

Subject:	Sporting Code Changes		Annex:	27A
Author(s):	Buzz Bennett		Agenda ref.:	
Authors representing:	Chair, SCWG Committee		Doc. nr:	1
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IPC FIRST CATEGORY EVENT SANCTION PROCEDURES.

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A. Introduction

The FAI Parachuting Commission (IPC) decided , at the Plenary Meeting held in Fortaleza, Brazil in February 2003, that all applications for Sanction of an IPC First Category Event must follow the procedures and timing outlined in Part B of this document.

A First Category Event is defined in the FAI Sporting Code, General Section 3.5.1.

A First Category Event may be contested in any of the parachuting disciplines listed in the Sporting Code, Section 5, 1.1.1.4.

The IPC Sporting Code Working Group is available to give help and advice at any stage of the process.

B. Sanction Application Procedure.

- 1) The terms of this document are **COMPULSORY** for all potential Organisers applying for an IPC First Category Event Sanction.
- 2) The application from a NAC to organise a First Category Event must be received by the IPC or the FAI no later than 75 days before the IPC Plenary Meeting in the calendar year before the year scheduled for the Event, so that an application summary can be included in the agenda for that meeting. However no application will be accepted if it is submitted more than three years before the year of the Event. The application must be accompanied by a deposit of US\$1000, which must be deposited with the FAI to the credit of IPC and which will be retained by the IPC if the application is withdrawn at any time prior to the decision on Sanction grant or refusal, except where the withdrawal is beyond the control of the applicant. If Sanction is refused the deposit will be returned to the applicant. If Sanction is granted the deposit will be retained by the IPC and will be considered to be part of the Sanction Fee to be

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paid to the IPC. In special circumstances, as determined by the IPC, an application may be submitted, accepted and considered by the IPC outside the timeframe herein specified or without the US\$1000 deposit. Inability to provide the required information is not an acceptable special circumstance.

3) Required information:

The application **MUST** include the following information:

3.1 Event Organisers

Name, address, telephone and Fax numbers, email address and contact name for

- 3.1.1 NAC
- 3.1.2 National Parachute Federation (if different from (1))
- 3.1.3 IPC Delegate
- 3.1.4 Organising Committee (if different from 1 or 2 above)

3.2 Event Details

- 3.2.1 Full Name of the Event
- 3.2.2 Letters of approval from NAC, National Parachute Federation, Ministry of Tourism, Military Authorities etc. If approval is not forthcoming then a letter of no objection should be obtained.
- 3.2.3 Disciplines to be contested
- 3.2.4 Event Dates
- 3.2.5 Location of Event (City, Airport etc), together with a brief description of the site
- 3.2.6 Details of access to location by road, rail and air , including timetables etc and local pickup arrangements
- 3.2.7 Weather conditions- include statistics, based on the previous ten years, for period/location covering wind speeds and direction, temperatures, humidity, sunshine hours, cloud cover, rainfall, sunrise and sunset times etc etc
- 3.2.8 Airspace restrictions, if any- be very specific on details of NOTAMS, altitude etc and include a document or letter from the relevant authorities confirming that no airspace restrictions will apply during the training camp and competition.
- 3.2.9 Landowner restrictions, if any; guarantee of access confirmed by letter. If the competition site is on an active military base or other restricted area, confirmation is required in writing from the relevant authorities that unrestricted access will be given to the site for competitors, accompanying persons and spectators.
- 3.2.10 Insurance requirements- details of legal limits for third party cover in country concerned, insurance required by participants, event liability insurance, which should include cover for Officials, Judges etc for the duration of the Event
- 3.2.11 Proposed Budget, Sources of Income and amount of Entry Fee and what it includes

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- 3.2.12 Facilities – map and/or photograph and description of briefing area, registration area, judging area, video tape dubbing area, media area, photocopier capacity, computer availability, competitor indoor/shade area, drop zone tv, bulletin boards, score boards, rigging services, on site food services, drinking water outlets, toilets and showers, shaded packing area, creeper and other training areas, and any other relevant information
- 3.2.13 Aircraft- details of type, exit speed, jumps per hour possible per event, back up aircraft
- 3.2.14 Pre event training camp- dates, aircraft, costs etc
- 3.2.15 Accommodation – details, prices and location of hotels/motels/camping
- 3.2.16 Local transportation provided – shuttle to hotels etc
- 3.2.17 Outline of media plan, media contacts and publicity arrangements- commitment to cooperate with IPC Media Liaison Officer.
- 3.2.18 Details of all Judging Equipment to be provided.
- 3.2.19 Details of Public Address system to be used by Manifest and for general public.

In addition the following information may be provided, but is not essential for the granting of Sanction (however see section 7 below)

- 3.2.20 Details of Opening and Closing ceremonies (if available)
- 3.2.21 Planned social events (if available)
- 3.2.22 Ability to accommodate persons in addition to official delegation and entry fee for them. (if available)
- 3.2.23 Proposals for Event Officials (Meet Director, Assistant Chief Judge).

4 Organiser Agreement

The potential Organiser must sign a copy of the **Organiser Agreement** and include it with the application. The IPC and FAI will complete the signature process at the time Sanction is granted.

5 Application Submission

The completed application together with all required attachments must be submitted to the IPC President within the time frame outlined above, either directly or via the FAI.

6 Application Review

- 6.1 Members of the Sporting Code Working Group and especially Committee Chairs for the disciplines involved will review the application. They have no power to change the application in any way, but may liaise with the applicant to clarify facts and information and to rectify omissions. They will reach a consensus on a recommendation to the IPC Plenary Meeting, who may grant or refuse Sanction.
- 6.2 All application information must be kept confidential and the persons involved in the review process may not discuss the contents of the application with any person other than the applicant or themselves.
- 6.3 The applicant will not be able to make any presentation to the IPC Plenary other than in the form of written promotional material.

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7 Other Submissions

The applicant may submit this information and any proposals for Event Officials at a later time if that is more convenient. Sanction may be granted without the Event Officials proposals being made but IPC approval for Event Officials will be required no later than the IPC Plenary Meeting in the year of the Event.

C Organiser Agreement : This constitutes a draft of the required agreement.

ORGANISER AGREEMENT

THIS AGREEMENT is made the day of 200

BETWEEN : **FEDERATION AERONAUTIQUE INTERNATIONALE** of Avenue Mon Repos 24,
CH-1005 Lausanne, Switzerland ("FAI")

and : **THE FAI PARACHUTING COMMISSION** of the same address
("The Commission")

and : **NATIONAL AIRSPORT CONTROL of [] OR ITS DULY APPOINTED
REPRESENTATIVE** ("The Organiser")

WHEREAS :

- (A) The FAI is the sole internationally recognised governing body for air sports world-wide and controls and owns all rights relating to the [Name of **Parachuting** Event].
- (B) The FAI **Parachuting** Commission is the body within FAI responsible for the organisation of parachuting events held under the auspices of the FAI.
- (C) The Organiser has applied to the Commission to organise and stage the [Name of **Parachuting Event**] In [year], commencing on [date] and ending on [date] ("the Sporting Event") and the Commission has agreed to appoint the Organiser to organise and stage the Sporting Event.

NOW IT IS HEREBY AGREED as follows :

1. APPOINTMENT

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FAI hereby grants to the Organiser the sole and exclusive right and sanction to stage, organise, promote and to retain a share of the profits (as laid out In Schedule 1) generated from the exploitation of the Rights (as defined In Schedule 4) relating to the Sporting Event upon the terms and conditions set out in this Agreement and its Schedules.

2. CONSIDERATION

In consideration of FAI granting to the Organiser the right to exploit the Rights the Organiser shall pay to FAI for the use of the Commission the consideration set out in clause 3.2 of Schedule 1, give the undertakings, perform the obligations and comply with the terms and conditions set out In the attached Schedules.

3. STAGING

3.1 The Organiser shall observe and enforce all provisions contained in the FAI Statutes, By-Laws and Sporting Code (General Section and **Section 5, including Competition Rules**) and such other regulations as FAI or the Commission may from time to time produce or approve.

3.2 The Commission may, should it elect to do so, appoint an individual or body to advise the Organiser on behalf of the Commission, ("**the FAI Controller**") on all technical and administrative aspects of the Championship, on behalf of the Commission at any stage in the organisation of the Event. The Organiser agrees to accept the reasonable recommendations of the **FAI Controller**.

4. INDEMNITY

The Organiser agrees to indemnify FAI and the Commission and their members, servants and/or agents against all costs (including legal costs), claims, damages and expenses made against, incurred or paid by FAI, the Commission and/or their members, servants or agents in respect of any claims whatsoever as a result of or arising out of any breach or default by the Organiser with respect to its obligations under this Agreement.

5. INSURANCE

The Organiser shall secure such comprehensive insurance as is reasonably acceptable to FAI in respect of the Championship and shall ensure that FAI is named as an additional Insured party on such insurance.

6. TERMINATION

FAI may terminate this agreement forthwith upon notice in the event that the Organiser

6.1 commits a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time ;

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- 6.2 commits a material breach of any obligation under this Agreement, and if such breach is capable of remedy fails to so remedy such breach within 28 days of receiving notice from FAI requiring remedy ;
- 6.3 enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed or becomes insolvent or unable to pay its debts when they fall due.

7. ENTIRE AGREEMENT

This Agreement, including the attached Schedules, the FAI Statutes, By-Laws, Sporting Code (General Section and **Section 5, including Competition Rules**), contains the entire agreement of the parties and supersedes all other agreements between them and no variation of any of the terms or conditions of this Agreement may be made unless such variation is agreed in writing and signed by all parties to this Agreement. In the event of a conflict arising between this document and the FAI Statutes, By-Laws and Sporting Code (General Section and Section 5) the terms of this Agreement will take precedence.

8. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

9. DISPUTE RESOLUTION

If a dispute arises between the parties concerning their respective rights under this Agreement the parties shall each appoint a senior representative (each empowered to make binding decisions on behalf of his or her appointer) and such representatives shall meet with a view to resolving the dispute. The parties agree that the appointment of their representatives and the scheduling of meetings shall be undertaken by each of them promptly and in good faith. The parties agree to accept as final the solution agreed by these senior representatives. Nothing contained in this clause shall preclude either party from applying to a court for urgent and/or injunctive relief.

SIGNED by:

For and on behalf of
**FEDERATION AERONAUTIQUE
INTERNATIONALE**
A duly authorised signatory

.....

For and on behalf of
**FEDERATION AERONAUTIQUE
INTERNATIONALE**
A duly authorised signatory

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SIGNED by:

For and on behalf of
[ORGANISER]
A duly authorised signatory

For and on behalf of
[ORGANISER]
A duly authorised signatory

SIGNED by:

For and on behalf of
FAI PARACHUTING COMMISSION
A duly authorised signatory

For and on behalf of
FAI PARACHUTING COMMISSION
A duly authorised signatory

SCHEDULE 1

FINANCE

1. PRE-CHAMPIONSHIP DEPOSIT

The Organiser warrants and undertakes as follows :

- 1.1 **to agree that the aggregate entry fee of one participating nation (or more than one if considered necessary), the nation (or nations) to be determined by FAI, shall be paid by that nation (or nations), before the closing date for entries determined by the Organiser and in a manner acceptable to the Commission, to FAI, by way of deposit ("the Deposit"). This Deposit shall amount to a minimum of US\$20 000, except in the case of ParaSki and Canopy Piloting where the minimum shall amount to US\$10,000, and the aggregate fee of the selected nation (or nations) shall not exceed this amount by more than 10%; and**
- 1.2 **to pay no later than 30 days after the commencement date of the Championship the sum of US\$.... (insert 25, or whatever figure IPC may subsequently decide) per fee-paying participant in the Championship (together with all non-competing accompanying persons) by way of sanction fee ("the Sanction Fee").**
- 1.3 **All or part of the Deposit may be retained by the FAI in accordance with Appendix 1 to this Schedule.**
- 1.4 **All or part of the Deposit may be retained by FAI in the event of the Championship being declared invalid or in the event of any unremedied breach of agreement under clause 6 of this Agreement as a non-refundable advance against the income expected under clause 3 of this Schedule 1. The amount to be retained by FAI shall be determined in accordance with Appendix 1 to this Schedule.**

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2. ORGANISATIONAL COSTS

The Organiser warrants and undertakes to be responsible for and to bear all costs of organising the Championship, including but not limited to :

- i) provision and operation of appropriate venue and equipment (as described in Schedule 3) ;
- ii) media facilities ;
- iii) local travel costs for all participants between accommodation and contest site ;
- iv) security and emergency medical costs and such on-site insurance cover as the FAI shall reasonably require;
- v) protocol ;
- vi) opening, awards and closing ceremonies;
- vii) compliance with the organisational requirements of FAI Sporting Code, Section

5.

3. DISTRIBUTION OF FINANCIAL SURPLUS

3.1 Financial surplus shall mean any revenues generated from the exploitation of the Rights set out in Schedule 4 or otherwise generated by the Sporting Event, less any costs incurred by FAI for the purpose of exploiting the Rights or any commissions, royalties or other costs payable by FAI to third parties in connection with the rights.

3.2 The Organiser shall pay to the FAI within 30 days of such Rights fees becoming receivable by the Organiser :

- (i) **10%** of the financial surplus received by the Organiser in relation to the recording transmission or other broadcast or sound or visual images relating to the Championship ; and
- (ii) **10%** of the financial surplus received by the Organiser in relation to the exploitation of all other Rights including without limitation, merchandising, advertising, and intellectual property rights.]

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SCHEDULE 2

ORGANISATION

[The Organiser warrants and undertakes as follows :

- (i) to be solely responsible and to assume full liability for the entire organisation of the Sporting Event unless otherwise agreed in writing ;
- (ii) to be responsible for and make all the necessary arrangements subject always to the approval of the Commission ;
- (iii) to officially confirm if it is the intention to use the Sporting Event for any purpose than the interest of air sports ;
- (iv) **to ensure that the Sporting Event is of a world class standard and In particular to co-operate with the FAI Controller (if appointed) and recognise at all times his authority in all technical and organisational matters. [The Organiser may be required to bear the reasonable travel costs for at least [two] visits by the FAI Controller. In the event that the Commission elects to appoint a FAI Controller the Commission will use its reasonable endeavours to select a FAI Controller who is located within reasonable travelling distance of the Sporting Event]**
- (v) **to abide by the program of the Sporting Event annexed hereto, and not to change that program without the agreement of the Commission;**
- (vi) **to set the entry fees for participation in the Sporting Event at [*insert amount agreed by IPC*], and not to increase these fees without the agreement of the Commission.**
- (vii) **to provide suitable transportation for all participants between the site of the competition and appropriate entry points (e.g. major cities, airports etc.)**
- (viii) **to agree that the members of the panel of judges for the Sporting Event be approved and registered as Official Observers for the purposes of controlling and certifying competition records.**

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SCHEDULE 3

VENUE

[For the purposes of this section "Venue" shall mean that the venue used for the Sporting Event, and the immediately surrounding areas from which any material for broadcasting rights could be obtained or which could be used for advertising which would be visible to television cameras within the venue including the air space above the car parks, walkways, passageways, areas used for official functions, press centres, ticket offices, media areas; information centres, and/or other areas controlled by or on behalf of FAI ;

The Organiser warrants and undertakes as follows :

- (i) to submit a Venue plan to the Commission, if required, no later than [3] months prior to the start of the Sporting Event ;
- (ii) to ensure that the Venue shall include :
 - sufficient space and other suitable facilities for officials, staff and all others Involved in preparing, organising and staging the event ;
 - facilities for competitors that will be suitable for training, practising and competing during the Sporting Event ;
 - facilities that will be suitable for spectators, the media and also administrators. These facilities are to be provided for a period to be agreed with the Commission ;
 - the provision of all necessary equipment meeting FAI specifications and kept in operational order throughout the Sporting Event ;
- (iii) to give unrestricted access to all FAI officials and camera crews free of charge to the Venue.

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SCHEDULE 4

RIGHTS

1. The Organiser agrees and acknowledges that FAI owns all rights to the Sporting Event. FAI has agreed to license some of these rights to the Organiser in accordance with the following structure :

2. The Organiser shall have the following rights in relations to the Sporting Event ("the Rights") :
 - (I) use of the Sporting Event name for advertising as set out in the "FAI Rules for Advertising at FAI Sporting Events ; and for merchandising purposes, such use to be subject to FAI's prior written approval;

 - (ii) use of the FAI logo for advertising and merchandising solely in connection with the Sporting Event, such use to be subject to FAI's prior written approval;

 - (iii) creation of a proprietary logo for the Event (which must be approved in writing by FAI before use) ;

 - (iv) recording or real time transmission of sound and visual images of the Sporting Event to be used for archival and promotional purposes only [excluding/including images produced by the judging or evaluation system of the event]. If the Organiser wishes to exploit such images commercially, application for the right to do so shall be made to FAI and shall be the object of a separate agreement. The application shall make clear whether the Organiser wishes to benefit from FAI's world-wide TV distribution facilities. The Organiser shall ensure that FAI shall have free of charge, full access to all sound or visual images of the Sporting Event for its own archival and promotional purposes, and shall have the right to make its own recordings of the Event free of charge. Unless a separate rights transfer agreement is signed by FAI and the organiser, the right to commercial exploitation of sound and visual images of the sporting event shall be retained by FAI.

3. The Organiser shall not conclude agreements with third parties whereby rights are granted which conflict with or are detrimental to the exploitation of any rights retained by FAI. The Organiser shall inform FAI of any proposed agreement with advertisers or other commercial counterparts and all such agreements shall be subject to the approval of FAI, such approval not to be unreasonably withheld.

4. The Organiser warrants and undertakes to ensure that any emblem and/or motto created with respect to the Sporting Event and registered by the Organiser is submitted to FAI for approval and that this shall be available to FAI to use and licence on a royalty-free basis.]

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APPENDIX 1 TO SCHEDULE 1 OF THE IPC ORGANISER AGREEMENT

In the event of any circumstance set forth below, the FAI may retain all or part of the Deposit, as follows :

1. In the case of non-payment of the Sanction Fee, in whole or in part, the FAI shall be entitled to retain such amounts of the Deposit as are sufficient to meet the deficit.
2. If the International Jury decides to terminate the Sporting Event in accordance with the provisions of FAI Sporting Code General Section paragraph 4.3.2.4., thus invalidating the Event, 100% of the Deposit shall be retained.
3. If the President of the International Jury decides to interrupt the Sporting Event in accordance with the provisions of FAI Sporting Code General Section paragraph 4.3.2.4., in order to allow the Jury to consider the Organisers' failure to abide by the FAI regulations, and if the Event is restarted, but this interruption results in insufficient time being available for the Event, or part of the Event, to be validated, then 75% of the Deposit shall be retained.
4. If the President of the International Jury decides to interrupt the Sporting Event in accordance with the provisions of FAI Sporting Code General Section paragraph 4.3.2.4., in order to allow the Jury to consider the Organisers' failure to abide by the FAI regulations, and if the Event is restarted and eventually wholly validated, then 20% of the Deposit shall be retained for each day lost due to interruption, but the amount retained may not exceed 75% Of the Deposit.
5. If the report from the Jury (ref SC5 4.7.2.4) confirms that, although the provisions of FAI Sporting Code General Section paragraph 4.3.2.4 were not invoked, the Organiser was in breach of a Contractual Commitment, then 20% of the Deposit shall be retained for each separate such breach, but the amount retained may not exceed 75% of the Deposit.

The decision to retain a specific amount in application of the above provisions shall be made by the IPC Bureau. The Organiser may submit a written request, to be received by the FAI or the IPC President within thirty days of receipt of notification of the IPC Bureau decision, to have the IPC Plenary, at its next

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meeting, review the decision of the IPC Bureau. The IPC Plenary may decide to confirm or reduce, as circumstances dictate, the amount retained as a result of the decision of the IPC Bureau. In no circumstances may the amount retained, based on a decision by the IPC Plenary or the IPC Bureau, exceed the amounts outlined above.

END