



INTERNATIONAL TRIATHLON UNION

DEVELOPMENT AGREEMENT – OCEANIA TRIATHLON UNION (OTU)

DEVELOPMENT AGREEMENT FOR 2018

OCEANIA TRIATHLON UNION (OTU)

This Agreement dated: 27th April 2018

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

OCEANIA TRIATHLON UNION (herein referred to as the “**OTU**”)
residing at: OTU Sydney Office: Suite 1206, Level 12, 14 Martin Place, Sydney, Australia, 2110

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

1.1. Support the strategic development goals of OTU:

- 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 OTU 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 NF's 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:

2018 OCEANIA DEVELOPMENT PROJECTS & BUDGET		
Area	Project	Budget
Administration, Finance, Governance	OTU Administrator (Admin, Finance, Governance, Communication) (750 USD/month)	\$ 9,000.00
	Oceania Triathlon Union - "We are Pacific" - Conference (linked to the PITS in Samoa)	\$ 25,000.00
	OTU Office Expense Contingency	\$ 1,000.00
National Federation Projects	National Federation Development Projects	\$ 40,000.00
	NF Development Visit (2-3) (OTU President and/or expert)	\$ 7,500.00
Coach & Athlete Development	ITU Level 1 Coaching Course (Linked to the camp in Samoa or to the GF in Gold Coast)	\$ 8,000.00
	Oceania-ITU Development Continental Camp (linked to the PITS in Samoa)	\$ 28,000.00
	Coach and Athlete Mentorship Program linked to NF development visits	\$ 7,500.00
Technical Officials Development	ITU Technical Officials Level 1 Seminar (before PITS, Samoa or GF, Gold Coast, AUS)	\$ 8,000.00
	ITU Technical Officials Level 2 Seminar (TBC 2018, TBC New Zealand)	\$ 8,000.00
	Technical Officials Scholarship (travel support)	\$ 8,000.00
Events	Support to 2018 Tahiti OTU Triathlon Oceania Cup (17 June 2018)	\$ 5,000.00
	Support to the 2018 Samoa OTU Pacific Islands Triathlon Championships 26 - 27 October, 2018	\$ 5,000.00
TOTAL		\$160,000.00

The above budget figure (160,000 US\$) was approved by the OTU Executive Board and the ITU Executive Board.

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

3.2 Work with the ITU Development Department to clearly outline the procedures, content, outcomes and reports for each project. All documents will be complete within three weeks



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of the beginning of the semester. The ITU Development Department will provide forms for all project planning.

3.3 All justification should be sent to the ITU Development Department, based in Lausanne, Av. Rhodanie 54. 1007 Lausanne, Vaud Switzerland.

3.4 Allocating funds at the beginning of each semester for programmes and activities which will take place during that period. OTU and ITU Administration will agree on which amounts will be paid directly to OTU for their disbursement, and which are to be paid by ITU.

3.5 File semester financial reports with expenses supported by receipts and reasons for the expenditure. ITU Administration and Finance will provide the format for the reports.

3.6 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.

3.7 Any reallocation of the funds to each of the projects should be approved by the ITU Development Department

4 **Term:** This Agreement shall take effect for the year 2018.

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 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.

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



Marisol Casado, President
International Triathlon Union (ITU)



Peter Hedge, President
Oceania Triathlon Union (OTU)

