

DEVELOPMENT AGREEMENT FOR 2023

This Agreement dated: 11 August 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

OCEANIA TRIATHLON (herein referred to as “**Oceania Triathlon**”)

residing at the Oceania Triathlon Office address Suite 509, 55 Holt Street, Surry Hills, NSW, 2010, Australia

1. **Introduction:** The purpose of this agreement is to support the strategic development goals of Oceania Triathlon which are:
 - Stabilisation of the region's governance, events, and development activities,
 - Through individual support mechanisms, continual communication, and consultation with the Oceania Triathlon Executive Board,
 - The region will seek to become compliant with all World Triathlon requirements, undertake long-term planning, and establish a clear pathway for the growth of all facets of the sport in the region.
2. **Projects:** The agreed projects with budget/resource allocation are:

Oceania Triathlon Development Budget 2023		
Goal Area	Budget Item	Amount
Administration, Finance, Governance	OT Admin (September-December)	\$ 6.000,00
	OT Continental Development Coordinator Fee	\$ 4.000,00
Subtotal		\$ 10.000,00
		8%
Coach & Athlete Development	NF Development Grants	\$ 40.000,00
	Level 1 coaching course - facilitator fee	\$ 4.000,00
Subtotal		\$ 44.000,00
		37%
Technical Officials	Level 1 Technical Officials Seminar – location, date TBD	\$ 10.000,00
	Level 2 Technical Officials & Event Organisers Seminar – Brisbane (AUS), 16-18 October 2023	\$ 10.000,00
Subtotal		\$ 20.000,00
		17%
Events	Pacific Games - Solomon Islands	\$ 5.000,00
	Contestable funds - Continental events	\$ 4.000,00
Subtotal		\$ 9.000,00
		8%
Para Triathlon	TBD - activities under review	\$ 12.000,00
Subtotal		\$ 12.000,00
		10%
Other	Outstanding expenditures 2022	\$ 25.000,00
		21%
TOTAL		\$120.000,00

The above budget figure (**total 120 000 USD**) was approved by the Triathlon Oceania Executive Board and the World Triathlon Executive Board.

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

- All project details should be provided to World Triathlon by the end of September
- Oceania Triathlon to finalise the dates and venues for all projects to be able to launch the Oceania Triathlon Development Calendar and start working on details by the end of September.

- World Triathlon recommends using the additional ASICS Athlete Development Grant for a training camp prior to the Pacific Games with selected young athletes. Selection criteria, objectives, and KPIs are to be defined in a separate project plan.
- Oceania Triathlon should work closely with National Federations on selection criteria and follow-up including mentorship and guidance for development projects to reduce the drop-out rate after course completion.

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 make 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. Oceania Triathlon is to submit to TRI an athlete development plan for this purpose as per related communication.

3. **Obligations and Reporting Procedures:** World Triathlon and Oceania 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. 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 Oceania Triathlon justifies the amounts received. Oceania Triathlon and World Triathlon Administration will agree on which amounts will be paid directly to Oceania 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. Oceania 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 30 September, Oceania Triathlon shall provide World Triathlon in writing with one single place for acceptance for all technical equipment to be sent.

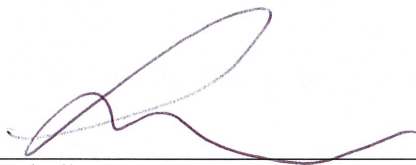
5. **Term:** This Agreement shall take effect for the year 2023.

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 Oceania 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



Michelle Cooper, President
Oceania Triathlon