

DEVELOPMENT AGREEMENT FOR 2023

This Agreement dated: 17 March 2023

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 "Americas Triathlon")
residing at Avenida Conscripto s/n Piso 1, Lomas de Sotelo, Ciudad de México, C.P. 11200, México.



1. Introduction: The purpose of this agreement is to:

Support Americas Triathlon's strategic development goals, which focus on

- 1.1. Governance, administration, and financial operations,
- 1.2. Sustain World Triathlon and Americas Triathlon membership for the sport of triathlon and Para triathlon all over Americas,
- 1.3. Use Development Regional Cups concept across America to foster the development of athletes, coaches, technical officials, and events.

2. Projects: The agreed projects with budget/resource allocation are:

2023 AMERICAS TRIATHLON DEVELOPMENT BUDGET		
Goal Area	Budget Item	Amount in USD
Administration, Finance, Governance	Administration and Communication Coordinator Fee	\$ 12,000.00
	Coaches 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	\$ 47,000.00
Technical	World Triathlon Technical Officials Level 2 Seminar (Spanish)	\$ 5,000.00
	World Triathlon Technical Officials Level 2 Seminar (English)	\$ 5,000.00

		Subtotal	\$ 10.000,00	5%
Coaches	World Triathlon Coaches Level 1 Online Course (English, Spanish)		\$ 5.000,00	
	World Triathlon Coaches Level 2 Online Course (English, Spanish)		\$ 5.000,00	
	World Triathlon Coaches Specific/Practical Course (Spanish)		\$ 5.000,00	
		Subtotal	\$ 15.000,00	8%
Development Regional Cup Events	South America - 3 events (Bolivia, Peru, Paraguay)		\$ 36.000,00	
	Central America - 3 events (Guatemala, Costa-Rica, Panama)		\$ 36.000,00	
	Caribbean - 3 events (Barbados, Dominicana, Cuba)		\$ 36.000,00	
		Subtotal	\$ 108.000,00	54%
Para triathlon	Para Triathlon activities		\$ 20.000,00	
		Subtotal	\$ 20.000,00	10%
		TOTAL	\$ 200.000,00	100%

The above budget figure (**total 200 000 USD**) was approved by the Triathlon Americas Executive Board and the World Triathlon Executive Board.

The World Triathlon made the following recommendations to the above projects:

- The Administration costs in Americas Triathlon is over 20% of the total as recommended by World Triathlon to all Continental Confederations.
- World Triathlon would request further details on the Para triathlon activities once available.
- Americas Triathlon to finalise the dates for all projects to be able to launch the Americas Triathlon Development Calendar and start working on details by the end of March.

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, 2023, which will require the final approval of the World Triathlon Executive Board.

The World Triathlon will made an additional funding of 10 000 USD from ASICS for supporting athletes' development pathways from junior/U23 to elite (through regional cups, continental events, or continental camps) on their way to becoming a member of the Team World Triathlon. Americas Triathlon is to submit to TRI an athlete development plan for this purpose until 31 March 2023.

3. Obligations and Reporting Procedures: World Triathlon and Triathlon Americas 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. The World Triathlon will provide forms for all project planning, funding, and reporting.
- 3.2. All justifications 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 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 2023 fiscal year.
- 3.8. Americas Triathlon should fulfill 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. Branding:

- 4.1. All Events shall follow the Continental and [World Triathlon Branding Guidelines](#) unless approved otherwise by World Triathlon. All activities other than events aforementioned (funded by World Triathlon) shall follow the above-mentioned Branding Guidelines.
Wherever the Continental Federation logo is present or seen linked to any development project covered in this agreement, the World Triathlon logo must be accompanied with it considering the mentioned branding guidelines.
- 4.2. All Continental Development Programs will bear the rights of ASICS as an exclusive World Triathlon partner. World Triathlon will provide technical equipment and an additional yearly fee of 10,000 USD. Before 31 March, each CC shall provide World Triathlon in writing with one single place for acceptance for all technical equipment to be sent.

5. **Term:** This Agreement shall take effect for the year 2023.


6. **Notices:** All notices, consents, approvals, and statements hereunder shall be given to the respective addresses of the Parties, which are the headquarters of each organisation.

7. **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 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.

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

	
Marisol Casado, President World Triathlon	Liber Garcia, President Americas Triathlon