

DEVELOPMENT AGREEMENT FOR 2022

This Agreement dated: 20 January 2022

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

AMERICAS TRIATHLON (herein referred to as the "Americas Triathlon") residing at Avenida Conscripto s/n Piso 1, Lomas de Sotelo, Ciudad de México, C.P. 11200, Mexico



- 1. **Introduction:** The purpose of this agreement is to:
 - 1.1. Support Americas Triathlon's strategic development goals, which focus on:
 - a.) Governance, administration, and financial operations,
 - b.) Athlete and Coach Development.
 - c.) Technical and Event Development.

America's Triathlon's development budget for 2022 was drawn up considering the current economic situation that the vast majority of American countries are going through, the low or non-existent score of athletes in the World Triathlon Ranking and the aim of optimizing the resources allocated by World Triathlon.

- 1.2. Provide the personnel, resources, and budget allocations to support Americas Triathlon achieving their strategic development goals;
- 1.3. Provide a sustainable structure for accessing resources and programmes and for reporting on a semester basis for the development projects.
- 1.4. Improve liaison with World Triathlon in order to work closely together to achieve the best results for programmes already in place and implement others according to the particular needs of Americas Triathlon and affiliated NFs.
- 1.5. The following specific goals have been set for 2022:
 - To host 10 World Triathlon Development Regional Cup events in 10 nations with the participation of neighbouring NFs and link up with athletes, coaches, Technical Officials, and events educational initiatives.
 - To provide continuous coach education and certification opportunities
 - To provide continuous Technical Officials education and certification opportunities
 - To identify talents from all over America and with the constitution of the Americas Team and allow them to access Continental Cups without financial restrictions.
- 2. **Projects:** The agreed projects with budget/resource allocation are:

2022 AMERICAS TRIATHLON DEVELOPMENT BUDGET			
Goal Area	Budget Item	Amount in USD	
Administration, Finance, Governance	Administration and Communication coordinator Fee	\$ 12.000,00	
	Events & TO Coordinator Fee	\$ 6.000,00	
	Accounting (all accounting, fiscal, banking and treasury management fees)	\$ 6.000,00	
	Community Manager	\$ 3.000,00	
	Americas Triathlon Congress	\$ 4.000,00	
	Americas Triathlon Office expenses	\$ 4.000,00	
Subtotal		\$ 35.000,00	18%
Technical	World Triathlon Technical Officials Level 2 Seminar (Spanish)	\$ 5.000,00	
	World Triathlon Technical Officials Level 2 Seminar (English)	\$ 5.000,00	
	\$ 10.000,00	5%	



Coaches	World Triathlon Coaches Level 1 Online Course (English, Spanish)	\$ 10.000,00	
	World Triathlon Coaches Level 2 Online Course (English, Spanish)	\$ 10.000,00	
	Subtotal	\$ 20.000,00	10%
	South America - 4 events (Paraguay, Ecuador, Columbia, Uruguay)	\$ 44.000,00	
Development Regional Cup Events	Central America - 3 events (Guatemala, Costa- Rica, El Salvador)	\$ 33.000,00	
	Caribbean - 3 events (Puerto Rico, Barbados, Miami)	\$ 33.000,00	
	Subtotal	\$110.000,00	55%
Athletes Development	Team America	\$ 25.000,00	
	Subtotal	\$ 25.000,00	13%
	TOTAL	\$200.000,00	100%

The above budget figure (200,000 US\$) was approved by the Americas Triathlon Executive Board and the World Triathlon Executive Board.

Any change to the agreement will require the approval of both parties. Any changes to the above-listed projects can be presented to World Triathlon Development & National Federation Services Department until September 30, 2022, which will require the final approval of the World Triathlon Executive Board.

World Triathlon made the following recommendations to the above projects:

- The World Triathlon Development Regional Cup events should be discussed in detail, and their implementation should follow the World Triathlon Guidelines.
- Qualification and selection criteria for the Team America project should be discussed once ready.
- **3. Obligations and Reporting Procedures**: World Triathlon and Americas Triathlon will ensure all projects are planned, and funds and resources are managed transparently, including:
 - 3.1. Work with the World Triathlon National Federation Services & Development to clearly outline each project's procedures, content, outcomes, and reports. World Triathlon Development & National Federation Services Department will provide forms for all project planning, funding and reporting.
 - 3.2. All justification should be sent to the World Triathlon National Federation Services & Development, based in Lausanne, Av. Rhodanie n.54. 1007 Lausanne, Vaud Switzerland.
 - 3.3. Allocating funds for programmes and activities which will take place at the beginning of the year. World Triathlon will pay one-quarter of the total amount during that period. Further payments will be made once Americas Triathlon justifies the amounts received. Americas Triathlon and World Triathlon Administration will agree on which amounts will be paid directly to Americas Triathlon for their disbursement and which will be paid by World Triathlon.
 - 3.4. File semester (6 months period starting 1st of January) project 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 the costs of the projects marked as World Triathlon Expense on the Project and Budget allocation to meet the region's development needs.
- 3.6. A maximum of 20% of the total allocation of funds could be dedicated to Administration costs.
- 3.7. The funds allocated can only be used during the 2022 year.
- 3.8. Americas Triathlon should fulfil the obligations stated in articles 15.2 and 45 of the World Triathlon Constitution
- 3.9. Only National Federations who have fulfilled annual membership obligations (Art 8., World Triathlon Constitution), therefore, are in good standing, can apply for or/and attend any development projects.
- **4. Term:** This Agreement shall take effect for the year 2022.
- **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 organisation.
- 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). Americas Triathlon 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 the 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.

Signing Authorities: We, the undersigned, agree to the conditions and obligations of this agreement.

Firmado digitalmente por Marisol Casado Fecha: 2022.02.03

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Marisol Casado, President

World Triathlon

Liber García, President Americas Triathlon

