



INTERNATIONAL TRIATHLON UNION

DEVELOPMENT AGREEMENT – AMERICAN TRIATHLON CONFEDERATION (PATCO)

**DEVELOPMENT AGREEMENT FOR 2020
AMERICAN TRIATHLON CONFEDERATION (PATCO)**

This Agreement dated: 1st December 2019

BETWEEN

INTERNATIONAL TRIATHLON UNION INC. (hereinafter referred to as "ITU"),

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

AMERICAN TRIATHLON CONFEDERATION (herein referred to as the "PATCO")
residing at Mexico City, Mexico



A handwritten signature in blue ink, appearing to be "ASC".

A large, stylized handwritten signature in blue ink, possibly reading "P.J.".



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1. **Introduction:** The purpose of this agreement is to:
 - 1.1. Support PATCO's strategic development goals which focus on:
 - a.) Governance, administration and financial operations;
 - b.) Athlete and Coach Development;
 - c.) Technical and Event Development.
 - 1.2. Provide the personnel, resources, and budget allocations to support PATCO 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 the ITU 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 PATCO and affiliated NFs.
2. **Projects:** The agreed projects with budget / resource allocation are:

2020 PATCO DEVELOPMENT BUDGET		
Goal Area	Budget Item	Amount in USD
Administration, Finance, Governance	Continental Athletes and Coaches Development Coordinator Fee	\$15,000.00
	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
	Executive Board Travel	\$6,000.00
	PATCO Congress	\$6,000.00
	PATCO office expenses	\$2,000.00
	Subtotal	\$53,000.00
		27%
Technical	Level 1 Technical Officials Course (South America - Date, Venue TBC)	\$4,500.00
	Level 1 Technical Officials Course (Central America and Caribbean Spanish - Date, Venue TBC)	\$4,500.00
	Level 1 Technical Officials Course (Central America and Caribbean English - Date, Venue TBC)	\$4,500.00
	Level 2 Technical Officials Seminar (Date, Venue TBC)	\$4,500.00
	Direct economic support to the NFs.	\$10,000.00
	Subtotal	\$28,000.00
		14%
Coaches	ITU Level 1 Coaches Course (South America) Spanish, (Date, Venue TBC)	\$4,500.00
	ITU Level 1 Coaches Course (Centro America & Caribbean) Spanish, (Date, Venue TBC)	\$4,500.00
	ITU Level 1 Coaches Course (Centro America & Caribbean) English, (Date, Venue TBC)	\$4,500.00
	ITU Level 2 Coaches Course (South America) Spanish	\$4,500.00





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	ITU Level 2 Coaches Course (Centro America & Caribbean) Spanish, (Date, Venue TBC)	\$4,500.00	
	ITU Level 2 Coaches Course (Centro America & Caribbean) English, (Date, Venue TBC)	\$4,500.00	
	Direct economic support to the NFs.	\$10,000.00	
	Subtotal	\$37,000.00	19%
Athletes Development	PATCO-ITU Development Youth Continental Camp (South America) Peru – South-American Championship (Date, Venue TBC)	\$10,000.00	
	PATCO-ITU Development Youth Continental Camp (Central America and Caribbean) Spanish El Salvador, (Date, Venue TBC)	\$10,000.00	
	PATCO-ITU Development Youth Continental Camp (Central America and Caribbean) English Trinidad & Tobago (Date, Venue TBC)	\$10,000.00	
	PATCO-ITU Development Continental - Athletes classified to Tokyo (Panam Sports Support) – May (Date, Venue TBC)	\$10,000.00	
	PATCO-ITU Development Junior Continental Camp (Jan-Feb) PUR (Panam Sports Support) (Date, Venue TBC)	\$10,000.00	
	Team PATCO Scholarship (U23, Elite athletes)	\$10,000.00	
	Direct economic support to the NFs.	\$10,000.00	
	Subtotal	\$70,000.00	35%
Mentor-ship	ITU Mentorship Programme - supporting accommodation and flight purchase of mentors & Continental Mentor Lead for the course	\$12,000.00	
	Total Subsidy	\$200,000.00	

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

The ITU made the following recommendations to the above projects:

- The Administration costs in PATCO is over the 20% of the total as recommended by ITU to all Continental Confederations.
- ITU would recommend PATCO to finalize all the pending projects (marked TBC) until the end of January 2020 and submit their date and venue to ITU as appendix to this agreement.
- The allocated budgets for ITU Coaches Courses will need to have Olympic Solidarity Support in order to cover the costs.

3. Obligations and Reporting Procedures: ITU and PATCO will ensure all projects are clearly planned and funds and resources are managed in a transparent way, including:

- 3.1. Work with the ITU National Federation Services & Development to clearly outline the procedures, content, outcomes and reports for each project. The ITU Development Sport/Department will provide forms for all project planning, funding and reporting.






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- 3.2. All justification should be sent to the ITU 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. ITU will paid one quarter of the total amount during that period. Further payments will be done once PATCO justified the amounts received. PATCO and ITU Administration will agree on which amounts will be paid directly to PATCO for their disbursement, and which are to be paid by ITU.
 - 3.4. File semester (6 months period starting 1st of January) project reports with expenses supported by receipts and reasons for the expenditure. ITU Administration and Finance will provide the format for the reports.
 - 3.5. ITU will provide support funds to cover costs of the projects marked as ITU Expense on the Project and Budget allocation in order to meet the development needs of the region.
4. **Term:** This Agreement shall take effect for the year 2020.
 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 PATCO and ITU 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.

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



Marisol Casado, President
International Triathlon Union (ITU)



Liber Garcia, President
Americas Triathlon Confederation (PATCO)

