its Members:

- a. Provide the technical expertise and Competition Rules required to run top-class international competitions at *The World Games*.
- b. Appoint all IWGA International Officials.



- c. Confirm the athletes invited to compete in *The World Games* by IWGA Members.
- d. Specify the number of medals and diplomas to be awarded.
- e. Ensure smooth coordination with, and cooperation by IWGA Members.

## 2.4 Rights

- 2.4.1 The Host City agrees and acknowledges that IWGA owns all rights to *The World Games*. Subject to the rights it specifically retains pursuant to the terms of this Agreement, and, for the duration of this Agreement only, IWGA hereby grants to the Host City the Rights in relation to the concerned edition of *The World Games*, which are listed in this Agreement.
- 2.4.2 The Host City shall inform, or require the WOC to inform the IWGA of any proposed agreement with sponsors, marketing partners, national broadcasters, advertisers or other commercial counterparts. In order to prevent conflict with IWGA's contracted partners or with its objectives and principles, any such agreement that includes the award of title rights or top-level sponsorship rights may only be signed after the IWGA has given its approval in writing, such approval not to be unreasonably withheld. If the WOC proposes, exceptionally, to award title rights to a sponsor, IWGA reserves the right to negotiate with the WOC a higher share of the net income. Any refusal to approve shall be valid if notified in writing by IWGA within 30 days from receipt of the proposal and supported by the specific reasons justifying the refusal.
- 2.4.3 Unless specifically approved by the IWGA, agreements entered into by the Host City or WOC shall not grant rights effective after 31 December 2017.
- 2.4.4 The Host City and WOC shall not conclude agreements with third parties whereby Rights are granted which conflict with or are detrimental to the exploitation of any rights retained by IWGA or to any agreement contracted by IWGA.
- 2.4.5 All Rights will automatically revert to IWGA upon termination of this Agreement, upon dissolution of the WOC, or at the latest on 31 December 2017. If any rights of whatever nature relating directly or indirectly to *TWG 2017* have been granted to third parties by the Host City or WOC as a consequence of any agreement entered into by the Host City or WOC for a longer period, then IWGA may require the assignment of the concerned agreements to IWGA.
- 2.4.6 Any Intellectual Property rights and trademarks in connection with *TWG 2017*, which are capable of registration shall be registered in the sole name of the Host City or WOC, which shall accept responsibility for defending these rights on behalf of IWGA. The Host City hereby assigns to IWGA any such registration, without any payment by IWGA, provided that such assignment shall be effective on



31 December 2017. The Host City shall in due time effect the necessary notifications and take the necessary steps to effectively transfer the registrations to the name of IWGA, pursuant to the terms of this Clause.

## 2.5 Sponsorship Rights

2.5.1 Subject to the Rights retained by IWGA (see below), the Host City or its WOC shall have the right to seek regional, national and international sponsors and/or partners willing to be associated with TWG 2017.

2.5.2 The Host City shall require the WOC to prepare a sponsorship concept and make it available to IWGA as soon as possible, but no later than 30 September 2013. The sponsorship concept shall set forth the sponsorship right packages and pricing to be offered to *The World Games* sponsors. The sponsorship structure and packages shall be qualitative and adapted to a major international event. The presence of sponsors' identifications shall not be excessive and shall in any event not detract from the sport event itself. The sponsorship concept proposed by the WOC is subject to IWGA's amendment and approval (not to be unreasonably withheld).

2.5.3 The IWGA reserves the right to require the Host City to accept the following companies, with which it has concluded agreements before commencement of this Agreement, as sponsors in defined categories:

.....  
.....  
.....

Such sponsors acquired by IWGA and accepted by the Host City shall be afforded the same benefits as other sponsors, according to their overall contribution, in accordance with the approved sponsorship concept. IWGA shall inform the Host City about the terms and conditions of any contract it proposes to sign with any additional partner before concluding such a contract. IWGA shall not conclude any additional sponsorship agreements affecting TWG 2017 after commencement of this Agreement without the prior approval of the Host City.

2.5.4 Financial revenues from all sponsors, licensees and other marketing partners shall be reserved to the Host City or WOC, except that IWGA shall receive [ ] of the net Net Financial Revenues of sponsors brought by the IWGA specified in Schedule 1 Finances, 1.3 a, and [ ] of the Gross Financial Revenues



specified in Schedule 1 Finances, 1.3 b to e.

- 2.5.5 The implementation of the rights and service to IWGA-contracted sponsors shall be part of the implementation and service for all World Games sponsors to be operated by the WOC at its cost. However, additional costs specific to IWGA-contracted sponsors, if not borne by the concerned sponsors, shall be borne by IWGA (costs not normally linked with the implementation of rights set forth in the WOC sponsorship concept applying to all sponsors such as costs of specific branding supports).
- 2.5.6 In concluding sponsorship or partnership contracts, the Host City and its WOC shall not impede any agreement with IWGA-contracted sponsors or partners involved in *The World Games*. The Parties shall fully cooperate to avoid any exclusivity conflicts between potential sponsors, including full mutual information on planned or on-going contacts.

## 2.6 TV & Media Coverage, Broadcasting Rights and Technology

- 2.6.1 As part of its obligations under this agreement, the Host City shall require the WOC to ensure an appropriate media coverage (audiovisual coverage through all technologies, including radio, TV, internet, new media etc.) of *TWG 2017* including in any event TV coverage and production of a TV Feed ready for international distribution meeting the requirements laid down in Schedule 2 Organisation, 2.4. The TV feed shall include images produced by the judging or evaluation systems of *The World Games*.
- 2.6.2 The Host City shall require the WOC, in cooperation with IWGA's Global Media & Marketing Partner, to prepare a media coverage concept meeting the specification laid down in Schedule 2, Section 4, and make it available for approval to IWGA as soon as possible, but no later than 30 September 2013. The media coverage concept shall ensure effective media coverage and list all technical solutions that will be used (including but not limited to cameras, real-time graphics display, internet video streaming or video feed to large on-site screens for spectators) to maximise audiovisual coverage in both quantitative and qualitative respects. It shall also describe how the WOC will administer the facilities and services required by rights holding broadcasters.
- 2.6.3 Any coverage requested by IWGA Members that lies outside the scope of the media coverage concept approved by IWGA is subject to direct negotiation between the WOC and IWGA Member concerned, and may be subjected to charges if approved by IWGA.
- 2.6.4 The IWGA may introduce to the WOC partner(s) of the IWGA offering solutions in production and marketing of TV coverage and/or virtual coverage of *TWG 2017*. In such case, the WOC shall consider such proposals and conduct good faith negotiations with the concerned partner(s) with a view to

Page 14 of 6



securing the above mentioned objectives.

2.6.5 The WOC shall be required to contract a Host Broadcaster by 30 September 2013 at the latest. After that date, if no such contract has been concluded, the IWGA shall have the right to make its own arrangements for handling TV production. WOC shall in that case be responsible to pay directly, or reimburse to IWGA, any costs linked with TV production as may result from the arrangements put in place by IWGA.

2.6.6 The WOC shall be entitled to the exclusive right to exploit the broadcasting rights in Poland and retain revenues attached thereto in accordance with Schedule 1 Finances, 1.3 c.

2.6.7 In the absence of a separate agreement, IWGA retains all other rights of negotiation and exploitation of the audiovisual coverage of TWG 2017, [REDACTED] al [REDACTED] n [REDACTED], [REDACTED] n [REDACTED], [REDACTED], [REDACTED], [REDACTED] s [REDACTED], [REDACTED], [REDACTED] [REDACTED]

2.6.8 IWGA shall have, free of charge, full access to the audiovisual coverage of TWG 2017 for the purpose of the exploitation set forth in Clause 2.6.5 above (including delivery of international TV Feed to satellite ready for international distribution [uplink]) and for its own archival and promotional purposes, without limitation in space or time. However that use by IWGA shall never be in conflict with exclusivity granted to sponsors of *The World Games* by the WOC. The Host City shall ensure that this right is reserved in any agreement in connection with the audiovisual coverage of TWG 2017. At the latest 90 days after the closing ceremony, the Host City shall provide IWGA with a master copy of any audiovisual coverage of TWG 2017. Digital copies of all recorded programs and a master copy of the programs shall be provided to IWGA for unrestricted use not later than three months after the closing of the TWG 2017.

2.6.9 IWGA retains in any event the right to produce additional audiovisual coverage of TWG 2017.

2.6.10 In order to prevent any conflicting situation with the provisions of this Agreement or with IWGA-contracted partners, the Host City shall inform IWGA of any proposed agreement with production companies/national broadcaster(s) in connection with the audiovisual coverage of *The World Games*, and all such agreements shall be subject to the approval of IWGA, such approval not to be unreasonably withheld.