

## **DEVELOPMENT AGREEMENT - OCEANIA TRIATHLON**

2021

This Agreement dated: 24 July 2021.

## **BETWEEN**

WORLD TRIATHLON (hereinafter referred to as "World Triathlon"),

A not-for-profit corporation incorporated under the laws of Switzerland, domiciled and residing at Maison du Sport International, Avenue de Rhodanie 54 in the city of Lausanne, Canton de Vaud, Switzerland

and

OCEANIA TRIATHLON (herein referred to as the "Oceania Triathlon") residing at: Oceania Triathlon Office: Suite 509, 55 Holt Street, Surry Hills, NSW, 2010, Australia



- Introduction: The purpose of this agreement is to:
  - 1.1. Support the strategic development goals of Oceania Triathlon:
    - a) Athlete and Coach Development
    - b) Technical and Event Development
    - c) Increasing the participation of Pacific Islands in the sport on all levels.
  - 1.2 Provide the personnel, resources, and budget allocations to support Oceania Triathlon achieving their strategic development goals.
  - 1.3 Provide a sustainable structure for accessing resources and programmes and for reporting on a quarterly basis for the development projects.
  - 1.4 Assist Oceania NFs to create and develop their own skills to attain competitive excellence at all technical levels.
- 2. **Projects and Budget Allocation**: The agreed projects with budget / resource allocation are:

Oceania Triathlon Development Budget 2021			
Goal Area	Budget Item	Amount	
Administration, Finance, Governance	OT Continent Development Coordinator Fee	\$ 18.000,00	
	Administration, Marketing and Communication Support	\$ 11.000,00	
	Sub-total	\$ 29.000,00	24%
Coach & Athlete Development	World Triathlon Level 1 Coaching Course (with OS grant), date and venue TBC	\$ 4.000,00	
	Oceania – World Triathlon Junior Development Continental Camp, date/venue TBC (New Plymouth - TBC)	\$ 12.600,00	
	Sub-total	\$ 16.600,00	14%
Technical Officials/Sport Development	World Triathlon Technical Officials and Event Organisers Community Seminar Solomon Islands (linked to a National Championships, venue/date TBC)	\$ 4.000,00	
	World Triathlon Activator Seminar (American Samoa), linked to a National Championships, venue/date TBC	\$ 5.000,00	
Subtotal			8%
Events	Site Visit and course design in preparation for 2022 Pacific Mini Games in Northern Mariana Islands	\$ 5.000,00	
	Oceania branded medals - Participation (450 x \$4 +GST) + \$200 Tooling	\$ 2.800,00	
	Oceania branded medals - High Performance (450 x \$6+GST) + \$495 Tooling)	\$ 3.600,00	
	Subtotal	\$ 11.400,00	10%
National Federation Projects	Samoa – Equipment, Coaching, Technical, Club development	\$ 6.000,00	
	<b>Fiji</b> – Recruit Sports Development Coordinator, TO and Coaching Accreditation, Athlete Camps/Equipment	\$ 6.000,00	



	<b>Tahiti</b> – Organisation development, development of Aquathlon series in the islands	\$ 6.000,00	
	<b>Tonga</b> – Equipment, water safety support, Logistical Needs, Athlete Development/HP training	\$ 6.000,00	
	<b>PNG</b> - club and federation development; succession planning support	\$ 5.000,00	
	American Samoa - floating dock/modular pontoon system	\$ 6.000,00	
	Guam - club development, equipment	\$ 5.000,00	
	<b>Solomon Islands</b> - coach mentorship and athlete development support for PG 2023	\$ 6.000,00	
	Northern Mariana - club and federation development	\$ 5.000,00	
	Subtotal	\$51.000,00	43%
Other	Contingency	\$ 3.000,00	
	TOTAL	\$120.000,00	

The above budget figure (120,000 US\$) was approved by the Oceania Triathlon Executive Committee and the World Triathlon Executive Board.

World Triathlon made the following recommendation to the above budget:

- The Administration costs of Oceania Triathlon is over the 20% of the total as recommended by World Triathlon to all Continental Confederations.
- The medal production for Continental events is normally cover by the LOCs, mostly when the events are happening in Developed NFs (groups 4 and 5).
- Direct National Federations financial support should be reflected in setting KPIs. Only those NFs who have fulfilled membership obligations (in good standing) with World Triathlon in 2021 are entitled to receive this support.
- 3. Obligations and Reporting Procedures: World Triathlon and Oceania Triathlon will ensure all projects are clearly planned and funds and resources are managed in a transparent way, including:
  - 3.1. Work with the World Triathlon National Federation Services & Development to clearly outline the procedures, content, outcomes, and reports for each project. All documents will be complete within three weeks of the beginning of the semester. The World Triathlon Development Department will provide forms for all project planning.
  - 3.2. All justification should be sent to the World Triathlon National Federation Services & Development, based in Lausanne, Av. Rhodanie 54. 1007 Lausanne, Vaud Switzerland.
  - 3.3. Allocating funds at the beginning of each semester for programmes and activities which will take place during that period. Oceania Triathlon and World Triathlon Administration will agree on which amounts will be paid directly to Oceania Triathlon for their disbursement, and which are to be paid by World Triathlon.
  - 3.4. File semester financial reports with expenses supported by receipts and reasons for the expenditure. World Triathlon Administration and Finance will provide the format for the reports.



- 3.5. World Triathlon will provide support funds to cover costs of the projects marked as World Triathlon Expense on the Project and Budget allocation to meet the development needs of the region.
- 3.6. Any reallocation of the funds to each of the projects should be approved by the World Triathlon Development Department
- Term: This Agreement shall take effect for the year 2021.
- **5. Notices:** All notices, consents, approvals, and statements hereunder shall be given to the respective addresses of the Parties, which is the headquarters of each organization.
- 6. Governing Law: The parties shall make every effort to resolve any dispute arising out of this Agreement in an amicable manner conforming to the spirit of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the Canton de Vaud (Switzerland). The OTU and World Triathlon shall use utmost good faith in attempting to resolve all disputes under this Agreement. Any dispute arising from or related to the present Agreement will be submitted exclusively to the jurisdiction of the Court of Arbitration for Sport in Lausanne, Switzerland and settled definitively in accordance with the Code of Sports-related Arbitration. The panel will consist of three arbitrators and the language of arbitration will be English. Each Party shall bear its own legal costs relating directly or indirectly to the preparation of, and performance of, its obligations under this Agreement.
- **7. Signing Authorities**: We the undersigned agree to the conditions and obligations of this agreement.

Marisol Casado, President World Triathlon Michelle Cooper, President Oceania Triathlon

