

SAMARBEIDSAVTALE

mellom

**Norges Skiforbund, heretter NSF, og
Trondheim kommune, heretter Kommunen**

**vedrørende roller og ansvar
etter tildeling av Ski-VM Nordisk 2025 i Granåsen, Trondheim**

1. BAKGRUNN

Norges Skiforbund og Trondheim kommune har søkt FIS, Det Internasjonale Skiforbundet, om å arrangere Ski-VM Nordiske grener i 2025 i Trondheim. Avtalen som vil bli inngått med FIS etter tildeling av Ski-VM er heretter kalt Hosting Contract.

Formålet med denne avtale er å regulere fordeling og gjennomføring av de rettigheter og plikter som i fellesskap tilligger NSF og Kommunen i henhold til Hosting Contract.

2. FORDELING AV ANSVAR

Med ansvar i denne avtale menes de rettigheter og plikter som partene har i henhold til Hosting Contract. Den part som er pålagt ansvar, skal utføre de plikter som dette innebærer, dekke kostnader og bære risiko knyttet til denne plikten.

Ansvaret som NSF og Kommunen har i henhold til Hosting Contract skal fordeles med utgangspunkt i følgende prinsipp:

1. Kommunen skal ha ansvaret for å bygge og stille til disposisjon et anlegg (permanente anlegg og provisoriske løsninger) godkjent av FIS og som tilfredsstillende alle de krav som følger av FIS tekniske manualer, Hosting Contract med vedlegg, og eventuelle vilkår som senere vil bli stilt av FIS med hjemmel i Hosting Contract. TK og NSF skal sammen skal føre dialog med FIS om eventuelle nye krav, jfr. Hosting Contract punkt 2.3
2. NSF skal ha ansvaret for gjennomføring av selve arrangementet som tilfredsstillende alle kravene fra FIS.

Gjennomføringen av arrangementet omfatter også provisoriske løsninger nærmere beskrevet i vedlegg 1.

3. ORGANISERING

Ski-VM arrangeres på grunnlag av Hosting Contract undertegnet av NSF og Kommunen. Den nærmere arrangementsmessige gjennomføringen av Ski-VM gjøres av LOC på vegne av NSF, heretter kalt Selskapet (arrangørselskapet Ski-VM Trondheim 2025 AS). Selskapet eies av NSF med 60%, Sør-Trøndelag Skikrets med 30% og Kommunen med 10%.

Partene er enige om overskuddsfordeling fra arrangementet iht. vedlegg 2.

Det inngås aksjonæravtale vedrørende Selskapet som også skal omfatte øvrige aksjonærer.

Selskapets styre skal bestå av inntil 7 medlemmer. Generalforsamlingen velger styrets medlemmer inkludert styreleder.

Partene er videre enige om å sørge for at Selskapet skal ha en Hovedkomité (Advisory Board) med inntil 15 medlemmer med mindre partene blir enige om noe annet. Hovedkomitéen er et rådgivende organ for styret (Executive Board). Hovedkomitéen møtes en gang pr tertial/ kvartal, for å få seg forelagt saker til uttalelse, samt en generell orientering om driften.

Hovedkomitéen sammensettes slik:

- Skipresident og visepresident
- Kommunen utpeker inntil 3 medlemmer
- Trøndelag fylkeskommune kan utpeke ett medlem
- NSF kan utpeke inntil 4 medlemmer
- Sør-Trøndelag Skikrets kan utpeke 2 medlemmer
- Forsvaret kan utpeke ett medlem
- Politiet kan utpeke ett medlem
- Næringsforeningen i Trondheim kan utpeke ett medlem

Hovedkomitéen ledes av Skipresidenten.

Følgende saker skal forelegges Hovedkomitéen for uttalelse før styret fatter vedtak i saken:

- Årlig budsjett/ regnskap
- Rennprogram
- Arena- og anleggsplan
- Andre vesentlige beslutninger som styret eller FIS ønsker å drøfte med Hovedkomitéen

I forbindelse med planlegging, forberedelse og gjennomføring av Ski-VM skal NSF, Kommunen og Selskapet samarbeide med FIS ved de organer FIS har definert i Hosting Contract.

4. ANSVARSFORM MELLOM NSF, KOMMUNEN OG SELSKAPET, OG OVERFOR FIS

I henhold til Hosting Contract er NSF og Kommunen solidarisk ansvarlig ovenfor FIS for alle forpliktelser partene har eller vil påta seg. Dette innebærer at ingen av partene, uten den andre parts skriftlige samtykke, kan påta seg nye forpliktelser overfor FIS, eller representere den andre part i kontakt med representanter fra FIS.

Dersom FIS skulle gjøre et ansvar gjeldende overfor en av partene i Hosting Contract, kan den annen part kreve regress i henhold til alminnelige prinsipper etter norsk rett, jfr., pkt. 11.

Stiftelsen av Selskapet innebærer ingen endringer i det grunnleggende ansvarsforholdet mellom partene i henhold til Hosting Contract og denne samarbeidsavtalen.

5. PROVISORIER

Partene er enige om at det er formålstjenlig for fremtidige arrangementer i Granåsen og Trondheim at de faste anleggene i Granåsen bygges til et nivå tilpasset World Cup arrangementer i nordiske grener. For å tilfredsstillere kravene i Hosting Contract vil oppgradering til VM gjøres ved provisoriske løsninger.

Provisorierne knyttet til oppgradering av anleggene for å tilfredsstillere kravene i Hosting Contract er Kommunens ansvar.

Provisorierne knyttet til arrangementene, som seremoniplassen i sentrum av Trondheim, VIP-telt, publikums- og frivilligtelt, mobile storskjermer med videre, er NSF's ansvar.

Provisorierne er nærmere regulert i vedlegg 1.

6. KOMMUNENS PLIKTER

Kommunen har ansvar for å stille anlegget til disposisjon i samsvar med de krav som FIS stiller i Hosting Contract med vedlegg. Med anlegget i denne avtalen, menes de faste anleggene i Granåsen bygd til et nivå tilpasset World Cup arrangementer i nordiske grener, samt de provisoriske løsninger som kommunen har ansvar for. Eksempelvis de bygninger, radio- og TV-senter (IBC), hovedpressesenter (MPC), innretninger, løyper med videre som skal benyttes under Ski-VM. Anlegget kan bli endret som følge av endring i de tekniske krav fra FIS.

Kommunens ansvar omfatter blant annet:

- Bygging av idrettsanleggene med minimum den tilskuerkapasitet, permanent og midlertidig, som er angitt i VM-søknaden
- Tilgang på vann og produksjonsutstyr som kan produsere snø
- Konkurransarenaene klargjort med snø og løyper
- Skipreparerings- og smørefasiliteter for deltakernasjonene
- Tilrettelegging og brøyting av anlegget og parkeringsplasser
- Bygging av Media Centre. Mediesenteret skal bestå av radio- og TV senter (IBC) og hoved pressesenter (Main Press Centre) ihht. kravene i Hosting Contract. Fra IBC skal det være kabler og forbindelser til alle kameraposisjoner. Refusjon av kostnader, blant annet fra vertskringkaster, skal tilfalle den part som har båret kostnaden.
- Bygging av tilstrekkelig antall kommentatorbokser for de ulike øvelsene
- Resultattavler i arenaene
- Lysanlegg og kameraplattformer
- Elektriske anlegg og telekommunikasjon
- Fritt for all reklame i anlegget som strider mot FIS/ EBU's rettigheter

Kravene til anleggets utforming skal reguleres nærmere i en egen Brukeravtale mellom Kommunen og Selskapet.

Kommunen skal gi en regelmessig framdriftsrapport om byggingen av anleggene til NSF, og skal delta i Selskapets rapportering til FIS.

7. NSFs PLIKTER

NSF har ansvar for planlegging, forberedelse og gjennomføring av alle aktiviteter som skal utføres i forbindelse med avvikling av Ski-VM. NSF overfører operativ gjennomføring av planlegging, forberedelse og gjennomføring til Selskapet.

NSFs ansvar omfatter blant annet:

- Planlegging og gjennomføring av sportslig del
- Rennprogram
- Seremonier i arenaene og i Trondheim sentrum
- Innkvartering av deltakere, FIS representanter, akkreditert personell og publikum
- Underavdeling av mediasenteret i Trondheim sentrum
- Oppføring og drift av midlertidige studios
- Bistand og tjenester til media
- Transport
- Sikkerhet
- Akkreditering, adgang og parkering
- Sanitær- og catering tjenester
- Data- og tidtakingstjenester
- Diverse tjenester iht. Hosting Contract.

8. TILSKUDD FRA FIS

I henhold til Hosting Contract skal FIS utbetale CHF 13.300.000 til Selskapet.

Partene er enige om at alle inntekter som tilkommer arrangøren ytes til Selskapet.

9. BRUK OG DRIFTSANSVAR AV ANLEGGET UNDER SKI-VM

Kommunens skal stille anlegget vederlagsfritt til disposisjon for NSF/ Selskapet innen de frister som er angitt i Hosting Contract.

Det skal inngås en egen avtale mellom Kommunen og NSF/ Selskapet om bruk av anlegget under Ski-VM og prøve-VM.

Partene er enige om at anlegget fra Kommunens side stilles til disposisjon for Selskapet preparert med snø og med det utstyr som anlegget har for sin vanlige bruk. Dette omfatter blant annet snøleggingsutstyr, tråkkemaskiner, datamaskiner, radioutstyr eller annet utstyr som partene blir enige om i Bruksavtalen.

Driftsutgiftene som påløper for å stille anlegget til disposisjon med den standard som er beskrevet over, skal være Kommunens risiko.

10. SAMARBEID

Partene skal samarbeide om planlegging, forberedelse og gjennomføring av Ski-VM. Partene påtar seg en gjensidig lojalitetsplikt til å arbeide for en kontinuerlig forbedring av de økonomiske rammebetingelsene for partene fra FIS sin side. Dette gjelder særlig i forhold til nye vilkår som FIS måtte fastsette med grunnlag i Hosting Contract.

Likeså forplikter partene seg til å samarbeide om å sikre et kvalitativt godt mesterskap, samtidig som partene vil anstrenge seg for at anlegg, provisoriske løsninger og driftskostnader holdes på et nøkternt nivå slik at mesterskapet genererer et overskudd som skal benyttes til utvikling av skisporten nasjonalt og lokalt i henhold til denne avtalen.

Partene har rett til innsyn i alle avtaler mellom NSF og arrangørselskapet og mellom Kommunen og arrangørselskapet.

Partene skal for øvrig ha rett til innsyn i hverandres dokumenter som ansees nødvendige for å kunne kontrollere at denne avtale og Hosting Contract etterlevs. Unntak fra dette gjelder for lovpålagt taushetsplikt.

11. TVISTER

Tvister skal søkes løst i minnelighet gjennom forhandlinger. Fører ikke dette frem skal tvister løses ved søksmål for domstolene. Partene i denne avtalen vedtar Sør-Trøndelag tingrett som verneting for alle tvister som springer ut av avtalen.

Denne avtalen og alle forhold mellom partene som har tilknytning til denne avtalen er underlagt norsk rett. I forholdet mellom kommunen og NSF skal Hosting Contract fortolkes i samsvar med norsk rett.

Sted/Dato

For Norges Skiforbund

For Trondheim Kommune

Erik Røste, Skipresident

Rita Ottervik, Ordfører

2 vedlegg

VM PÅ SKI 2025 – VEDLEGG 1 TIL AVTALE MELLOM NSF OG TK OM PROVISORISKE LØSNINGER, JFR SAMARBEIDSAVTALENS PUNKT 6.

PARTENES ANSVAR OG PLIKTER:

Partenes ansvar reguleres i samarbeidsavtalens punkt 2 og 6, og partenes plikter reguleres i punktene 7 og 8. Hensikten med dette vedlegget til avtalen er å konkretisere grensesnitt mellom partenes ansvar og plikter når det gjelder provisoriske løsninger.

PROVISORISKE INSTALLASJONER UNDER VM (INKL. PRØVE-VM) i GRANÅSEN.

Hovedprinsipp:

Provisorier som er direkte knyttet til inntektsbringende eller kostnadsreduserende aktiviteter i forbindelse med gjennomføringen av VM 2025, besørges som hovedregel av NSF (LOC). Provisorier som er nødvendige for at det fysiske anlegget skal fungere som VM-arena besørges av TK.

PROVISORIUM	TK	NSF (LOC)
Mediesenter og parkering for TV-busser	X	
Kommentatorbokser langrenn og hopp	X	
Provisoriske tribuner langrenn og hopp (se note)	X	X
Lyd og lys i arena	X	
Storskjermer faste (2 stk)	X	
Storskjermer, transportable (2-3 stk)		X
Smøreboder (inkl. transport, strøm, ventilasjon etc) og områder for smøretrailere	X	
Hospitality-/ VIP-telt		X
Publikums- og salgstelt		X
Telt/ oppholdsrom/ fasiliteter for frivillige		X
Leveranser av elektrisitet og IT	X	
Stillaser og kameraplattformer for HB	X	
Toaletter og sanitærutstyr permanent bygget anlegg	X	
Toaletter og sanitærutstyr VM-arrangement		X
Gjerder og sperremateriell	X	
Materiell for sport/ løype; gjerder, v-boards etc. (Se note)	X	X
Snøkanoner (supplering)	X	

SEREMONIOMRÅDE VED TORVET I TRONDHEIM

Åpningsseremoni og medaljeseremonier under VM 2025 skal finne sted på Torvet i Trondheim.

PROVISORIUM	TK	NSF (LOC)
Scene og backstage		X
Lyd- og lysinstallasjoner		X
Gjerder og sperremateriell		X
Leveranser av elektrisitet og IT		X
Storskjermer		X
Stillaser og kameraplattformer for HB		X
Toaletter og sanitærutstyr		X
Salgstelt, publikumstelt etc.		X

Spesielt om tribuner:

TK er ansvarlig for finansiering av provisoriske tribuner for å dekke et omforent og forventet behov for publikum, gjester og FIS, jfr erfaringene fra de foregående ski-VM i Norge og prognoser for billettsalg for VM 2025. Partene skal legge vekt på å unngå fordyrende overkapasitet. Dersom det skulle oppstå behov for utvidelse av tribunekapasiteten etter at billettsalget har startet basert på tidligere omforent behov, skal TK og LOC/NSF dele disse kostnadene 50/50.

Spesielt om materiell for sport/ løype; gjerder, v-boards etc:

Trondheim kommune finansierer gjerder, v-boards etc. som er nødvendig for å gjennomføre konkurransene. NSF/LOC anskaffer, monterer, flytter og demonterer utstyret. Utstyr som benyttes til profilering av sponsorer eller samarbeidspartnere finansieres og monteres, flyttes og demonteres av NSF/LOC.

Driftskostnader:

Driftskostnader for de ulike provisoriene ligger hos eier av provisoriet - ref. tabell. Det samme gjelder prosjektering og administrasjon knyttet til etablering av provisoriene. Rydding, renhold og klargjøring for bruk av provisorier etter overlevering av anlegget og under VM besørges og finansieres av NSF/LOC.

Behov for andre provisorier:

Dersom det oppstår behov for andre provisorier enn de som er listet opp her, skal partene finne løsninger som ivaretar begge interesser på en balansert måte, hensyntatt de bestemmelser om provisorier som følger av samarbeidsavtalen og vedlegget her.

SAMARBEIDSAVTALE VM 2025, VEDLEGG 2

Modell for fordeling av overskudd i LOC

Alle tall i hele 1000

OVERSKUDD		NSF		Etablering av nytt WC arr.selskap		WC Fond Granåsen		Fond S-T Skikrets		
Fra	Til	Kr	%	Kr	%	Kr	%	Kr	%	
0	20 000	10 000	50,0 %	3 000	15,0 %	4 000	20,0 %	3 000	15,0 %	100,0 %
20 000	40 000	11 000	55,0 %	0	0,0 %	6 000	30,0 %	3 000	15,0 %	100,0 %
40 000	60 000	11 000	55,0 %	0	0,0 %	5 000	25,0 %	4 000	20,0 %	100,0 %
60 000	+		70,0 %		0,0 %		15,0 %		15,0 %	100,0 %
Andel ved:	60 000	32 000	53,3 %	3 000	5,0 %	15 000	25,0 %	10 000	16,7 %	100,0 %

Nærmere om postene:

NSF: rekrutteringsmidler til nasjonal skisport. VM hvert 15. år. Ski-Norge sitt VM

Etablering av nytt WC arr.selskap: aksjekapital i nytt WC selskap

WC fond Granåsen; Fomålet for fondet er å være et sikringsfond som skal sikre fremtidige WC arrangement og andre store arrangement i Granåsen.

Utdeling fra fondet skal vedtas av et styre der alle eiere i LOC er representert. Partene skal innen 1. mai 2021 bli enig om fondets statutter.

Fond S-T Skikrets; aktivitetsfond for skisport i Trøndelag

Norges Skiforbund, 0840 Oslo, org nr. 821 596 572, heretter «Skiforbundet», Trondheim kommune,..., heretter «Kommunen» og Sør-Trøndelag Skikrets,..., heretter «Skikretsen», har i dag stiftet Ski-VM 2025 AS, heretter Selskapet. Stiftelsesdokumentet følger som vedlegg til denne avtale. Det er på denne bakgrunn mellom disse tre parter, som sammen omtales som Aksjonærene, i dag inngått slik:

AKSJONÆRAVTALE

1. MÅLSETTING

Norges Skiforbund og Trondheim kommune har søkt FIS, Det Internasjonale Skiforbundet, om å arrangere Ski-VM Nordiske grener i 2025 i Trondheim. Som følge av søknaden har Skiforbundet og Kommunen inngått en samarbeidsavtale datert xx.xx.2020, heretter kalt «Samarbeidsavtalen», som følger som vedlegg til Aksjonæravtalen. Avtalen som vil bli inngått med FIS etter tildeling av Ski-VM er heretter kalt «Hosting Contract».

Selskapets formål er å være organisasjonskomite og arrangør for Ski-VM i Nordiske grener i Trondheim i 2025 (the Local Organizing Committee, LOC), i henhold til Hosting Contract.

Aksjonærene vil i fellesskap bidra til at Selskapet kan gjennomføre arrangementene på en best mulig måte for å befeste Granåsens posisjon som ledende arrangør nasjonalt og internasjonalt og på en slik måte at Trondheim styrker sin posisjon som en ledende vinterby.

Det er videre Aksjonærenes mål at arrangementene baseres på egenfinansiering. Aksjonærene skal tilføre Selskapet alle relevante Inntekter og Inntektsmuligheter knyttet til arrangementet.

2. SELSKAPETS KAPITAL

Aksjonærene er enige om at Selskapet stiftes med en aksjekapital på kr 100,000 der hver av Aksjonærene ved stiftelsen skyter inn henholdsvis 60 %, 30 % og 10 %, i samme forhold som de aksjer som Aksjonærene har tegnet i Selskapet.

Aksjonærene er enige om at det er viktig at Selskapet har en kapitalbase som gjør at det kan drive sin virksomhet uten at Aksjonærene må stille garantier eller annen sikkerhet for Selskapets forpliktelser. På denne bakgrunn er de enige om at hver av Aksjonærene skyter inn et ansvarlig, usikret og rentefritt lån på kr. xxx. Lånet kan kreves tilbake- betalt når Selskapets likviditet er tilfredsstillende. En forutsetning for at Aksjonærene skal yte lånene vil være at Selskapet blir tilført et beløp tilsvarende CHF 13 300 000 i henhold til betalingsplan fra FIS.

Aksjonærene har i utgangspunktet ikke et økonomisk motiv for sitt eierskap i Selskapet. Aksjonærene er enige om en modell for overskuddsfordeling som følger av vedlegg til Samarbeidsavtalen.

3. HOVEDPRINSIPPER I ORGANISERINGEN AV SELSKAPET

Aksjonærene er enige om at det er Selskapet som skal være organisasjonskomite og arrangør for FIS Ski-VM Nordiske grener i 2025 i Granåsen. Det er Selskapet som skal ha det hele og fulle organisatoriske og økonomiske ansvaret for planlegging og gjennomføring av arrangementet.

Aksjonærene skal synliggjøres som eiere og utgjøre vertskap for arrangementet i alle relevante sammenhenger, inkludert under arrangementet.

Selskapet skal ikke ha til formål å skaffe aksjeeierne økonomisk utbytte, jf. aksjeloven § 2-2(2).

Selskapet vil være en relativt liten prosjektorganisasjon. Både for å gjennomføre arrangementet og for å sikre kontinuitet vil det være nødvendig med tett samarbeid med Aksjonærene. Samtidig er det også i Aksjonærenes interesse å benytte arrangementet til i fellesskap å bygge opp og videreutvikle arrangørkompetansen som finnes i hhv Skiforbundet og i Skikretsen/Granåsen. Selskapet kan derfor etter nærmere avtale benytte administrative og frivillige ressurser fra Aksjonærene, jf. punkt 5 i denne avtalen, og Selskapets lokaler vil fortrinnsvis være på Granåsen.

4. ORGANISERING AV SELSKAPET OG DISPONERING AV EVT. OVERSKUDD

4.1 Styrets sammensetning og ansvar

Selskapet skal ledes av et styre bestående av inntil 7 medlemmer, som velges av generalforsamlingen. Skiforbundet skal være representert i styret i Selskapet med generalsekretær. Dette for å sikre koordinering mellom Skiforbundet og Selskapet. For å sikre et klart skille, kan ikke styremedlemmer i Skiforbundet velges til styret i selskapet.

Aksjonærene er enige om å ha som siktemål å sette sammen styret med den spisskompetansen som Aksjonærene mener er nødvendig.

Aksjonærene tar sikte på å komme til enighet om de kandidater som innstilles overfor generalforsamlingen. I mangel av full enighet skal Trondheim kommune og Skikretsen kunne innstille ett medlem hver, øvrige medlemmer velges av generalforsamlingen.

Styrets leder vil være ansvarlig for å avholde kvartalsvise uformelle orienteringer om Selskapets drift for Aksjonærene, representert ved Presidenten i Skiforbundet, Kommunedirektøren i Trondheim Kommune og Styreleder i Skikretsen, eller den hver av partene utpeker.

4.2 Hovedkomitéen

Selskapet skal ha en Hovedkomité (Advisory Board) med inntil 15 medlemmer med mindre partene blir enige om noe annet. Hovedkomitéen er et rådgivende organ for styret (Executive Board). Hovedkomitéen møtes en gang pr tertial/ kvartal, for å få seg forelagt saker til uttalelse, samt en generell orientering om driften.

Hovedkomitéen sammensettes slik:

- Skipresident og visepresident
- Kommunen utpeker inntil 3 medlemmer
- Trøndelag fylkeskommune kan utpeke ett medlem
- NSF kan utpeke inntil 4 medlemmer
- Sør-Trøndelag Skikrets kan utpeke 2 medlemmer

- Forsvaret kan utpeke ett medlem
- Politiet kan utpeke ett medlem
- Næringsforeningen i Trondheim kan utpeke ett medlem

Hovedkomitéen ledes av Skipresidenten.

Følgende saker skal forelegges Hovedkomitéen for uttalelse før styret fatter vedtak i saken:

- Årlig budsjett/ regnskap
- Rennprogram
- Arena- og anleggsplan
- Andre vesentlige beslutninger som styret eller FIS ønsker å drøfte med Hovedkomitéen

I forbindelse med planlegging, forberedelse og gjennomføring av Ski-VM skal NSF, Kommunen og Selskapet samarbeide med FIS ved de organer FIS har definert i Hosting Contract.

5. BIDRAG TIL SELSKAPET FRA AKSJONÆRENE SAMT ØKONOMISK KOMPENSASJON MELLOM SELSKAPET OG AKSJONÆRENE

I tillegg til de økonomiske tilskudd som partene i disse avtalene stiller til disposisjon for fremtidige arrangementer, påtar partene seg etter nærmere avtale innenfor sine egne fagområder/arbeidsområder et særskilt ansvar for å sikre at arrangementet blir vellykket i alle ledd. Norges Skiforbund og Sør-Trøndelag Skikrets påtar seg å bidra med administrative og frivillige ressurser fra sine organisasjoner til organisasjonskomite og andre oppgaver. Trondheim kommunes ressurser reguleres i egen brukeravtale mellom Selskapet og kommunen.

6. VEDTEKSENDRINGER

Endring av Selskapets vedtekter krever enighet mellom Aksjonærene.

7. MEDVIRKNING TIL OPPFYLLELSE AV AVTALEN

Aksjonærene forplikter seg til på generalforsamlingen i Selskapet å opptre og avgi stemme i samsvar med denne avtales bestemmelser. Selskapets styremedlemmer skal gjøres kjent med avtalens innhold.

Dersom styret har truffet beslutninger som strider mot bestemmelser i denne avtale, skal det om nødvendig innkalles til generalforsamling med sikte på å få endret eller opphevet det vedtak som er i strid med avtalen.

I tilfelle enkeltbestemmelser er eller blir rettsstridige, skal Aksjonærene ved de endringer av avtalen som dette gjør nødvendig så langt det er mulig sørge for at de prinsipper som er reflektert i avtalen, videreføres.

8. LOVVALG OG TVISTER

Denne avtale skal være underlagt norsk lov.

Enhver tvist mellom Aksjonærene skal søkes løst i minnelighet ved forhandlinger. Fører ikke dette frem skal tvister løses ved søksmål for domstolene. Partene i denne avtalen vedtar Sør-Trøndelag tingrett som verneeting for alle tvister som springer ut av avtalen.

Trondheim, xx.xx.2020

for Norges Skiforbund

for Trondheim kommune

for Sør-Trøndelag Skikrets

Selskapet tiltrer denne avtalen samt den vedlagte Samarbeidsavtale i den grad og så langt avtalene
Innebærer rettigheter/forpliktelser for Selskapet:

For Ski-VM Trondheim 2025 AS

STIFTELSESDOKUMENT

Stiftelsesdato: xx.xx.2021

Foretaksnavn:

Ski-VM Trondheim 2025 AS

Stiftere

Navn

Norges Skiforbund
v/Erik Røste

Org.nr.

821 596 572

Adresse:

Sognsveien 75 B1, 0840 Oslo

Trondheim kommune
v/Rita Ottervik

942 110 464

pb. 2300 Torgarden, 7004 Trondheim

Sør-Trøndelag Skikrets
v/Siri Darell

971 377 771

Kongsvegen 214, 7026 Trondheim

1. VEDTEKTER FOR SKI-VM 2025 AS

§ 1

Selskapets navn er Ski-VM Trondheim 2025 AS.

§ 2

Selskapets forretningskontor skal være i Trondheim kommune.

§ 3

Selskapets formål er å være organisasjonskomite og arrangør for Ski-VM i Nordiske grener i Trondheim i 2025 (the Local Organizing Committee, LOC), i henhold til Hosting Contract.

Selskapet har ikke økonomisk formål for sin virksomhet og har følgelig ikke som formål å skaffe aksjonærene økonomisk utbytte. Eventuelt overskudd skal anvendes til fremme av skisportens interesser nasjonalt, regionalt og lokalt. Ved eventuell oppløsning skal formuen til selskapet anvendes på samme måte.

§ 4

Selskapets aksjekapital er kr 100.000,- fordelt på 100 aksjer à kr 1000,- og lydende på navn.

§ 5

Selskapet skal ledes av et styre bestående av minst 4 og høyst 7 medlemmer, som velges av generalforsamlingen. Det skal tilstrebtes kjønnsbalanse i styret.

§ 6

Selskapets firma tegnes av styrets leder og ett av styremedlemmene i fellesskap. Styret kan utstede prokura.

§ 7

Ordinær generalforsamling skal avholdes innen 30. juni hvert år.

Ekstraordinær generalforsamling holdes når det besluttes av styret. Styret skal innkalle til ekstraordinær generalforsamling når dette skriftlig kreves av aksjeeiere som representerer minst 10 % av aksjekapitalen eller av revisor for å få behandlet et bestemt angitt emne.

Generalforsamlingen innkalles av styret med minimum 14 dagers skriftlig varsel.

På den ordinære generalforsamlingen skal følgende saker behandles:

1. Godkjenning av innkalling og forretningsorden
2. Godkjenning av årsregnskap og årsberetning
3. Anvendelse av overskudd eller dekning av underskudd i henhold til den fastsatte balanse
4. Valg av styreleder og styremedlemmer
5. Valg av revisor
6. Behandle andre saker som etter lov eller vedtekter hører inn under generalforsamlingen, som styret forelegger eller som en aksjeeier krever.

§ 8

For øvrig gjelder den til enhver tid gjeldende aksjelovgivning.

2. AKSJEFORDELING OG AKSJEINNSKUDD

Aksjene i selskapet skal tegnes av stifterne, som følger:

Norges Skiforbund, 0840 Oslo, org nr 821 596 572 tegner
60 aksjer pålydende kr 1.000,- pr aksje, sum kr 60.000,-

Trondheim kommune, org nr 942 110 464. tegner
10 aksjer pålydende kr 1.000,- pr aksje, sum kr 10.000,-

Sør-Trøndelag Skikrets, org nr 971 377 771 tegner
30 aksjer pålydende kr 1.000,- pr aksje, sum kr 30.000,-

Betalingsfrist for aksjekapitalen er 1. desember 2020.

Selskapets åpningsbalanse følger vedlagt

3. AVTALER SOM SELSKAPET SKAL BLI PART I

Stifterne skal yte ansvarlige lån til selskapet med samlet kr 2 000 000,- som følger, som selskapet dermed blir part i fra og med stiftelsen:

Norges Skiforbund kr 1 500 000,-

Trondheim kommune kr 200 000,-
Sør-Trøndelag Skikrets kr. 300 000,-

I tillegg skal det inngås aksjonæravtale mellom stifterne (herunder også en samarbeidsavtale mellom to av stifterne), som forutsettes å inneholde bestemmelser som blir bindende for selskapet.

Det vises til de vedlagte låneavtaler, styrets redegjørelse samt revisors bekreftelse av redegjørelsen utarbeidet i overensstemmelse med aksjeloven § 2-6.

4. VALG AV STYRE OG REVISOR

Selskapets styre skal fra selskapets stiftelse bestå av:

Styreleder: Bård Benum
Styremedlem: Ingvild Bretten Berg
Styremedlem: Gunhild Dugstad
Styremedlem: Tove Nedreberg
Styremedlem: Siri Darell
Styremedlem: Christine Spiten
Styremedlem: Håvard Belbo

Som revisor velges xxxx

5. DEKNING AV STIFTELSESGIFTER

Selskapet skal ikke dekke noen del av stiftelsesutgiftene. Disse skal dekkes av stifterne i tillegg til sine aksjeinnskudd.

Sted/Dato

NORGES SKIFORBUND

TRONDHEIM KOMMUNE

SØR-TRØNDELAG SKIKRETS

Vedlegg:

Åpningsbalanse

Låneavtaler

Styrets redegjørelse

ÅPNINGSBALANSE PR. 23. OKTOBER 2020

SKI-VM TRONDHEIM 2025 AS

EIENDELER

Omløpsmidler		
Fordringer		
Krav på innbetaling av selskapskapital	kr	<u>100 000</u>
Sum omløpsmidler	kr	<u>100 000</u>
Sum eiendeler	kr	<u><u>100 000</u></u>

EGENKAPITAL OG GJELD

Egenkapital		
Innskudd egenkapital		
Aksjekapital	kr	<u>100 000</u>
Sum egenkapital	kr	<u>100 000</u>
Sum egenkapital og gjeld	kr	<u><u>100 000</u></u>

Trondheim _____

Erik Røste

Rita Ottervik

Siri Darell

**INTERNATIONAL SKI FEDERATION
FÉDÉRATION INTERNATIONALE DE SKI
INTERNATIONALER SKI VERBAND**

**HOSTING CONTRACT
FOR THE FIS WORLD SKI CHAMPIONSHIPS
IN THE NORDIC EVENTS**

2025

TRONDHEIM (NOR)

PO WBB CA

**CONTRACT
FOR THE 2025
FIS NORDIC WORLD SKI CHAMPIONSHIPS**

executed in Oberhofen (SUI) and Trondheim (NOR) on 3 October 2020

between:

THE INTERNATIONAL SKI FEDERATION

hereinafter represented by **Mr. Gian Franco Kasper, President,**
and **Mats Aries, Vice-President**
(hereinafter the "FIS")

on the one hand

and

THE NATIONAL SKI ASSOCIATION of NORWAY

hereinafter represented by **Mr. Erik Røste, President,** and **Ingvild Bretten Berg,**
Secretary General, duly authorised for all purposes hereof
(hereinafter the "National Association")

and

TRONDHEIM MUNICIPALITY

hereinafter represented by **Ms. Rita Ottervik, Mayor,** and **Morten Wolden, Chief City**
Executive Officer, duly authorised for all purposes hereof
(hereinafter the "City")

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RECITALS

WHEREAS the FIS governs the sport of skiing and, inter alia, owns all rights relating to the FIS World Ski Championships (as hereinafter defined), including without limitation, the rights relating to their organisation, exploitation, marketing and distribution through all media;

WHEREAS the National Association of Norway and Trondheim have requested the FIS to consider their application to host the 2025 FIS Nordic World Ski Championships (hereinafter the "FIS Championships");

WHEREAS the FIS Council, at its 2020 online FIS Council Meeting on 3rd of October 2020, has carefully considered the application of the National Association and the City, and has received the advice and comments of the FIS Inspection Group and the Technical Committees concerned;

WHEREAS the FIS has taken note of and has specifically relied upon the covenant given by the authorities of the country in which the National Association and the City/Candidate are situated (hereinafter the "Host Country") to respect the prevailing FIS Statutes and Rules;

WHEREAS the FIS has taken note of and has specifically relied upon the undertaking of the National Association and the City to stage the FIS Championships in full compliance with the provisions of the prevailing FIS Rules and this Agreement itself;

WHEREAS it is the mutual desire of the FIS, the National Association and the City that the FIS Championships be organised in the best possible manner and take place under the best possible conditions for the benefit of the athletes of the world and the promotion of the sport;

WHEREAS it is the mutual desire of the FIS, the National Association and the City that the FIS Championships contribute to the further development of skiing throughout the world;

WHEREAS, in contributing to the history of the FIS Nordic World Ski Championships, the National Association and the City understand the importance of presenting the FIS Championships using technology and facilities which are state-of-the-art at the time the FIS Championships are organised;

WHEREAS the National Association and the City acknowledge and accept the importance of the FIS Championships as part of the FIS' long term interest and objective of promoting and strengthening the sport of skiing;

WHEREAS in reliance upon the matters referred to above, the FIS has voted to elect Trondheim as the organisers of the FIS Championships and has designated the National Association of Norway as the responsible FIS member National Ski Association for the FIS Championships;

WHEREAS the National Association and the City acknowledge that the Commercial Rights, the Media Rights and the Intellectual Property Rights (as defined below) relating to the FIS Championships are the exclusive property of the FIS which will negotiate the licensing of these rights with interested parties to ensure the maximum revenues whilst considering the widest promotion for the FIS Championships. This Agreement is subject to the licensing of the Rights and the company or companies to which FIS has licensed the Rights will be identified as the "Rights Holder".

WHEREAS the National Association and the City have agreed to organise and stage the FIS Championships on the terms and conditions set out herein, and subject to the licensing of Rights to the Rights Holder,

WHEREAS given the potential innovation, technical and technological developments that may occur during the period from signature of this Agreement until the staging of the FIS Championship the Parties agree that all obligations to be provided by the Local Organising Committee to the Rights Holder pursuant to this Agreement shall describe the current standards on the date of this Agreement and that the suitability of those standards shall be reviewed by the Parties on the basis of the commercial, technical and technological status quo in 2025, the experience gained during the preceding FIS Championships, as well as the features and requirements of the Venues in the Host City.

WHEREAS the Parties agree that the foregoing preambles shall form part of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS.

1 INTERPRETATIONS AND DEFINITIONS

In this Agreement (including the recitals and the Appendices) unless the context otherwise requires, the following words shall have the following meanings:

"Advertising Rules" shall mean those rules and regulations as explained in Appendix 1;

"Agreement" shall mean this agreement including its Appendices;

"Candidate" shall mean the National Association bidding with a candidate city for the right to be selected as the organiser for the FIS Championships;

"City or Host City" shall mean the place(s) (city, town, resort) where the FIS Championships are organised;

"Commercial Partner(s)" shall mean any entity which signs a contract with the Rights Holder for the exploitation of any of the Commercial Rights, the Media Rights, Hospitality Rights and/or Intellectual Property Rights and is designated as an official sponsor/partner, supplier to, and/or licensee of the FIS Championships;

"Commercial Rights" shall mean the commercial rights set out in Clause 8.6 of this Agreement;

"Competitions" shall mean the competitions (including any and all training sessions) as listed and detailed in Appendix 2;

"Event Logo" shall mean the logo described in Appendix 4.1 under which the FIS Championships are publicly denoted, announced, identified and/or promoted.

"FIS Championships" shall mean the FIS owned and controlled 2025 FIS Nordic World Ski Championships to be held at the Venue(s), including but not limited to all events (which shall include those Competitions set out in Appendix 2), all training sessions, qualification competitions, pre-race preparations including warm-up, all official ceremonies including, but not limited to, the opening and closing protocol ceremonies, prize awards, medal ceremonies, winner presentations and bib draw ceremonies or any other event that forms part of the official programme of such FIS Championships;

"FIS Coordination Group" shall mean the body established in accordance with Clause 3.5 of the Agreement, relating to the marketing, organisation, communication,

host broadcasting, management and staging of the FIS Championships. The FIS Coordination Group will include representatives of the LOC, the National Association the FIS and the Rights Holder;

"FIS Rules" shall mean all regulations issued by FIS including specifically but not limited to the FIS Statutes, The International Ski Competition Rules ("ICR"), Rules for the Organisation of FIS World Championships, FIS Medical Guide, FIS Anti-Doping Rules and Procedural Guidelines that are compiled in accordance with the World Anti-Doping Code, Specifications for Competition Equipment and Commercial Markings, as well as any precisions or complements thereto as issued by FIS from time to time;

"Force Majeure Event" shall mean any event which is unforeseen and beyond the reasonable control of either party including but not limited to the following; Act of God, inevitable accident, fire, flood, epidemic or pandemic, earthquake, avalanches, volcanic eruption, explosion, war or armed conflict, strikes, embargo, government action or decree, riot or civil disturbance, failure or delay of common carrier or impairment or lack of adequate transportation facilities, inability to obtain, or the condemnation, failure of technical equipment not under their direct control.

"Hospitality Rights" shall mean the right to organise VIP Hospitality and/or special arrangements for Commercial Partners and/or for any third parties at the Venue(s) at a special designated area during the FIS Championships and to grant exclusively any commercial hospitality packages. Included in the Hospitality Rights is the right to operate the public catering in the area bounded by security fences and the entrance for those people with valid tickets/accreditations, as well as the area including the medal plaza; the exact details of VIP Hospitality and the public catering area will be agreed at the latest eighteen (18) months before the beginning of each FIS Championships;

"Host Broadcaster" shall mean the Rights Holder and/or the organisation/company appointed by the Rights Holder, to be responsible for devising, producing and delivering the International Signal of the FIS Championships for international distribution to broadcasters and other Media Rights holders, together with the broadcast facilities and technical services, in accordance with the agreement between FIS and the Rights Holder and the technical Annex (attached as Appendix 3);

"Inspection Group" shall mean the group of FIS experts (sport, environment, travel/accommodation, marketing/media, general organisation) including representatives of the Rights Holder appointed to inspect each of the Candidates;

"Intellectual Property Rights" shall mean all underlying rights under copyright law in the International signal and in and to the Marks as set out in Clause 8.6.6 of the Agreement;

"International Broadcast Centre (IBC)" shall mean the facility to be provided by the LOC as described in article 2.1 of the Technical Annex (Appendix 3):

"International Signal" shall mean an international audio and colour video signal of the FIS Championships produced in the latest technical standard incorporating a live television picture, the necessary related back-ground stereo sound, slow motion, replays, timing data, on-screen identification and graphics. The International Signal shall be produced by the HB in accordance with the Technical Annex (Appendix 3);

"Local Organising Committee/LOC" shall mean the entity appointed by the National Association and the locality selected by FIS to host the FIS Championships and to undertake the arrangements of organising the FIS Championships;

"Marks" shall mean all names, logos, images, drawings, designs or combinations of both names and logos/images/designs/drawings that specifically relate to and identify the FIS Championships, including but not limited to, the official name of the FIS Championships and those designations as referred to in clause 8.2 and set out in Appendix 4.1, the Event Logo, the Mascot, the distinctive element of the Event Logo and the 'look and feel' of the FIS Championships.

"Mascot" shall mean any mascot and related marketing item which is used to publicly denote, announce, identify and/or promote the respective World Championships.

"Media Rights" shall mean any and all audio and audio-visual exploitation rights related to the FIS Championships for any and all now known and/or future invented distribution means and ways of utilisation, independent of the respective devices, as further defined in Clause 8.6.5 of the Agreement;

"National Association" shall mean the FIS member national association in the territory where the FIS Championships will be organised;

"Parties" shall mean the FIS, the National Association, the City and the Local Organising Committee/LOC when it has been created as foreseen under 2.5 below;

"Rights" shall mean the Media Rights, the Commercial Rights and the Intellectual Property Rights granted to the Rights Holder in accordance with Clause 8.6 of this Agreement;

"Rights Holder" shall mean Infront Sport and Media AG.

"Rules for the Organisation of FIS World Ski Championships" shall mean the applicable rules governing the requirements and details for the organisation of the FIS Championships which are binding upon the LOC. They are available at www.fis-ski.com/inside-fis/document-library/major-events/ and will be updated from time to time by the FIS;

"Team Area Requirements Cross-Country, Ski Jumping, Nordic Combined" available at http://www.fis-ski.com/mm/Document/documentlibrary/NordicCombined/10/79/70/FISNordicWSCrequirementsfortheCCTeamArea_English.pdf

"Technical Annex" shall mean the technical standards and organisational infrastructure that are required to be provided by the LOC and a broadcasting organisation to assume the role of Host Broadcaster and which define the responsibilities of the organiser of the FIS Championships as set out in Appendix 3;

"Territory" shall mean the entire world;

"Timing & Data Feed" shall mean any service relating to the provision of timing and necessary background information in regard to the Competitions, e.g. athlete information, weather conditions, such as, but not limited to, wind-speed and direction, start lists, intermediary time analyses, interim standing and results of each competition, information about records and other information as agreed, such as heart rate monitors and speed information;

"**Value-In-Kind**" shall mean any goods, services or other non-monetary consideration relating to the FIS Championships, which may be provided by any Commercial Partner(s) in exchange for any of the Rights;

"**Venue(s)**" shall mean any and all places and areas at the Host City controlled by FIS and/or by the LOC, including without limitation the Competitions starting area including installations and huts, the course, including the official warm-up and competition areas, the finishing area, any location used for hospitality, Commercial Partners activities, award ceremonies and award presentations, the media centre(s), the IBC, the TV Compound(s), the air space above the aforementioned areas and where accepted by the aviation authority, the official FIS/LOC Championships ski festival (village/fan mile), the areas where an entrance ticket or accreditation is required and any other area associated with the FIS Championships as may be agreed between the Rights Holder and FIS within the FIS Coordination Group. The Venue(s) shall be clean of any advertising except the advertising expressly allowed by the Rights Holder.

Headings are inserted for convenience only and shall have no effect on the construction of the Agreement.

2 BASIC PRINCIPLES

2.1 Organisation of the FIS Championships

The FIS hereby entrusts the organisation of the FIS Championships to the National Association and the City which undertake, jointly and severally, to fulfil their obligations in full compliance with the provisions of the FIS Statutes and of this Agreement, including without limitation, all matters referred to in the appendices to this Agreement. The National Association and the City acknowledge and agree that the FIS Championships shall be staged under their own financial responsibility in accordance with the FIS Rules and consist of at least the number of Competitions listed in Appendix 2, and on dates yet to be decided and subject always to final confirmation by the FIS Council.

2.2 Covenant of the Government of the Host Country

The National Association and the City, having presented as part of their candidature the covenant of the Government of the Host Country to respect the provisions of the prevailing FIS Statutes, including free access to the Host Country for all accredited persons on the basis of a passport (or equivalent document) and visa when required, hereby confirm such covenant and warrant that the Government of the Host Country has authorised them to attach such covenant to this Agreement as a part hereof.

2.3 Evolution of contents of guides and other directions

The National Association and the City recognise that while the contents of the guides and other directives which are contained in this Agreement (including its appendices) represent the position of the FIS on such matters at the time of signing this Agreement, such material may evolve as a result of technical, technological and other changes, some of which may be beyond the control of the Parties to this Agreement. The FIS reserves the right to amend such guides and other directives. It is the responsibility of the National Association and the City to adapt to such amendments so that the FIS Championships will be presented in the best possible manner.

2.4 Consultation

The Parties will consult each other prior to taking any decision which may affect the other Party under this Agreement, specifically the amendment of guides and other directives, withholding any monies otherwise due, filing a complaint because of a breach of this Agreement, before instituting any dispute resolution or prior to the postponement or cancellation of the FIS Championships in order to consider any possible financial and/or operational consequences of such decisions and to allow the other Parties to make the appropriate arrangements to comply with the terms of this Agreement.

2.5 Prior agreement of no effect

Subject to Clause 2.8 below, the National Association and the City hereby declare and agree that any undertaking or agreement concluded by either of them prior to the execution of this Agreement and having any connection whatsoever with the FIS Championships shall, as regards to the application and the implementation of this Agreement, be null, void and entirely without effect, unless approved in writing by the FIS. The National Association and the City shall be jointly and severally responsible in respect of any damages which may result from a breach of this provision.

2.6 Creation of the Local Organising Committee of the FIS Championships

The National Association and the City shall, not later than six months following the execution of this Agreement or any other date agreed between the Parties, create, in a form ensuring its legal personality, an LOC for the FIS Championships. All agreements relating to the incorporation and existence of the LOC must be submitted by the National Association to the FIS for approval. The LOC shall include within its decision making bodies, the FIS Council Member in the Host Country, the President and the Secretary-General of the National Association, at least one member representing, and designated by the City, and one member representing the FIS.

The LOC agrees that the Rights Holder shall be entitled to send a representative to attend all meetings of the decision-making bodies of the LOC as an observer. The representative shall be fully involved at all times in respect of all issues which may affect the exploitation of the Rights, be included in all material communications and receive all documentation regarding the FIS Championships affecting the exploitation of the Rights, and have access to all decisions which may affect the exploitation of the Rights.

In addition the "FIS Coordination Group" shall be set up as soon as possible after signature of this agreement.

The National Association, the City and the LOC shall comply with all Rules and the terms of this Agreement and its appendices

2.7 Joint and several obligations of the National Association, the City and the LOC

The National Association, the City and the LOC shall be jointly and severally responsible for all commitments entered into individually or collectively by them concerning the organisation and staging of the FIS Championships including pursuant to this Agreement.

The National Association and the LOC are responsible to secure that the financing of the FIS Championships is guaranteed and ensure a cash flow, which enables the LOC to fulfil all requirements and obligations in a timely manner.

FIS, the National Association and the City acknowledge that the Rights Holder and its representatives shall have no responsibility or liability for any of the obligations or commitments of the National Association, the City and the LOC.

2.8 Indemnification and waiver of claims against the FIS

The National Association and the City and the LOC when created, jointly and severally undertake to indemnify, hold harmless and exempt the FIS, its officers, members, directors, employees, consultants, agents, Rights Holder and other representatives in respect of any damages, claims, demands, causes of action or judgments including all costs (which, for the avoidance of doubt, may include reasonable legal fees), resulting directly or indirectly from a breach of this contract or from any acts or omissions relating to the FIS Championships.

In accordance with the provisions of this Agreement, the National Association and the City hereby jointly and severally waive any claim against the FIS, its officers, members, directors, employees, consultants, agents, Rights Holder and other representatives, for any damages, claims, demands, causes of action or judgments including all costs, resulting directly or indirectly from any acts or omissions relating to the FIS Championships, including, or in the event of force majeure, as well as any performance, non-performance, violation or termination of this Agreement. This waiver and the indemnification in the foregoing paragraph shall not apply to wilful misconduct or gross negligence by the FIS, its officers, members, directors, employees, consultants, agents, Rights Holder and other representatives.

2.9 Force Majeure Event

If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

The Affected Party shall:

- as soon as reasonably practicable after the start of the Force Majeure Event but no later than two (2) days from its start, notify the other party in writing (e-Mail sufficient) of the Force Majeure Event, the date on which it started, its likely or potential duration, and the presumptive effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks,

and such Force Majeure Event has the effect of seriously threatening the successful staging of the FIS Championships the Parties shall take a joint decision to postpone or, in case a postponement is not possible, to cancel the FIS Championships. FIS will be in constant communication with the National Association, the City and the LOC regarding the expected impact and duration of the Force Majeure Event in the context of this decision.

In case the Parties take a decision to cancel the FIS Championships, this Agreement shall terminate immediately without penalty or liability to either party in respect of such cancellation and termination. The Parties acknowledge and agree, in this event to meet as soon as possible to discuss the implications of cancellation and termination of the FIS Championships and to agree in good faith without delay an appropriate reduction in the consideration payable by FIS under Clause 8.8. If no agreement can be found in a reasonable time, any payment or fees which are attributable to any period following such cancellation or termination that have been already paid under this Agreement by one party to another should, if possible, according to the applicable laws and regulations, be reasonably repaid to the other party pro rata temporis.

A pandemic or epidemic shall be considered a Force Majeure Event only when they lead to an official directive by a competent governmental authority at the place of the FIS Championships to restrict or cancel the FIS Championships due the pandemic or epidemic. Furthermore, the foregoing shall apply notwithstanding that the pandemic or epidemic situation may no longer be considered to be unforeseen because of the length of time that has passed since it commenced or because of any pause or lull in the pandemic or epidemic during which restrictions are eased.

The Parties will make every effort to consult in advance the competent governmental authorities to discuss such a directive and its implications for the FIS Championships.

2.10 Representations, warranties and covenants shall be binding

All representations, warranties and covenants contained in the City's bid documents as well as all other commitments made, either in writing or orally, by either the City's Candidature Committee, the National Association or the City to the FIS including those made to the FIS Council, shall be binding.

3 PRINCIPLES OF ORGANISATION

3.1 LOC to be made a party to this Agreement

The National Association and the City hereby undertake, within one month after the LOC's creation:

- to cause the LOC to intervene as a party and adhere to this Agreement, without limitation, and to forward to the FIS written confirmation thereof; and
- to obtain and to forward to the FIS written confirmation from the LOC that it is jointly and severally liable together with the National Association and the City for all obligations and commitments entered into by any one of them concerning the organisation and staging of the FIS Championships.

3.2 No inconsistent commitments or activities

With respect to the provisions of the FIS Rules and the terms of this Agreement, the National Association and the City hereby confirm:

- that the FIS Championships shall be staged in a dignified manner as an independent event;
- that the City shall not use the FIS Championships to serve any purpose other than the interests of the sport of skiing;
- that no agreements be entered into, having any connection with the FIS Championships, between the LOC and any national, international or supranational organisations (whether governmental or non-governmental), or foreign states, without the approval of the FIS; and
- that the City shall promote the development of skiing as well as the sporting merits of the great international festival of youth constituted by the FIS Championships, including, without limitation, their social, educational, aesthetic and moral aspects, as approved by the FIS.

3.3 General organisation plan of the LOC

As soon as possible but in any event not later than six months after the creation of the LOC, the City shall submit a general organisation plan of the FIS Championships to the FIS for its written approval. All changes to such general organisational plan shall be subject to the prior written approval of the FIS. Additionally the LOC shall in due time provide a detailed description of its communication plans with regard to the promotion of the FIS Championships, at both national and international level, which shall be subject to the approval of FIS and the Rights Holder.

3.4 Personnel

The organisation and staging of the FIS Championships by the LOC shall be carried out by persons with the appropriate competence and experience necessary to fulfil their duties. The key persons should wherever possible be able to communicate in one or more of the FIS languages namely English, French and/or German.

The Parties acknowledge and agree that English should be the preferred language for all correspondence in connection with the FIS Championships.

3.5 FIS Coordination Group

The FIS Coordination Group shall include representatives of the LOC, the National Association, the FIS and the Rights Holder to coordinate the marketing, organisation, communication, host broadcasting, management, and staging of the FIS Championships and shall meet at the Venue in principle twice per year or as reasonably requested by one of the Parties.

From approximately one week before the start of the FIS Championships, the FIS Coordination Group will meet on a daily basis to address matters arising. The meetings will usually take place early evening after the Broadcasters' Meeting and Team Captains' Meeting. Each party should be represented by the person(s) needed to deal with the range of issues that may arise and with the authority to take the

necessary decisions. The LOC should ensure that in principle the following areas are covered: General Organisation, Sport, Security, Transportation, Accommodation, Marketing, Broadcasting and Media Services, Communications Technology, Festival Event, Temporary Construction, Medical Services, Volunteers.

3.6 Technical inspections

Regular technical inspections with the FIS Race Directors are to be determined between the LOC and the individuals directly. Travel expenses for such inspections/meetings will be covered by FIS for up to two inspections per year. For any additional inspections and meetings on site that are deemed necessary by the FIS Race Director(s), the travel expenses will be reimbursed to FIS by the LOC. Requests by the LOC for additional inspections above two per year (excluding a World Cup competition) need to be reviewed with the Race Director(s) and the FIS Secretary General in view of the demand on their time.

3.7 Progress reports to FIS and the Rights Holder

From the date of signature of this Agreement, the LOC shall forward to the FIS and the Rights Holder a twice-yearly report in English on the progress of the preparation of the FIS Championships as per the "Structure of the Report to the FIS Council" (Appendix 7). This report will be reviewed by the FIS Council at its meetings in spring and autumn of each year. The LOC shall promptly provide oral and written reports for the FIS whenever the FIS requests it to do so. Decisions taken by the FIS following such reports shall be acted upon immediately by the LOC.

Technical reports primarily about the sports-specific aspects of the FIS Championships are to be submitted in audio-visual form as well as a summary in writing to the FIS Nordic Committee, generally twice per year at their spring and autumn meetings.

A report on the preparations for the FIS Championships in audio-visual form shall also be presented to the FIS Congress in 2022 and 2024 and the post Championships report to the Congress in 2026.

The Parties acknowledge and agree that English should be the preferred language of correspondence in connection with the FIS Championships. Moreover, the parties agree that oral or written reports shall promptly be provided by LOC to the Rights Holder, if requested by the Rights Holder.

3.8 Final Inspection

In autumn 2024, a final inspection will be organised at the Venue. LOC's of the FIS Nordic World Ski Championships that will be organised after the 2025 FIS Championships (2027 and 2029) shall be invited to attend at their own expense in order to gain experience for their own preparations. The City as organiser of the 2025 FIS Championships will therefore have the opportunity to attend at its own expense the final inspection of the 2021 FIS Nordic World Ski Championships in Oberstdorf (GER) in autumn 2020 and the final inspection of the 2023 FIS Nordic World Ski Championships in Planica (SLO) in autumn 2022.

3.9 Environmental protection

The National Association, the City and the LOC acknowledge and agree that respect for the environment is an important consideration and undertake to involve an environment expert or representative in the LOC and to carry out their obligations and activities under this Agreement in such a manner that they comply with applicable environmental legislation and, whenever and wherever possible, serve to promote the protection of the environment and sustainable practices.

The LOC is responsible for implementing the international standards of the ISO 20121 for sustainable events and obtaining the corresponding ISO certification for the FIS Championships.

3.10 Transportation

3.10.1 Transportation

The LOC shall set up a reliable public transportation system and provide parking space which shall allow effective transportation of the expected number of spectators to and from the Venue in order to make attendance as convenient as possible. Public transportation should be prioritised for spectators and wherever possible integrated into the event ticket, whereby sufficient parking as well as park and ride arrangements shall be offered.

The LOC shall provide a dedicated Championship transport service at no cost to the user between official hotel/s, competition venue/s, IBC, Media Centre and other official areas in the transportation network for the following accredited persons: athletes, coaches, team officials, media, LOC and FIS VIPs (which includes FIS Council Members), FIS technical officials (jury members and staff), sponsors, Commercial Partners, representatives of the Rights Holder and an agreed number of each sponsor's guests (the number to be agreed between the Parties in general twelve months (12) prior to the FIS Championships, at the latest, if not agreed otherwise between LOC and the Rights Holder in writing and/or through a separate agreement).

Transportation to and from the designated nearest airport/s shall be provided for the following accredited persons: LOC and FIS VIPs, FIS technical officials (jury members, technical officials including FIS staff members), sponsors, Commercial Partners, representatives of the Rights Holder and an agreed number of each sponsor's guests. The number of sponsor guests entitled to VIP transport shuttle service is subject to good faith negotiations between the Rights Holder and/or sponsor service support and the LOC and shall be agreed between the Parties, if possible, six(6) months prior to the FIS Championships, with the LOC and the Rights Holder having the opportunity to agree alternative solutions/timeframes in writing and/or through a separate bilateral agreement. The transport system will be established by the LOC in consultation and subject to agreement with the FIS, as well as the Rights Holder in the relevant categories.

3.11 Communication technology

The LOC shall provide free of charge to all accredited personnel an efficient and up-to-date communications system including mobile and Wi-Fi transmitters so that large

numbers of mobile devices and computers may function effectively and simultaneously. Dedicated Wi-Fi access shall be provided in the Media Centre(s), in all media related areas, in any and all marketing-relevant (working) areas (such as stadium, crew container etc.) as well as within the VIP area, the press centre, TV Compound, IBC, commentator positions and the mixed zone(s). (Details to be agreed between LOC and the Rights Holder) and will be accessible with protected password.

Free Wi-Fi in the arena

The LOC shall provide an efficient state of the art communication service in the stadium/s, granting password protected free access for devices that will include personal computers, video-game consoles, smartphones, digital cameras, tablet computers, smart TVs, digital audio players etc. taking account of the latest technology.

The LOC will use its best efforts to ensure that the venue will be already equipped with a pre-cabled system covering the competition areas and that the Host Broadcaster is allowed to use it – its technical suitability provided – at no cost, if owned by LOC. If not owned by LOC, LOC will use its best efforts to ensure that the owner will permit the Rights Holder the usage free of charge, or if despite LOC's best efforts no free access will be granted, at reasonable market prices.

The Parties agree that any and all terms of the Technical Annex need to be considered at any time. Should there be any discrepancies between terms of the Hosting Contract and the Technical Annex, the Technical Annex shall prevail.

3.12 Security and Access

Responsibility for all aspects of security, including appropriate protection from terrorist attacks, is a matter to be dealt with by the responsible authorities of the Host Country. The National Association and the City undertake that all appropriate and necessary measures shall be taken accordingly.

At the Venue the LOC shall provide at its sole costs, sufficient security including 24 hour supervision of the television compound(s), media centre(s) and if separate, the IBC, and all other areas with technical installations, as well as at commercial and fan areas, in particular those with access zones which are principally for media and/or the athletes and/or television production, and at all marketing relevant (working) areas (such as stadium, course, crew container, warm-up/start areas etc.).

3.13 Accreditation System

The LOC shall establish at its own expense an accreditation system to provide the necessary basic and supplementary passes with appropriate levels of access. Details of the system, the groups and categories as well as related access will be established in agreement with the FIS and the Rights Holder (see also Rules for the Organisation of the FIS World Championships, article 11.8). It is understood that only those parties (i.e. The Rights Holder and those having been authorised by the Rights Holder) shall be entitled to access the venue with filming/recording devices for commercial purposes. The Rights Holder will inform the LOC timely about any such authorised parties.

3.13.1 Accreditation of the Rights Holder

The LOC shall supply the Rights Holder free of charge with the appropriate number of accreditations and passes including parking spaces and ski lift passes necessary to enable the Rights Holder's employees, personnel, sub licensees and/or appointed agents to ensure access to all areas of the Venue needed to exploit the Rights acquired under the Agreement between FIS and the Rights Holder (the number to be agreed between the Parties, if possible, six (6) months prior to the FIS Championships with the LOC and the Rights Holder having the opportunity to agree alternative solutions/timeframes in writing and/or through a separate bilateral agreement. The system of accreditation and access shall be agreed between FIS, the LOC and the Rights Holder no later than nine (9) months prior to the start of the FIS Championships;

3.13.2 Control of accreditation

The LOC shall provide an efficient security control at all access points with the necessary trained personnel, in particular at those access points which are principally for media and/or the athletes and/or television production and equipment. The FIS shall provide its knowledge and expertise in this respect.

3.14 Entry formalities for certain personnel and goods

The National Association and the City recognise that, for the organisation of the FIS Championships, it will be necessary to arrange for the temporary entry of certain personnel into the Host Country and for the temporary importation of equipment and supplies for purposes of the FIS Championships, the broadcast of the FIS Championships, for use by the FIS, the National Ski Associations, the media and sponsors and suppliers. The LOC shall take the necessary steps with the relevant Customs and Excise authorities to assist all parties concerned. Without limiting the generality of the foregoing, the LOC shall make its best efforts to ensure that such personnel are able to obtain appropriate visa, immigration and work permits and that all such equipment and supplies can enter the Host Country for such purposes, without any duties, VAT or taxes being payable, provided that such equipment and supplies are used in the Host Country and exported within a reasonable time following the end of the FIS Championships.

In addition, the LOC shall facilitate the on-site operations of all television broadcasters and Commercial Partners of the Rights Holder relating to the FIS Championships by assisting in the provision of any necessary visa, VAT exemptions, immigration and temporary work permits or importation certificates.

Not later than twelve (12) months before the start of the FIS Championships the LOC shall submit to the FIS, for its approval, the arrangements it has made with the appropriate authorities in the Host Country.

3.15 FIS/LOC mutual assistance

The FIS and its Technical Committees shall share the knowledge and expertise acquired through overseeing the organisation of previous FIS World Championships, and shall assist the LOC in its planning, organisation and operation of the FIS Championships. The knowledge and expertise shall also be shared by FIS and its Technical Committees with the Rights Holder.

3.15.1 Study Groups

The City, as the elected organiser of the 2025 FIS Nordic World Ski Championships will benefit from the opportunity to attend FIS major events with its study groups and thus learn considerably from behind the scenes until the FIS Championships take place. The LOC therefore agrees to participate in the FIS programme to transfer knowledge onto future and potential organisers as well as Candidates by means of information hand-outs, presentations, supervised viewing of operational areas and arranging meetings with key persons before and during the Championships.

3.15.2 Transfer of Knowledge

To make sure that the future organisers of FIS World Ski Championships can benefit from the lessons learned by their predecessors and apply many existing and successful practices to their events, FIS has developed its FIS World Ski Championships Knowledge Transfer programme. While the main goal of this programme is to ensure the transfer of key organisational and event planning knowledge, other goals include helping to streamline and standardise some aspects of event organisation and reduce mistakes or avoid 're-inventing the wheel'. One of the tools that will assist in practical terms is the development of a knowledge base comprising data from every area of event organisation and management. The LOC is required to provide the necessary data during and after their event, based on the FIS templates that they will receive in advance of the FIS Championships.

The Parties agree that the "Transfer of Knowledge" programme will be conducted mandatorily in English.

3.15.3 Other Studies/Research

The results of any other studies or research known by the LOC that are carried out in relation to the FIS Championships are to be provided to FIS, if possible in an official FIS language.

3.16 Hospitality and Sponsor Exhibition

The LOC shall provide the necessary space(s) as well as technical support such as electricity, water etc. to set up a high quality VIP hospitality programme in close proximity to the finish area as well as public catering that will be organised by the Rights Holder, or respectively a third party appointed by the Rights Holder. Furthermore, if requested by the Rights Holder, the LOC shall provide the necessary provisions (e.g. space, facilities etc.) to enable the realisation of special hospitality programmes by the Rights Holder's Commercial Partners. The LOC shall provide free of charge the space and connection to the supply of electricity, water, sewage, communication and other necessary facilities. The consumption of such electricity and water may be invoiced to the respective users by the LOC provided that separate and individual invoices are issued according to the exact consumption of each user.

A suitable area within the Venue for an Exhibition Village must also be arranged by the LOC so as to maximize the number of spectator visits. This area must cater for all reasonable requirements of the Commercial Partners.

The exact parameters and location of the necessary spaces for all hospitality activities shall be determined jointly by the Rights Holder and the LOC in agreement with FIS within the FIS Coordination Group. Nevertheless, the parties confirm and

agree that the spaces for the hospitality installations (in particular the VIP area) need to be based on an appropriate and easily accessible area/space, which provides the Rights Holder with the possibility to make use of a VIP infrastructure at each competition area (including in particular appropriate technical service areas, additional power supply, air condition/heating system, food service areas, sanitary, VIP shuttle drop-off zone) for at least 1.000 persons. Should space not be sufficient then FIS will make sure that LOC takes responsibility for reasonable compensation based on supporting documents provided by the Rights Holder. The title/presenting sponsor of the FIS Championships will be offered the opportunity to organize and conduct a special promotional activity. Exceptions, based on unforeseen circumstances will be agreed between the Parties.

3.17 Sponsor and VIP Grandstand arrangements

The LOC is obliged to organise grandstands at its costs as per Clause 8.6.4.

It shall provide to the Rights Holder access to these grandstands, in the best area and category of the respective grandstand at a preferred rate (not worse than the reasonable market rate), unless otherwise agreed within a bilateral arrangement between the LOC and the Rights Holder, taking into account the capacity of the VIP tent and the needs according to hospitality packages..

In order to ensure a full stadium including the areas designated for hospitality guests, the LOC and the Rights Holder as owner of the Hospitality Rights shall discuss the arrangements for the provision of grandstand tickets for persons with hospitality tickets.

In addition LOC shall provide the Rights Holder regular (non-grandstand) Event tickets per competition, free of charge in an amount to be determined between LOC and the Rights Holder.

Furthermore the Rights Holder or its Commercial Partners shall be entitled to acquire additional tickets for each competition from the LOC at a preferred rate to be negotiated in good faith between the LOC and the Rights Holder. If not agreed otherwise between the involved parties, the request for tickets shall if possible be announced before 30th November 2024.

The Parties acknowledge and agree that the terms and conditions of clause 3.17 are subject to changes since these thematic areas are subject to and shall be covered by a separate agreement between LOC and the Rights Holder.

4 ORGANISATION OF ACCOMMODATION

4.1 General

Accommodation shall be arranged in different categories and price ranges for accredited persons for the various groups participating in the FIS Championships. Accommodation prices for all accredited persons making reservations through the LOC's booking system may not be inflated, nor exceed the prices of the same period in the previous season. Only the actual number of nights may be charged, and no minimum stay may be demanded.

So as to assist the LOC's planning, details of the number of accredited persons (teams, press/photo, Host Broadcaster, TV/radio, Rights Holder representatives, ski

industry, FIS/partner, Commercial Partners, study groups) as well as other accredited groups present at the 2021 FIS Nordic World Ski Championships in Oberstdorf (GER) and at the 2023 FIS Nordic World Ski Championships in Planica (SLO) will be available to the LOC in the Transfer of Knowledge system.

4.2 Teams' accommodation

Accommodation reserved for the competitors, team officials and other team personnel shall be provided by the LOC and City in accordance with the terms and conditions defined in article 17.5 and 17.7 of the Rules for the Organisation of the FIS World Championships.

- a) The teams' accommodation shall be available, with all necessary services, one week before the opening ceremony until two days following the closing ceremony of the FIS Championships. The LOC is required to provide athletes and team personnel including SRS service personnel with Team Hospitality at the competition site(s).
- b) Accommodation with full board shall be provided free of charge for all athletes qualified according to article 17.7 of the Rules for the Organisation of the FIS World Championships.
- c) The maximum price for athletes not qualified according to the limits defined in article 17.7 of the Rules for the Organisation of the FIS World Championships as well as for team officials, team integrated service personnel, etc. according to the quotas defined in article 9.4 of the Rules for the Organisation of the FIS World Championships covering accommodation and three meals including non-alcoholic beverages shall not exceed CHF 120 per person per day (article 17.5.1). The same conditions apply for SRS service personnel according to the quotas defined in article 9.4.6 of the Rules for the Organisation of the FIS World Championships.
- d) In addition, for extra team officials and special guests officially entered according to the quotas defined in article 9.4.5 and 9.4.7 of the Rules for the Organisation of the FIS World Championships and whose accommodation has been reserved through the LOC, the maximum price covering accommodation and three meals including non-alcoholic beverages shall not exceed the maximum price at the same period the previous year in the same accommodation (plus any inflation), but in any case not exceeding CHF 200.
- e) According to article 17.5.4 of the FIS Rules for the Organisation of the World Championships, only the actual number of nights may be charged and no minimum stay may be demanded.

4.3 Media, Rights Holders, Commercial Partners, ski industry, other accredited groups' accommodation

On or before 1st July 2023, the LOC shall provide a list of available accommodation and rates to all accredited media and industry service personnel. Such accommodation may include a special village.

- a) For broadcasting media personnel (HB and unilateral broadcasters with individual occupation), accommodation (3* and 4* stars hotels) should be

made available for all within a short distance of the TV Compound, Media Centre/IBC and Venue(s).

- b) If a special media village is provided, it shall be available, with all necessary services, five days before the opening ceremony until two days following the closing ceremony of the FIS Championships.
- c) Sufficient accommodation for Commercial Partners is required at appropriate quality levels (4* and 5* stars hotels) conveniently located in relation to the competition area (-s).

It is agreed between the parties that the Rights Holder (representatives, service personnel) as well as Commercial Partners shall also be included in the group of accredited persons and therefore be covered by clause 4.3.

Room prices for all accredited persons making reservations through the LOC's booking system may not be inflated nor exceed the price for the same period in the previous season. Only the actual number of nights may be charged and no minimum stay demanded.

4.4 Accommodation and services for FIS officials and the Rights Holder

The LOC shall be responsible for providing adequate accommodation in official hotels for all accredited members of the FIS and its Council Members, committees, consultants, Rights Holder representatives, Commercial Partner(s), advisors, agents, guests, delegations of LOC's of future FIS Nordic Ski Championships and limited delegations of candidate cities, as well as grandstand tickets to the Rights Holder and representatives of National Associations and certain guests.

Accommodation and travel expenses for all jury members and other officials nominated by the FIS Council (such as medical and equipment controllers) are at the responsibility and cost of the LOC and have to be provided in accordance with article 11.6 of the Rules for the Organisation of FIS World Ski Championships.

- a) The LOC is required to provide 60 rooms free of charge in the FIS Hotel with half board arrangement to accommodate the FIS officials nominated by the FIS Council, including the FIS management and others as may be required by the FIS for the organisation of the FIS Championships and key FIS guests. This number includes 10 rooms for the Rights Holder (double room/double use). A further 30 double rooms (double room/double use) in a three star hotel shall be provided free of charge near to the work areas (vicinity of the finish area) in the Venue(s) to the Rights Holder for its sponsor service team with full board for approximately 60 persons, from 15 days before the start until 3 days after the conclusion of the FIS Championships.
- b) The rooms for FIS officials, staff and guests are required from at least one day before the Opening Ceremony, or the first official training should this be earlier, until the morning after the Closing Ceremony. For a number of members of the FIS staff (Race Directors/Coordinators, President, Secretary General, Marketing & Communications Managers and FIS Assistants) and the Rights Holder, 30 rooms (within the total of 60) in the FIS Hotel are required as from up to five days before the Opening Ceremony or the first official training should this be earlier, until the morning after the Closing Ceremony.

- c) Tickets for the VIP area of the grandstand for FIS Council Members and FIS guests (up to 35 persons per day) shall be provided by the LOC.
- d) Access passes to the VIP hospitality facility for FIS Council Members and FIS guests (up to 35 persons per day) shall be provided through the terms of the Agreement between FIS and the Rights Holder.
- e) For each participating National Ski Association, access for the President and Secretary General to a reserved FIS Family area of the grandstand for each day of the FIS Championships is to be provided free of charge by the LOC, such access being non-transferable. In addition, the LOC shall provide them with access to a FIS Family lounge, which may be a shared facility with the LOC Family and Friends lounge.
- f) During meetings of the FIS Coordination Group the LOC is responsible for organising and covering the costs for accommodation and meals and other expenses (translation, etc.) for those representatives from FIS (approx. 4 persons) and the Rights Holder (concrete number of persons to be agreed in each case between all involved parties) attending the FIS Coordination Group meetings at the City, as well as local transportation from the nearest (or agreed) airport and/or train station. Each member's organisation shall pay his/her own travel expenses to the nearest (or agreed) airport.
- g) Accommodation and meals at all inspections and meetings by the FIS Race Directors and Technical Delegates are payable by the LOC. For two inspections by the appointed Technical Delegate, as well as his/her participation at the final inspection, the travel expenses and daily per diem are payable by the LOC in accordance with terms defined in the FIS Rules for the Organisation of the World Championships.

4.5 Accommodation for spectators

The National Association, the City and the LOC shall ensure that control is maintained over the availability and prices of the hotel rooms in and around the City during the period of the FIS Championships and that the spectators at the FIS World Championships are charged reasonable prices in accordance with Clause 4.6 below.

4.6 General price control

Where there are no prices established by this Agreement or the FIS Rules, nor any other arrangement is approved by the FIS, the City and the LOC shall ensure that the highest prices charged for hotel rooms, conference rooms and related services for anyone attending the FIS Championships, including non-accredited spectators, shall not exceed the lowest average convention prices thereof for the previous four years, (during the same months of the calendar year), adjusted only for such inflation as is established to the satisfaction of the FIS.

5 ORGANISATION OF SPORTS PROGRAMME

5.1 Sports programme

The FIS has informed the National Association and the City of the events and ceremonies that form the FIS Championships. The Competitions comprised within the

FIS Championships shall be as detailed in Appendix 2. The number and format of the Competitions comprised within the FIS Championships shall not be changed without a decision of the FIS Council or Congress and the Rights Holder's prior written approval. In the event that an additional competition is added to the FIS Championship following a decision of the FIS Congress, this will not have any effect on the consideration payable under Clause 8.8 of the Agreement (that is no additional consideration shall be payable by the Rights Holder to FIS and to the LOC).

The FIS Rules for the Organisation of the World Championship, article 2.3 state: *"In order to have the FIS World Championships carried out under the best possible snow conditions the Alpine events should, in principle, be organised in the first half of February, the Nordic events in the second half of February..."* The National Association and the LOC will establish in agreement with FIS and the Rights Holder the timetable of the FIS Championships, taking into consideration the following:

- a) conditions of fairness and safety at the Venue;
- b) that the key Competitions of the FIS Championships shall be scheduled to take place on a Saturday or a Sunday or such other day as may be agreed in writing between the parties so as to maximise the television/media exposure and marketing value of the competition in question. The FIS Championships shall terminate on a Sunday unless otherwise agreed;
- c) that the provisional day by day timetable of the FIS Championships will be prepared by FIS and the LOC as soon as possible and sent to the Rights Holder for comment prior to approval by the FIS Council and presentation to other parties as soon as possible but, in any event, not later than the FIS Technical Committee Meetings at the end of the season after the previous FIS Championships (i.e. spring 2023). The provisional timetable shall be established with the goal of maximising the value of the Rights and will reasonably consider other major sports schedules in order to avoid overlapping;
- d) that the final timetable and other relevant details of the FIS Championships such as starting times and intervals will be agreed in writing between FIS, the LOC and the Rights Holder as soon as possible but in any event no later than the FIS Technical Committee Meetings at the end of the season preceding the season in which the FIS Championships is planned (June 2024);
- e) that neither the LOC nor FIS shall alter the final timetable of the FIS Championships without the prior written agreement of the Rights Holder. Accordingly, FIS and the LOC shall take all possible measures to ensure that the Competitions can take place as originally scheduled. Notwithstanding the foregoing, if owing to adverse weather conditions an individual competition has to be postponed the LOC and FIS will consult with the Rights Holder and decide in agreement with the Rights Holder on how the schedule shall be amended;
- f) that daily contact during the course of the FIS Championships will be maintained between FIS, the LOC and the Rights Holder regarding any matter affecting the schedule of any competition or any of the Rights acquired by the Rights Holder.
- g) that FIS shall consult with the Rights Holder and take into consideration the requests of the Rights Holder regarding all elements concerning the

Competition programme, dates and all other issues of relevance for the value of the FIS Championships for broadcasting, including but not limited to TV breaks, interval starting times, as well as any other elements which may have an impact on the value of any of the Rights. FIS shall adhere to all such agreed elements which shall be finalised and clarified in detail no later than the final inspection or four months prior to the FIS Championships whichever is sooner;

- h) that once the "start intervals" and "info breaks" and procedures for course inspection for a reasonable number of media representatives have been mutually agreed by the parties, they shall not be modified without the prior written agreement of the Rights Holder. Except that in the event that during the FIS Championships, such start intervals need to be modified on safety or weather/snow condition grounds, the Rights Holder may be required to give its consent orally to deal with an exceptional situation. Such consent shall be confirmed in writing as soon as reasonably practicable;
- i) that the LOC shall provide and FIS shall authorise and distribute the agreed number of course inspection passes per Competition/official training and other relevant access passes required by the Rights Holder to service the rights holders. The allocation of passes will be carried out by the Rights Holder. In addition, the Rights Holder shall receive a reasonable number of passes. It is understood that the Host Broadcaster is permitted to stay on the course also during the race.

Notwithstanding any approval of such schedule, the FIS reserves the right to make changes relating to events as it may consider being in the best interests of the FIS Championships in agreement with the Rights Holder, the LOC and the National Association.

5.2 Technical requirements of the Courses

The National Association and the LOC undertake to respect the requirements for each discipline as defined by the relevant International Competition Rules.

The LOC is responsible that the courses shall be secured in accordance with the prevailing standards for the respective event as well as to ensure that the safety installations are tested according to the manufacturer's specifications. Safety measures requested by the Competition Management and the Jury shall be implemented.

Appropriate preparation and maintenance of the courses and jumping hills is of the essence. The LOC consequently agrees that it shall take all possible measures to ensure that the courses and jumping hills be ready in the best possible conditions to be used for training and the Competitions. In the period preceding the FIS Championships, the LOC shall regularly report on the state of preparation of the courses and jumping hills and more specifically but not limited thereto, on the snow conditions.

Use of alternative courses and/or adaptation of the courses shall be determined by the Jury.

5.3 FIS Championship Venues

The Venues of the FIS Championships proposed by the National Association and the City in their application to host the FIS Championships as approved by FIS may not be modified without the agreement of the FIS Council and its Technical Committees.

The Parties acknowledge and agree that a potential modification of the Venues shall only be possible after prior consultation with the Rights Holder.

5.4 Sports facilities and training sites

The National Association and the City shall provide adequate and properly equipped discipline-specific facilities and training sites to be made available free of charge and their use coordinated by the LOC.

5.4.1 Ski preparation and changing facilities, wax trucks

The LOC is required to provide Team and Ski Racing Suppliers (SRS) heated working facilities to prepare and store skis and other ski equipment (in accordance with the specifications of the respective discipline). These facilities shall be equipped with sufficient power and electricity sockets, WiFi access, be adequately ventilated and shall be lockable. Definition of the number of ski rooms required, as well as their location will be determined by the LOC together with the FIS competition management and Ski Racing Suppliers (SRS). Such facilities can be requested only for team personnel specified as servicemen (servicemen code) on the entry form or on the FIS approved SRS list (reference WSC Rules 17.6.1 and information document for Team Area Requirements Cross-Country, Ski Jumping, Nordic Combined).

Historical information with regard to the number of units required is contained in the Transfer of Knowledge system.

Additionally, team changing cabins for each discipline and gender shall be provided at the Competition venue(s) by the LOC. The list of allocated cabins per team is to be agreed with the FIS Race Directors.

Teams who wish to bring their own waxing truck(s) are required to advise the LOC in accordance with the terms and deadlines established by the LOC.

5.4.2 Warm up loops and Ski Testing Tracks

Conveniently located and well prepared warm up loops and test tracks are required for the Cross Country events. The tracks shall reflect the conditions on the competition courses and be of sufficient length, width, be appropriately secured with adequate safety installations and closed to the public.

5.5 Other Facilities

Sports centre, gymnasiums, weight rooms, other sporting facilities are used by the teams for the conditioning programme. These need to be made available free of charge and their use coordinated by the LOC.

6 ORGANISATION OF SKI FESTIVAL

6.1 General

An extensive programme of special events and entertainment arranged by the LOC is required to create a real festival and thus increase the status and visibility of the FIS Championships, through concerts, shows and celebrity events. Not later than the FIS Coordination Group meeting eighteen months before the FIS Championships, the LOC shall submit the ski festival concept programme for approval by the FIS and the Rights Holder. The programme must serve to promote a celebration of the sport as well as harmonious international relations and friendship, particularly among the participants and the spectators at the FIS Championships.

6.2 Event production, atmosphere and visibility

The FIS World Ski Championships are the showpiece event of FIS and its member National Ski Associations. The organisation of world-class sport is the primary objective for everyone involved in staging the FIS Championships and to embrace these within a true celebration of the sport of skiing. The production of the Competitions themselves and entertainment in the stadium before and during the Competition is a major component of generating atmosphere around the FIS Championships. Competition commentators and stadium announcers covering at least the local language and English are required. A professional production of the evening medal ceremonies and bib draws is also essential to give them the right mix of formality and celebration and make them attractive for spectators and television.

The success and positive image of the entire FIS Championships can be greatly enhanced through high quality visibility and the atmosphere in the City or resort, both inside and outside the competition courses, the surrounding region and the officially designated arrival gateway(s) (airport, train station, etc.) and play a significant role in creating a special ambience.

The event production concept shall be presented by the LOC not later than 18 months before the FIS Championships for approval by FIS and the Rights Holder. Elements of the event production should be implemented during the test events.

6.3 Spectator Services

Spectator-friendly services must be arranged by the LOC in the venues offering good views of the Competition from comfortable dry seats or safe standing areas including sufficiently sized grand stand(s), a reasonable number of video walls (at least the average for the years 2017–2023) and nearby availability of space for public catering and sufficient, regularly cleaned toilet facilities.

6.4 Special Events - Children and Youth Activities

Embracing and involving children and youth is an important component of the FIS Championships' entertainment programme to stimulate their interest and participation

A Youth Camp has been held at many FIS Championships, with the Government agreeing to assist with such a project to enhance its international relations. FIS launched the FIS Bring Children to the Snow Campaign in 2007 and can assist the LOC with its youth and children's activities within the framework of the FIS campaign.

The organisation of special activities such as concerts, shows and celebrity events for a range of age groups plays a very important role in the promotion of the FIS Championships.

6.5 FIS World Championships Gala Dinner

A Gala Dinner for invited officials from all National Ski Associations present at the FIS Championships, and representatives of the FIS and the Rights Holder, shall be organised by the LOC at its own expense to celebrate the FIS Championships on a date and at a time to be agreed between LOC and the FIS. The Parties agree that the concept regarding Gala Dinner shall be submitted to FIS and the Rights Holder not later than 6 months before the FIS Championships.

7 CEREMONIES AND PRIZES

7.1 Scenarios for ceremonies

The scenarios for all ceremonies celebrating the athletes and the Championships in an appropriate and festive manner, including the opening and closing ceremonies, the winner and medal ceremonies prior to, during and after the FIS Championships, shall be organised in compliance with Appendix 2 of the Rules for the Organisation of FIS World Ski Championships. It is agreed between the Parties that the detailed and concrete concept shall be submitted by LOC prior to the final inspection, at the latest.

7.2 Prize Money

In addition to the medals and commemorative prizes presented by FIS and the LOC as defined in the FIS Rules, the athletes will receive prize money. FIS and the LOC shall share equally the prize money to be paid, the total amount of which shall be the same as that paid at the FIS World Cup competitions in the same season, confirmation of which amounts shall be made by the FIS Council in November 2023. For further information about the division of the prize money please see Article 15.2 of the Rules for the Organisation of the FIS World Championships. Details for the method of payment of the prize money shall be determined between the LOC and FIS.

8 FINANCIAL AND COMMERCIAL OBLIGATIONS

8.1 Exclusive rights of FIS in the FIS Championships

The National Association and the City acknowledge that the FIS Championships are the exclusive property of the FIS and that the FIS owns all rights concerning their organisation, exploitation, broadcasting, marketing and reproduction by any means whatsoever, including, without limitation, the Rights.

The FIS has licensed the Rights to the Rights Holder on an exclusive worldwide basis and the Rights Holder in turn will sub-license certain of those rights to one or more Commercial Partners.

The National Association and the City further agree and undertake that if, for any reason whatsoever, any Rights relating directly or indirectly to the FIS Championships are held by the National Association, the City and the LOC or by any other third party

as a consequence of any form of agreement with the National Association, the City or the LOC, all such Rights shall be held by such bodies in a fiduciary capacity for the benefit of the FIS and, under all circumstances, shall be assigned to the FIS by such bodies, at their cost, in form and substance satisfactory to the FIS upon the request of the FIS, for onward assignment to the Rights Holder. The National Association and the City agree that they shall not exploit any of the Rights without the authorisation of the Rights Holder.

8.2 Legal protection of the Marks

The National Association and the City acknowledge and shall use their best efforts to publicise the fact that, the Marks are protected in the name of the FIS and are the exclusive property of the FIS. The National Association and the City agree not to challenge the validity of any Intellectual Property Rights.

The National Association and the City undertake to always refer to the FIS Championships by their full and correct name, to include the FIS acronym and the name/logo of the Sponsor (as from the time such a sponsor has been appointed in accordance with the Commercial Rights granted by the Rights Holder), whenever used on official printed materials, website or social media channels. For the avoidance of doubt, the correct, full name for the FIS Championships is "the FIS Nordic World Ski Championships and which may include a sponsor's name/logo".

The National Association and the City undertake to always refer to and use the Marks as set out in Appendix 4.1 during the FIS Championships. The FIS may provide further instructions/guidelines regarding the adoption and protection of the Marks and use of any of the foregoing shall be subject to such instructions/guidelines. The National Association, the City and the LOC shall be responsible for the registration in its name and subsequent transfer of ownership to FIS of the Event Logo with prior written consent of FIS. All costs incurred in connection with the trademark registration and transfer of ownership of the Event Logo in a selection of countries and classes defined in Appendix 4.2. shall be borne by the National Association and/or the City and/or the LOC. The cost of the trademark protection programme defined under Appendix 4.2 is estimated at approximately CHF 30'000.

The National Association, the City and the LOC may also decide, with FIS' prior written consent, to protect

- the Mascot,
- the name of the FIS Championships (such as for instance the official title "[YEAR] FIS NORDIC SKI CHAMPIONSHIPS");
- the distinctive graphic element of the Event Logo on its own, or any other visual element that relates and/or identifies the FIS Championships.

With the exception of the case including third party rights as detailed below, all Marks must be filed and transferred to the FIS. The costs incurred in connection with the protection of the Marks are borne by the LOC.

Should the Event Logo or any other Mark include third parties' rights (such as for instance the City logo), the National Association, the City, the LOC and the FIS will jointly determine in the name of which entity the concerned trademark shall be filed (the FIS, the City, the National Association etc.). In any case, the Marks shall never be filed and registered in the name of an entity created and existing only for the

purpose of organising the FIS Championships and consequently for the length of the FIS Championships only (such as an Organising Committee).

Furthermore the LOC also on behalf of the National Association and City shall monitor for unauthorised use of the Marks and will be responsible for taking all actions for the protection and defence of the Marks in the name of and on behalf of the FIS. These actions will be taken at the National Association's and/or the City's and/or the LOC's own costs. Should such actions mean Administrative, Civil or Criminal Court proceedings (trademark infringement actions, unfair competition actions etc.), the National Association, the City and the LOC will seek the prior consent of the FIS before starting such proceedings and will carry these on upon request and direction of the FIS.

In addition, the National Association, the City and the LOC will execute any and all documents as may be reasonably required from it from time to time regarding the protection and defence of the Marks. This includes supplying upon request all details of actions and proceedings that it has taken to protect the Marks.

The National Association, the City and the LOC undertake not to use, or to authorise the use of the Marks in conjunction with any trade name, logo or any other mark denoting or identifying any third party.

The National Association, the City and the LOC undertake not to adapt or use any trade mark, designation or logo which would be confusingly similar to the Marks.

8.3 Proprietary rights in artistic or intellectual works

All graphic, visual, artistic and intellectual works or creations developed by or on behalf of or for the use of the City's candidature committee, the City or the LOC including any versions of the FIS logos or mascot(s) or FIS commissioned music in respect of but not limited to the following matters shall be assigned to and remain in the full ownership of the FIS prior to, during and after the FIS Championships;

- a) logos (including the logo referred to in Clause 8.6.6 (a)), including all graphic, digital and three-dimensional representations thereof;
- b) mascots (including the mascot(s) referred to in Clause 8.6.6 (a)), including all graphic, digital and three-dimensional representations thereof;
- c) pictograms;
- d) poster designs;
- e) badges;
- f) winners' and commemorative medals designs;
- g) official programmes and publications;
- h) musical works as referred to in the FIS Rules; and
- i) other graphic and digital works created for the FIS World Championships.

The National Association, the City and the LOC shall ensure that all the material listed above, which is developed and created in connection with the FIS Championships, is available for use and is free of any encumbrances.

The National Association, the City and the LOC shall also ensure that all individuals involved in the creation of all the works referred to above have signed a copyright assignment, in form and substance satisfactory to the FIS, before they start working on any projects.

8.4 The LOC's Income

The Parties acknowledge that the LOC specifically reserves the exclusive right to collect and receive revenue or donations in connection with the FIS Championships from the following sources and the exclusive right to exploit such sources of revenue or donations:

- a) sale of tickets, other than VIP/hospitality tickets, to the public;
- b) government grants (for which no Commercial Rights or any other advertising sponsorship or endorsement benefit is provided in connection with the FIS Championships);
- c) charitable donations and contributions (for which no Commercial Rights or any other advertising sponsorship or endorsement benefit is provided in connection with the FIS Championships).

8.5 Admission tickets

The system of distribution for admission tickets to all events and the prices thereof shall be submitted to the FIS for approval, not later than twelve months prior to the opening ceremony of the FIS Championships. It is an essential goal for the FIS Championships that the LOC strives to fill the stadiums with spectators and fans, which must be reflected in the system of pricing for admission tickets.

8.6 Commercial Rights, Media Rights and Intellectual Property Rights

8.6.1 Rights granted to the Rights Holder

The LOC acknowledges that the Rights, described in this Clause 8.6 have been licensed for exploitation throughout the world on an exclusive basis to the Rights Holder and the LOC acknowledges and agrees that amongst other things product and/or service exclusivity is essential to the success of the Rights Holder's marketing concept. Accordingly when performing its obligations under this Agreement LOC will respect at all times those exclusivities and it shall implement a system with the Host City authorities in cooperation with the Rights Holder to prevent ambush marketing activities of any kind.

The National Association and LOC warrant and represent that it shall fully support the Rights Holder in the exploitation of the Rights and not impede or in any way take any action which might limit or impair the Rights or prevent the Rights Holder from fully exploiting the Rights and the LOC agrees to assist the Rights Holder in any reasonable request in order to maximise the Rights Holder's exploitation and use of the Rights by the Rights Holder.

In light of the aforesaid LOC shall amongst other things use its best efforts to procure that the City shall not grant any authorisation (i.e. for public display of billboards, the placement of sale stands, staging of promotional activities etc.) in the vicinity of the Venue and it shall take all available measures to enforce such restriction.

8.6.2 Commercial Rights

FIS has exclusively licensed to the Rights Holder the transferable Commercial Rights to the FIS Championships in the Territory.

"**Commercial Rights**" shall be understood in the widest sense of the term as it may be used from time to time including but not limited to all sponsorship, marketing, licensing and merchandising rights, and all implementation and corporate hospitality rights.

The Rights Holder is entitled to create marketing concepts and formats for selling the Commercial Rights at its sole discretion, subject to the applicable laws and to the provisions of the agreement concluded with FIS, including its relevant Appendices, which shall be intended as minimum exploitation standards and might be subject to changes resulting from commercial and technical developments and innovations that may occur until the 2025 FIS Championships.

Such rights include in any case without limitation the exploitation or sub-licensing of the following exclusive rights:

- (a) to exploit all commercial and sponsorship identifications at the Venue(s) of the FIS Championships. Commercial identifications will be placed exclusively by the Rights Holder on all of the surfaces listed in Appendix 1 attached hereto and any other surfaces which may become available provided that such additional surfaces have been approved by FIS, such approval not to be unreasonably withheld or delayed.

The LOC shall ensure that each Venue shall be clean and free of all commercial or sponsorship identification or branding from the date ten (10) days prior to the first Competition of the FIS Championships until twenty-four (24) hours after the last Competition of the FIS Championships.

Commercial identifications will be placed inter alia on all the following surfaces:

- (i) athletes' competition (number) bibs (including training, forerunner and if applicable winner bibs) – on the front and back of the bibs;
- (ii) all banners, (whether in televised positions or not), in the official warm-up and competition areas, on course (between the start house and the arrival structure), within, around, behind and above the finish corral;
- (iii) starting installations and huts, official warm-up and competition areas;
- (iv) ski jumping hills;
- (v) gate flags and course markers;
- (vi) arrival structure (finish line installation);
- (vii) exit gate from finish corral;

- (viii) interview areas, leader positions, award ceremony areas, medal plazas including backdrops and podiums;
 - (ix) LOC employees', officials' and volunteers' including employees, clothing and other parties engaged by the LOC;
 - (x) media bibs; and
 - (xi) all official and directional signage, erected and/or otherwise specifically made, at and around the Venue.
- (b) all other advertising rights at the Venue through all media which already exist (for example, air balloons, billboards, grand stands) or which may exist in the future, including but not limited to specialized advertising etc.
- (c) to appoint official Commercial Partners to the FIS Championships, including designation such as "official vehicle partner of the FIS Nordic World Ski Championships 2025" or similar taking account of any national or local rule or regulation governing and/or restricting commercial advertising at televised sporting events in the host country).
- (d) In addition any product and/or service, in respect of which Commercial Partners of the Rights Holder have been granted product category exclusivity by the Rights Holder, must be sourced from such Commercial Partner, e.g. car pool
- (e) to have the name of a sponsor/sponsors (e.g. presenting sponsor and/or title sponsor) included within the title of the FIS Championships, which shall be, by way of example, "The FIS Nordic World Ski Championships presented by [Company]", "The [Company] FIS Nordic World Ski Championships" (or similar) and which title shall be used by the FIS, the Rights Holder and its Commercial Partners and the LOC in all official publications relating to the FIS Championships.
- (f) to exploit the Timing & Data Feed (see Clause 8.6.3 below).
- (g) to grant to Commercial Partners, at no supplementary cost to the Rights Holder or such Commercial Partners, all commercial rights (including but not limited to identification and advertising rights) on and within all official FIS Championships related printed and digital publications and websites published by FIS, the National Association of the hosting country and/or the LOC respectively as well as any other communication tools referred to in the LOCs communication plan. This will include, without limitation, the FIS Championships section of the official FIS website, the official souvenir programme, information bulletins, press releases, the official poster, start lists, result lists and official letterheads. In this respect, it is expressly acknowledged and accepted by FIS that any such official publications shall be free of any material which could be inferred as constituting an ambush marketing activity and FIS shall protect the rights of the Commercial Partners accordingly.
- (h) to grant to Commercial Partners, at no cost to the Rights Holder, or such Commercial Partners, all commercial rights (including but not limited to identification and advertising rights) on entry tickets, accreditation passes, ticket application leaflets, flyers, lanyards and other similar material.

- (i) to offer to Commercial Partners, free of additional costs imposed by the LOC, space for concessions and product display in the Exhibition Area located in the vicinity of the finish area(s) and other agreed areas within the Venue or stands for the exploitation of premium distribution rights and sales rights at the Venues, subject to local and national laws. The LOC shall provide connection to the supply of electricity and water and any other agreed facilities, free of charge. The consumption of such electricity, water and other agreed facilities shall be invoiced to the respective users provided that separate and individual invoices are issued according to the exact consumption of each user.
- (j) to advertise through public address systems or similar audio and/or video systems at the Venue (such as video walls and scoreboards).
- (k) any other Commercial Right and/or advertising technology being common practice at the time in which the 2025 FIS Championships will take place or as agreed between FIS and the Rights Holder (e.g. virtual advertising).

The Parties acknowledge and agree that the following two paragraphs are subject to further discussions between LOC and the Rights Holder and that these topics should be included, if applicable, in a separate agreement between LOC and the Rights Holder:

Upon request of the National Association or the LOC, the Rights Holder shall make a proposal to the existing sponsors of these organisations to sub-license certain Commercial Rights in the FIS Championships, always provided such Commercial Rights are still available. The offer will be based on the terms (including prices) of any Agreements or negotiations which the Rights Holder may have already entered into or is then offering or negotiating with other potential Commercial Partners.

Similarly, the geographical name of the organising resort and/or its logo, to the exclusion of any other name or logo, may also be identified in all official FIS Championships material as described in sub-clauses (a) v), (a) vi) above and the Advertising Rules set out in Appendix 1. Such identification shall not be commercially exploited and no third party may gain an association with the FIS Championships (directly or indirectly) through the use of such identification.

8.6.3 Data & Timing

With regard to the appointment of suppliers providing time-keeping and data processing services at the Venue, FIS will designate the same service provider as for the FIS World Cup, which at the time of signature of this Agreement is Swiss Timing, which will provide services in accordance with the timing and data technical specifications as given in Appendix 6.

The LOC acknowledges that the FIS has entitled the Rights Holder to appoint timekeeping and data processing Commercial Partners to the FIS Championships. Such Commercial Partners shall be entitled to on-screen credits injected into the International Signal produced by the Host Broadcaster in addition to the official FIS Website address www.fis-ski.com subject to applicable laws, regulations and relevant codes of practice.

The official World Championships TV graphics will be used for the International Signal. The costs of creating the World Championships 2025 graphics shall be borne

by the LOC. The LOC and FIS shall consult the Rights Holder in relation to the design and content in connection with the official World Championships TV graphics.

All costs relating to the provision and exploitation of time-keeping and data processing services (including, but not limited to the commentary information system) shall be borne by the LOC and deducted from the final two instalments of the consideration paid by FIS to the LOC.

The provision of facilities by the LOC for the service provider to carry out the time-keeping and data services (such as the timing cabin, power, connectivity, storage, transportation, accommodation, etc) and all other obligations in this regard to be provided by the LOC at its cost are described in the Technical Specifications document (Appendix 6).

The Rights Holder shall be authorised by FIS to have exclusive access to the Timing and Data feed for use on all platforms and all modes of exploitation, also independent from any broadcast, with the exception of the FIS official website and FIS applications.

8.6.4 Hospitality Rights

FIS has licensed to the Rights Holder the Hospitality Rights to the FIS Championships. The Rights Holder shall therefore have the right to market and exploit all Hospitality Rights, including organising and marketing hospitality packages and special arrangements for the Commercial Partners and for any other third parties at the Venues during the FIS Championships, at the Rights Holder's discretion, with the right to sub-license these Hospitality Rights in whole and/or partially to any third party.

The Rights Holder is responsible for any organisation and implementation issues regarding the Hospitality Rights, such as the installation of tents and booths, development of the hospitality structure etc. (for further details see clause 3.16.).

Should the Rights Holder licenses certain Hospitality Rights back to the LOC, the Rights Holder shall have the right to approve the appointment of public and LOC friends and family catering or other third party franchises in order to protect the exclusive rights of the Commercial Partners and the other terms and conditions for managing hospitality.

8.6.5 Media Rights

FIS has awarded to the Rights Holder the exclusive licence to exploit any and all Media Rights to the FIS Championships during and beyond the term of this Agreement and within the Territory and with the right to sub-license the Media Rights without restrictions to any third party.

"**Media Rights**" shall be understood in the widest sense of the term as it may be used from time to time including any and all audio-visual broadcast and exploitation rights related to the FIS Championships. Such rights include without limitation the following exclusive rights:

- (a) to film, produce and record the FIS Championships;

- (b) to reproduce, broadcast, communicate, exhibit and otherwise exploit and make available the FIS Championships by any and all existing or future media throughout the Territory, therein including by means of:
- any and all media, such as television, radio, Internet, mobile, wireless and any other communication systems;
 - any and all linear and non-linear transmissions, either on a free basis or on pay basis, therein including through pay-per-view, VOD, NVOD, OTT, catch-up, and any other similar offer or service for private or public viewing;
 - any and all kind and form of broadcast such as live, near-live, delayed, interactive, excerpts, news access, highlights and clips;
 - any and all technological means such as terrestrial waves, satellite, cable, Internet protocols including IP-TV, web-TV and SMATV, mobile distribution either point-to-multipoint like DVB-H/DAB/DMB and point-to-point like GPRS/EDGE/3G/4G/UMTS/LTE, any other wire or wireless networks and any closed circuit distribution;
 - any and all signals and technical formats, including analogue, digital, standard definition, high definition, virtual reality, augmented reality, interactive transmission, 4K, 8K, 3D, 4:3, 16:9 and any other screen-size, either in full-screen or otherwise;
 - any and all existing or future devices, including TV sets, PCs, laptops, tablets, interactive and gaming consoles, mobiles, smart-phones, portable and hand-held devices and other devices of any kind, including wearable devices such as I-watches, virtual reality, augmented reality or interactive glasses;
 - any and all other communication means now existing or that may become ready for use during the Term, with no exclusion, limitation or restriction;
- (c) to exhibit and broadcast the FIS Championships, in whole or in part, in any commercial premise or public and private place, establishment or location therein including in ships, airplanes, trains, buses, airports, train stations, hotels, restaurants, cafes, bars, pubs, shopping malls, sports and social clubs, leisure centres, fairs, shows, retail stores, hospitals, schools, gyms, prisons, military bases and facilities, cinemas, theatres or other similar locations;
- (d) to make and exploit any interview, programme, magazine, anthology, documentary, database related to the exploitation of the Rights, library and other productions of any kind which are, in whole or in part, based upon or related to the FIS Championships and to include still or moving images, sequences or excerpts of the FIS Championships in any interview, programme, magazine, anthology, documentary, database related to the footage, library and productions of any kind, therein including in advertisements, films, movies, shows or the like;
- (e) to record, reproduce and distribute still and moving images of the FIS Championships through any device, including without limitation through

DVDs, CDs, and USB flash drives, flash memory cards and any other data storage devices;

- (f) to use and exploit still and moving images of the FIS Championships in the context of any website, apps, social media and community of registered users (CRM), either on the Internet or any other network of interconnecting systems making use of TCP/IP software protocols or any equivalent or replacement protocols, regardless of the communications link used to connect the user to such network;
- (g) to use and exploit the FIS Championships as part of entertainment products and games such as electronic games, video-games, parlour-games or the like, and in conjunction with any gaming, product, facility or opportunity delivered or made available to the audience by any means;
- (h) to use and exploit the FIS Championships as part of and/or in conjunction or in association with betting or gambling online streaming services, in accordance with the FIS Rules (version in force at the time of signature of the Agreement) and applicable laws of the countries where the transmission or exploitation takes place;
- (i) to make, insert and display any commercial, advertisement, programme sponsorship and on-screen advertising, including virtual advertising, in any broadcast or exploitation of the FIS Championships, in accordance with the applicable laws of the countries where the transmission or exploitation takes place;
- (j) the Rights Holder has the right, but not the obligation to store the images of the FIS Championships through any archive or database and to use in cooperation with the FIS said archive and database for any commercial and non-commercial purposes, including data, statistic or research purposes;
- (k) to use the FIS Championships' names, logos and trademarks and any part or sequence of the FIS Championships for the purpose of advertising, publicising or exploiting the Media Rights hereunder;
- (l) to market, license and sub-license to third parties any of the above-mentioned rights being part of the Media Rights hereunder;
- (m) to adapt/transform and/or use all data and information arising during or from the FIS Championships or otherwise relating to the FIS Championships and/or the Competitions or any part thereof (including, without limitation, scores, athletes' statistics, GPS-position of athletes at any given moment (if available) etc.), in order to reproduce or imitate (wholly or partly) in virtual and/or graphical moving image form (including by way of animation by means of, e.g. avatar racers etc.) the FIS Championships and the scene of Competitions comprised therein, and the right to use and exploit such moving image reproductions or imitations;

The Rights Holder will act as Host Broadcaster and will produce or will appoint an experienced company to produce an International Signal of the FIS Championships and will provide the necessary Host Broadcaster services. The Rights Holder is exclusively entitled to exploit any and all intellectual property rights related to the International Signal during and beyond the term of this Agreement and within the Territory.

Any usage of footage intended by the LOC and the National Association of the organising country shall be subject to the Rights Holder's prior approval, to conform to the Rights Holder's media concept. FIS and the Rights Holder will at the latest six (6) months before the beginning of the FIS Championships consider and agree whether and how much footage can be made available to the websites of the FIS, LOC and the National Association of the organising country in order to promote the FIS Championships. Any usage of the International Signal must be for non-commercial purposes and must take into account any limitations imposed by the Agreements with the Rights Holder's Commercial Partners.

With the support of LOC and the Rights Holder, FIS will use its best efforts to ensure that no accredited persons other than Media Rights holders authorized by the Rights Holder will make recordings and/or videos within the accreditation area and use them on the internet and/or any other channel or digital platform particularly social media channels. It shall remain at the Rights Holder's sole discretion to offer to accredited persons the possibility to acquire the necessary licence to make recordings and/or videos and to use them on the internet and/or on digital or any other platforms and/or on social media channels.

In exploiting the Media Rights, the Rights Holder and the Commercial Partners shall be permitted, albeit without affecting the integrity and correctness of the FIS Championships, their results and the athlete performances, to cut, edit, record and copy the International Signal as well as to add their own commentary, their own graphics and/or to superimpose graphics or factual information, to add their unilateral footage, crawlers, cut-ins, synchronized and superimposed versions in accordance with the applicable broadcast legislation and any other common practice at the time in which the FIS Championships will take place.

The LOC acknowledges and agrees that costs (based on reasonable market process) in connection with the potential creation of a unique digital appearance in the form of a standardized look and feel, in order to strengthen the reputation and recognition of the FIS Championships, shall be shared by the LOC (see also clause 8.6.3.).

8.6.6 Intellectual Property Rights

FIS has licensed to the Rights Holder the exclusive and transferable Intellectual Property Rights to the Marks and the International Signal of the FIS Championships.

"Intellectual Property Rights" shall be understood in the widest sense of the term as it may be used from time to time including but not limited to all copyrights and rights related to the Marks, design rights, database rights, domain names and rights related to the production and distribution of the International Signal.

It is understood that the Intellectual Property Rights related to the Timing & Data Feed services will be determined by the Agreement negotiated with the provider of the Timing & Data Feed service provider, and the Rights Holder shall have access through its Agreement with the FIS.

The Intellectual Property Rights include without limitation the following rights:

- (a) to approve in conjunction with FIS the Event Logo(s) and Mascot to be designed and created by the LOC. The Event Logo(s) must include the official title "FIS World Ski Championships" as approved by FIS, in an official FIS language and may include reference to the year and Host City of such FIS Championships and be used by the FIS, the Rights Holder, its

Commercial Partners and the LOC to represent those FIS Championships only, and to the exclusion of any other logo.

- (b) to exploit the characters and items, trademarks or designs appearing in and in connection with the Marks through the manufacture and sale of articles including (without limitation) exploitation brochures, posters, activity books, toys, games including computer games or other computer software, statistics, stand-alone pictures taken from the International Signal, name and likeness of athletes, novelties, fabrics, apparel, food, drinks and similar goods, and through premiums and promotions containing or embodying or exploiting such characters, items, trademarks or designs.

As explained under Article 8.2, the LOC shall register all Marks in its name and subsequently transfer ownership to the FIS as a trade mark in a number of countries and classes defined in Appendix 4.2, allowing the Rights Holder, the Commercial Partners and any other authorised entities to make use of it without being restrained from doing so. It is expressly acknowledged and accepted that the ownership of the Marks belongs to FIS.

- (c) to use name and likeness of athletes and of the venue as far as legally permissible and to the extent that such rights are available to FIS. The LOC will use its best efforts to acquire all necessary third party rights in the most extensive manner and as far as legally possible.

The Rights Holder is not required to make any payment of any nature for or in connection with the exploitation of the Intellectual Property Rights. The Rights Holder may make, in its sole discretion, all decisions concerning the methods and manners of exploitation of the Intellectual Property Rights in connection with the Rights granted under this Agreement.

8.6.7 Collection and Use of Fan Data

FIS and the LOC acknowledge that, subject to all applicable laws and regulations:

- (a) the FIS, National Association and LOC may collect, register, hold or process personal data relating to fans and consumers of FIS Championships ('Fan Data'); and/or
- (b) the LOC may enter into arrangements with third party contractors, licensees or service providers ('Third Party Data Processors') under which such Third Party Data Processors may collect, register, hold or process Fan Data.

The FIS, National Association and LOC agrees that they shall, when collecting Fan Data or contracting with or otherwise appointing Third Party Data Processors, procure that FIS shall have the right to share, have access to, retain copies of, and process Fan Data collected by the FIS, National Association and LOC and Third Party Data Processors for the purposes of:

- (a) informing fans of skiing who are the subject of such Fan Data ("Fan Data Subjects") of news and information relating to the FIS and the National Association, their activities and events;

- (b) contacting Fan Data Subjects with information and marketing messages relating to the goods, services and future events of the FIS and the National Association and those of Commercial Partners.

(the 'Permitted Purposes').

To this end, the FIS, National Association and the LOC shall (and the LOC shall procure that Third Party Data Collectors shall) comply with all applicable law and regulation relating to data protection and privacy. The FIS, National Association and the LOC shall (and shall procure that Third Party Data Processors shall) establish and maintain suitable data collection and privacy policies, opt-in procedures, and terms of use to enable the lawful sharing of Fan Data with the FIS and the National Association for the Permitted Purposes. FIS and the National Association acknowledge that the LOC and Third Party Data Processors may only be permitted to lawfully share Fan Data with FIS where they have obtained an unambiguous consent from individual Fan Data Subjects to allow such sharing. The LOC shall regularly deliver upon request from FIS (and procure that Third Party Data Processors shall regularly deliver upon request from FIS) a copy in an agreed digital format of all Fan Data that the FIS the National Association are entitled to share and process pursuant to this clause.

Without prejudice to the Parties' obligations under Clause 2 of this Article, FIS and the LOC agree to establish a detailed data collection and sharing policy to further reflect and implement the obligations and aims set out in Clause 2 of this Article, and, upon request from FIS, the LOC shall enter into a separate data sharing agreement with FIS, to be negotiated in good faith.

8.7 Avoidance of so-called "ambush marketing"

Throughout the term of this Agreement and in particular during the period starting ten(10) days before and throughout the entire duration of the FIS Championships, the National Association, the City and the LOC shall not engage in any activities which in the reasonable opinion of the Rights Holder are deemed to have a material adverse impact on the marketing programmes relating to the FIS Championships. In particular:

- a) The National Association, the City and the LOC shall ensure that no marketing programmes organised by one or more clubs, sports organisations or any other public or private entity in the Host Country shall refer to the FIS Championships or any team, or imply any connection with the FIS Championships or any team.
- b) The National Association, the City and the LOC shall ensure that no sponsorship or marketing rights identified with the National Association, the City or the LOC, the FIS Championships or the period in which the FIS Championships will be held shall be granted without the written prior approval of the FIS and the Rights Holder.
- c) The National Association, the City and the LOC in agreement with FIS and the Rights Holder shall establish clearly defined physical parameters for the Venue and shall ensure that the Venue and all areas in the vicinity of the Venue are protected to the fullest extent possible from third party "ambush marketing" activities (namely attempts by third parties to obtain, in the Rights Holder's reasonable opinion, an association with the FIS Championships,

whether direct or indirect), including but not limited to, the placing of advertisements, hoardings, inflatables, temporary retail outlets and the like.

- d) The City shall not provide any authorisations (i.e. for public display of billboards or posters, for the placement of any kind of sales stands or the staging of any promotional activity) in the vicinity of the Venue and it shall take all possible measures to enforce such limitations.

The National Association, the City and the LOC further acknowledge and agree that:

- a) product/service exclusivity is essential to the success of the FIS and the Rights Holder marketing programme,
- b) they shall use their best efforts, and assist the Rights Holder, to generally prevent ambush marketing activities, i.e. any activities which, in the reasonable opinion of the Rights Holder and the FIS, may have a material adverse impact on the Rights Holder's marketing and exploitation of any of the Rights (namely attempts by third parties to obtain an association with the FIS Championships, whether direct or indirect)..

8.8 Consideration

In consideration of the Parties' respective rights and obligations hereunder FIS will make a payment of CHF 13.300.300,00 (thirteen million three hundred thousand) gross to include any taxes, fees, charges, costs of whatever nature which may be due in connection with the present agreement to the LOC according to the following payment schedule:

Installment	Payment Terms	Nordic Events	
		CHF	%
1 st	15.10.2020	210'000	1.58%
2 nd	15.12.2021	210'000	1.58%
3 rd	15.12.2022	210'000	1.58%
4 th	15.12.2023	280'000	2.11%
5 th	15.05.2024	700'000	5.26%
6 th	15.11.2024	1'225'000	9.21%
7 th	15.01.2025	1'750'000	13.16%
8 th	15.02.2025	2'887'500	21.71%
9 th	15 days after last day of event	2'800'000	21.05%
10 th / final	45 days after last day of event	3'027'500	22.76%
	Total	13'300'000	100.00%

FIS shall deduct from the final two (2) instalments the following amounts:

- a) the value of all Value In Kind (as defined in Clause 8.10 below); and
- b) the fee of CHF 400'000 (four hundred thousand Swiss Francs) payable by the elected organisers as provided for in Article 5.1.4 of the FIS Rules for the Organisation of the World Championships;
- c) the cost of the provision of time-keeping and data processing services as set out in Clause 8.6.3 of the Agreement;

8.9 Payments made under this Agreement shall be made in accordance with the Bank details to be provided in writing by the LOC to FIS as soon as possible after the election on 3rd of October 2020 if not before: Delivery of Facilities to the Rights Holder

The LOC agrees as follows in relation to the delivery of certain facilities to the Rights Holder:

a) to provide, free of charge, at the Venue from the date at least six (6) weeks before the start of the FIS Championships, during the FIS Championships, and for one (1) week thereafter in cooperation with the Rights Holder, the infrastructure, the facilities, the technical support (including transport) and the services of no less than 10 persons to be at the entire and exclusive disposal of the Rights Holder from twelve (12) days before the start of the event until the end of dismantling work of cabling etc., necessary to enable the Rights Holder to exploit the Rights. The infrastructure, facilities and services to be provided shall include but not be limited to:

- the construction and installation of starting huts,
- assistance with cabling,
- fencing along the course and inside the stadium,
- appropriate structures in the starting and arrival areas,
- course markers,
- podiums, and
- such other installations or surfaces (but excluding installations or surfaces which are constructed or required solely for advertising purposes) as may be required by the Rights Holder to exploit the Rights,
- three (3) fully equipped offices (including W-LAN, printer, office equipment such as desks, chairs etc.) and storage space for the Rights Holder (about 200 m2 close to the finish area; final decision shall be subject to site visit); locker room for implementation service crew (3 containers) and one (1) room to be used for repair works,
- helicopters, skidoos and other required/efficient transport means to allow the transport of television equipment and advertising material,
- to set up the race courses and make the necessary arrangements to enable a full camera test one (1) day before the start of the first Competition of the FIS Championships,
- suitable access to allow all reasonable requests in relation to broadcasters' multilateral and unilateral coverage of the Competitions and thereby allowing for the full exploitation of the Media Rights,
- sufficient power supply for all marketing-relevant working/implementation issues.

Any and all details in this respect shall be agreed between the Rights Holder and the LOC well in advance of the FIS Championships in form of respective separate arrangements (e.g. "Infrastructural Requirements", Site Inspections etc.).

- b) to provide without prejudice to the generality of the foregoing such other infrastructure to enable the Rights Holder to implement all provisions detailed in the Advertising Rules (Appendix 1);
- c) to ensure that the LOC and/or National Association will provide the necessary infrastructure in order that the Rights Holder may implement all provisions detailed herein, including but not limited to such infrastructure set out in the Technical Annex (Appendix 3);
- d) to ensure that the Venue is clean and free of all commercial or sponsorship identification or branding from the date ten (10) days prior to the first event of the FIS Championships and until twenty four (24) hours after the last event of the FIS Championships;
- e) that the precise layout of those parts of the competition area where advertising is to be placed shall be established by the Rights Holder in consultation with the LOC and FIS and subject at all times to the reasonable directions of FIS in matters of safety and emergency situations;
- f) to ensure that no person shall unreasonably prevent the Rights Holder from fully exploiting the Rights;
- g) to supply the Rights Holder with the accreditations and passes including parking passes as detailed in articles 3.13.1,
- h) that any product and/or service to be supplied to the LOC and/or the FIS and/or the National Association in respect of which a Commercial Partner has been granted product category exclusivity by the Rights Holder must be sourced from such Commercial Partner to the exclusion of any other supplier. (E.g. a car pool of a Commercial Partner must be used by LOC/FIS/National Association, e.g. for shuttle service at the venue or to the airport etc.)

In the event that:

- a) such Commercial Partner is unwilling to meet the reasonable specifications of the LOC and/or the National Association; or
- b) in response to the request of the LOC and/or the National Association, such Commercial Partner quotes a price which exceeds the legitimate price quoted in writing by the supplier of choice of the LOC and/or the National Association for equivalent goods or services, (such price being established by taking also into account any quality and branding criteria which may be relevant as to ensure that any Commercial Partners will be treated at arm's length with any third party intending to supply the LOC and/or the National Association and any "dumping" price offered by a third party supplier not being considered but reassessed according to the standard market prices of such third party); and
- c) such Commercial Partner has been given the opportunity to match the lower quote of the supplier of choice of the LOC and/or the National Association, such lower quote being established according to b) above

then the LOC and/or the National Association may, subject to the Rights Holder's prior written approval, such approval not to be unreasonably withheld or delayed, source such products and/or services from the supplier of its choice always provided that such supplier of choice shall not be entitled to any brand or corporate

identification that is apparent on the Venue or to any other association with the FIS Championships.

8.10 Budget - Treatment of Value-In-Kind (VIK)

The Rights Holder may, on written request by the LOC or upon the Rights Holder's proposal - subject to LOC's approval, not to be unreasonably withheld - supply Value-In-Kind to the LOC, in which case the value of the Value-In-Kind shall be deemed to be the market value (excluding Value Added Tax) of such goods or services that the LOC would have been required to pay at arm's length. The market value of such goods or services shall be as agreed in writing between the Rights Holder and the LOC, and acknowledged by FIS.

Where the Rights Holder enters into any agreement and/or other arrangement with a third party for the provision of Value-In-Kind in relation to the FIS Championships, then the value of such Value-In-Kind, shall be set off against the penultimate and, to the extent necessary, the last instalment of the consideration payable from the Rights Holder to FIS and from FIS further to the LOC for the FIS Championships.

The party benefiting from Value-in-Kind (whether the Rights Holder or the LOC) shall be responsible for insuring any services and/or products supplied as Value-in-Kind according to Article Clause 8.10). If both Parties benefit, the Parties will share any related insurance costs and will determine in good faith who will act as contact person and will be responsible for administrative issues.

LOC will provide as soon as possible a list indicating LOC's required items which may be linked to potential VIK provided by the Rights Holder.

8.11 Reduction in Payment

- a) The LOC accepts that according to the agreement between FIS and the Rights Holder, the latter shall be entitled to make reductions in payments to the FIS if the infrastructure and facilities and the services to be provided by the LOC are not delivered in time or are of unsatisfactory quality.
- b) In particular, if the LOC does not deliver the infrastructure, facilities and/or services specified in the Technical Annex and pursuant to this Agreement to the full satisfaction of the Rights Holder, and:
 - (i) the Rights Holder has notified FIS and the LOC in writing of such non-delivery giving the LOC reasonable time to remedy such non-delivery (if capable of remedy), and;
 - (ii) such non-delivery has, in the reasonable opinion of the Rights Holder, a material adverse effect on the Rights,

then FIS shall be entitled to make an equitable reduction in the consideration payable to the LOC in respect of the FIS Championship. The amount of such a reduction shall be determined in good faith between the Rights Holder, the LOC and FIS.

- c) In the event of documented breaches of delivery of the infrastructure, facilities and services specified in the Technical Annex (Appendix 3) in the Agreement and in particular in Clause 8.9 above which are not timely remedied by the LOC, FIS shall be entitled to withhold the amount claimed from the last

payment of consideration due to the LOC through FIS in respect of the FIS Championships. The amount of such a withholding shall be determined in good faith between the LOC and FIS, after consultation with the Rights Holder.

- d) If the FIS Championships or any Competition(s) constituting part of the FIS Championships is or are cancelled for any reason whatsoever (other than due to a Force Majeure Event), (by way of clarification and not limitation a Competition is deemed to have been cancelled if the results do not count as World Championships results), the FIS shall give written notice to the LOC of the occurrence of such event and any action required to resolve it (if capable of solution). If the problem is not resolved within a reasonable period or is incapable of resolution, the Parties will meet as soon as possible to discuss the impact of the non-staging of the FIS Championships or any Competition and shall agree in good faith without delay an appropriate reduction in the consideration payable by the FIS to reflect such non-staging. Appendix 5 sets out the percentage value for each race of the FIS Championships which shall be used in calculating the reduction referred to herein.
- e) Until such time as the amount of the reduction has been agreed, the FIS shall have the right to suspend its payment obligations hereunder. The National Association, the City, the LOC and FIS will use reasonable endeavours at all times to reach a resolution of any such discussions as expeditiously as possible. If any monies have been paid by the FIS prior to the FIS Championships and which exceed the amounts that should have been paid following the reductions agreed by the parties pursuant to this Clause 8.11, then the LOC shall promptly reimburse all such prepaid monies.
- f) The amount payable by FIS to the LOC shall be reduced pro rata where the LOC does not organise or stage the FIS Championships in accordance with this contract and/or is responsible for an impairment, material devaluation or non-delivery of the Rights to the Rights Holder.
- g) Furthermore, if the FIS reasonably determines that the preparations for the FIS Championship are not being fulfilled by the National Association, the City or the LOC, it shall be entitled to notify the National Association, the City and the LOC, jointly and/or severally by registered mail or e-mail, that they are in default, (such notification setting out the alleged default in sufficient detail to enable the National Association, the City and the LOC to rectify the default) and withhold some or all of the next due payment(s) until such time as the preparations are, in the reasonable opinion of FIS, on track.

8.12 Insurance

At all times during the terms of this Agreement, the LOC shall carry and maintain in full force at its own expense appropriate insurance policies with first class insurance companies including, but not limited to those insurances set out below. Such policies shall include a provision requiring a minimum of thirty (30) days' notice to FIS or the Rights Holder in the event of change or cancellation.

- a) Comprehensive General Liability insurance in an amount to be approved by FIS and the Rights Holder including but not limited to the following coverages: Contractual insurance; personal injury; premises insurance, product/completed operations hazard; broad form property damage; independent contractors; and explosion, collapse and underground hazards.

- b) Comprehensive Automobile Liability on all vehicles used in connection with their hosting of the FIS Championships and which are being provided by, or have otherwise been sourced by or on behalf of, the National Association, the City or the LOC, in an amount of minimum CHF 1'000'000 (one million Swiss Francs) combined single limit for bodily injury and property damage per occurrence.
- c) Employee's Liability insurance in accordance with relevant local regulations for all LOC employees to be engaged in service and in case services are sub-contracted, shall require the sub-contractor similarly to provide the Employee's Liability insurance for all the latter's employees to be engaged in such services.

The LOC shall provide the FIS and the Rights Holder with certificates of insurance evidencing the policies listed above prior to the commencement of services. FIS and the Rights Holder shall be named as an additional named insured for all insurance related to the FIS Championships.

Without prejudice to the generality of the foregoing, each Party shall take out contingency insurance to cover its own possible financial loss caused by a cancellation of the FIS Championships. FIS can provide the LOC assistance with details of the brokers that will insure the FIS financial risk in this regard.

9 TELEVISION AND RADIO BROADCASTING OF THE FIS CHAMPIONSHIPS

9.1 The Rights Holder as Host Broadcaster

The Rights Holder acts as Host Broadcaster under the conditions of the FIS Rules and this Hosting Contract and Appendices. The LOC shall conclude with the Rights Holder, as Host Broadcaster, an operational agreement which will define the rights, obligations, activities and responsibilities of each party regarding the provision of the infrastructure and facilities to meet the needs of the Host Broadcaster not already covered in the Hosting Contract and the Appendices. In this respect, the LOC shall make available, at its expense, the facilities, equipment and personnel set out in the Technical Annex relating to the Host Broadcaster requirements of the FIS Championships.

9.2 Press facilities and services

The LOC shall make available, at its expense, the facilities, services and other requirements for the written and photographic media at the FIS Championships, as defined in the document entitled "Public Relations and Media Work FIS World Ski Championships" (hereinafter referred to as the "FIS PR and Media Guide") a copy of which the LOC hereby acknowledges it has safely received and accepted its contents.

All such facilities, services and other requirements for the written and photographic media for their use shall be provided free of charge by the LOC unless expressly specified otherwise in the "FIS PR and Media Guide". In the latter case, the prices shall be set out in a rate card, subject to the prior approval of the FIS. WiFi access in the Media Centre(s) and media area of the mixed zone(s) will be free to all media.

The results service, in a format to be determined by the FIS, shall be available for transmission to the FIS database and the international media agencies recognised by the FIS.

10 OTHER OBLIGATIONS

10.1 Medical Services

The LOC shall set up and operate during all Competition times (training and Competitions) an appropriate and complete safety/rescue service. Details of what is to be provided are given in the FIS Medical Guide.

10.2 Doping Controls

The LOC is responsible for conducting the doping controls for In-Competition Testing at all Competitions at the FIS Championships (6 tests per Competition) as defined in the FIS Anti-Doping Rules. The relevant documents can be found on the following links of the FIS website:

"FIS Medical Guide and Recommendations":

<https://www.fis-ski.com/en/inside-fis/governance/medical-iss>

"FIS Anti-Doping":

<https://www.fis-ski.com/en/inside-fis/governance/fis-anti-doping>

For additional doping controls carried out by FIS at the FIS Championships, over and above the requirements for the six (6) in-Competition (blood and urine) controls per event that are paid for by the Organising Committee, FIS will organise these and cover the costs thereof.

The FIS shall be free to withdraw the right to host the Event, awarded to the National Association, without any compensation or penalty to the National Association, if the country in which the Event shall take place, or the respective National Anti-Doping Agency has been ruled non-compliant with the World Anti-Doping Code and declared ineligible under the WADA International Standard for Code Compliance by Signatories.

FIS shall withdraw the hosting right as soon as possible (but no later than 30 days) after the declaration of non-compliance with the World Anti-Doping Code has become enforceable.

The FIS shall be entitled to reimbursement of any Event-related payments already made to the Organizer and to full compensation.

The LOC should also ensure the application of the FIS Snow Safe policy, which can be consulted on the following link

<https://www.fis-ski.com/en/inside-fis/governance/snow-safe>

10.3 Weather Services

Nordic Skiing events are dependent on the weather. The LOC is required to employ an accurate state of the art weather forecasting system to enable the Jury to make decisions about the programme and the preparation of the courses based on sound information.

10.4 Test Events

FIS and the LOC recognise the value of the organisation of competitions in the season(s) preceding the FIS Championships. Accordingly, no later than ten (10) months prior to the FIS Championships (season 2023/24) a FIS World Cup competition ("the Test Competition") shall be organised at the Venue in order to test all relevant facilities and services to be provided at the FIS Championships.

In the event that the Rights Holder does not own the Media Rights in relation to such FIS World Cup competitions, the LOC and/or the National Association shall use its best efforts, upon request of the Rights Holder, to grant to the Rights Holder a first option to acquire these Media Rights in relation to such World Cup competitions so as to enable the Rights Holder to produce the International Signal and to organise the related TV production including the international coordination. In any event, the Rights Holder shall be permitted to be on site with an inspection group, wherefore the Rights Holder will be granted full access as observer to any zone and unit, including the TV compound, OB van of Host Broadcaster, attendance at any TV meeting, inspections and similar. Additionally, the Rights Holder shall be consulted in all production issues.

10.5 Report on conclusion of the FIS Championships

The LOC shall publish its report referred to in the "FIS Rules for the Organisation of FIS World Championships" in at least English and where possible in both print and digital formats. The LOC shall submit to the FIS for approval a detailed outline of the contents of the report and submit the proofs of the content of such report to the FIS for its approval before it is printed, and provide the FIS with sufficient time to grant such approval prior to publication. After its publication, ten (10) copies shall be delivered by the LOC to the FIS (or to its order) free of charge. The LOC shall also deliver one copy, free of charge, to each of the National Ski Associations participating in the FIS Championships and the FIS jury members (technical officials).

In spring 2026, the final report will be submitted by the National Association and its LOC to the International Ski Congress.

10.6 Debriefing

Upon the conclusion of the FIS Championships, the LOC, its National Ski Association, FIS and the Rights Holder shall meet at the debriefing that will be organised in spring 2025 at the Venue of the FIS Championships in 2027 with a view to evaluating all aspects of the FIS Championships with representatives of the 2027 and 2029 organisers. This ensures the involvement of all key persons from the LOC of the FIS Championships in 2027 and 2029, the majority of whom should be in place by that stage, in order to pass on experiences and lessons to the Organising Committees of the FIS Championships in 2027 and 2029.

The LOC of each FIS Championships has a key responsibility for providing knowledge and experience gained to the next organisers. Consequently the travel

expenses and accommodation for three to four key persons associated with the debriefing are covered by the organisers of the next Championships. Similarly the LOC will be responsible for covering the travel and accommodation expenses of three to four persons from the Organising Committee of Planica (SLO) 2023 to participate at the debriefing in the City in spring 2025.

Therefore three to four key persons from the LOC will be required to attend the debriefing in spring 2025 at the Venue of the 2027 Championships, and their expenses will be paid for on the same basis.

11 TERMINATION

11.1 Termination of Agreement

The FIS shall be entitled to terminate this Agreement immediately upon written notice and to withdraw the FIS Championships from the City;

- a) if the covenant of the Government of the Host Country (as referred to in Clause 2.2 of the Agreement) is not respected; or
- b) if there is a violation by the National Association, the City or the LOC of any material obligation set forth in this Agreement, the FIS Statutes and the FIS International Ski Competition Rules or the applicable law. Should the FIS intend to terminate this Agreement and withdraw the FIS Championships, it shall (provided there is no need for urgent action) proceed as follows:
 - (i) if the FIS determines that any such obligation has been or is being violated by the Host Country, the National Association, the City or the LOC, it shall be entitled to notify the National Association, the City and the LOC, jointly and/or severally, by registered mail and/or e-mail (with confirmation copy sent by registered mail) or special courier with acknowledgment of receipt, that it (they) is (are) in default and to call upon any or all of such parties to remedy or cause to be remedied the violation(s) specified by the FIS within thirty (30) days of the date of such notice. However, if, on the day on which such notice is sent by the FIS, the period remaining until the date of the opening ceremony of the FIS Championships is less than sixty (60) days, the period in which the breach should be remedied shall be reduced to five (5) days, and if the period is less than two (2) weeks prior to the first race of a FIS Championship and expiring at the end of the last race of such FIS Championship, the period in which the breach should be remedied shall be reduced to forty-eight (48) hours;
 - (ii) if, following a notice served in accordance with paragraph i) above, the violation(s) ascertained by the FIS has not or have not been remedied to the reasonable satisfaction of the FIS within the deadline set forth in the said paragraph (i), the FIS shall then be entitled, without further notice, to withdraw immediately the organisation of the FIS Championships from the National Association, the City and the LOC and to terminate this Agreement with immediate effect, without prejudice to the FIS' right to claim any and all damages. In case of withdrawal of the FIS Championships by the FIS or termination of this Agreement by the FIS for any reason whatsoever, the National Association, the City and the LOC hereby waive any claim and right to

any form of indemnity, damages or other compensation and hereby undertake to indemnify and hold harmless the FIS, its members, employees, consultants, agents, the Rights Holder and other representatives, from any third party claims, actions or judgments in respect of such withdrawal or termination. It is the responsibility of the LOC to notify all parties, with whom it contracts, of the content of this section.

- c) if the National Association or LOC becomes insolvent or bankrupt or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or part of its property or assets or an order is made or resolution passed for the winding up of such party.
- d) Under any other circumstances stipulated elsewhere in this Agreement.

Each Party shall have the right to terminate this Agreement for cause under Swiss law ("aus wichtigen Gründen"), if the cooperation becomes definitively impossible for reasons attributable to the other Party. For purpose of this clause, the National Association, the City and the LOC shall be considered as one Party.

12 MISCELLANEOUS

12.1 Damages

The FIS may determine that a default may be cured by payment of damages and shall be entitled to withhold a reasonable amount sufficient for such purposes from any payment due to the LOC. In such event, the LOC shall have the burden of establishing that such amount was unreasonable in the circumstances. Should the amount withheld not be sufficient to cover the damages, then FIS will request reimbursement of monies already paid up to the amount of the damages incurred by FIS.

12.2 Delegation by the FIS

The FIS may delegate, at its discretion, authority for the implementation of this Agreement to such persons as it may designate from time to time.

12.3 Assignment by the National Association, the City or the LOC

The National Association, the City and the LOC may not assign any rights or obligations under this Agreement or the FIS Rules, in whole or in part, without the prior approval of the FIS and the Rights Holder.

12.4 Relationship of the Parties

This Agreement does not constitute either of the Parties hereto the agent of any of the other parties or create a partnership, joint venture or similar relationship between any of the parties, and no party shall have the power to obligate or bind any other party in any manner whatsoever other than in accordance with the terms of this Agreement or unless it has its consent in writing. The Parties hereto shall act in all respects as independent contractors.

12.5 Governing law and resolution of disputes; waiver of immunity

This Agreement is governed by Swiss law. The Parties warrant that they will at all times from signature of this Agreement until the end of the FIS Championships and its final and complete execution comply with all applicable laws (incl. without limitation anti-corruption laws and sanctions laws). 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.

Where a claim or dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination is not settled by negotiation, the Parties will consider using mediation before resorting to arbitration. If either party does not wish to use, or continue to use, mediation, or mediation does not resolve the dispute, either party may proceed with arbitration.

In the event that a party proceeds with arbitration any claim or dispute arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts, by a three-person arbitral tribunal in accordance with the Rules of Arbitration for the time being in force of the International Chamber of Commerce, one arbitrator to be appointed by each party and the third by the appointed arbitrators. The proceedings shall be conducted in English and shall take place in Zurich, Switzerland. The decision of the arbitral tribunal shall be final and binding on the Parties.

The Parties hereby expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action initiated by another Party.

The National Association, the City and the LOC agree that such actions and any other notices shall be validly served.

12.6 FIS Rules and safety of athletes

For the purposes of this Agreement, the FIS Rules mean the FIS Rules in force on the date of execution of this Agreement. Notwithstanding the foregoing, the FIS reserves the right to amend the FIS Rules with respect to the safety of athletes and for such purposes the version of the FIS Rules which is current at the time of the FIS Championships shall prevail, it being understood that the costs of implementing any such changes are to be paid by the LOC.

12.7 Rules for the Organisation of FIS World Championships

The following items are defined in the above-mentioned Rules for the Organisation of FIS World Championships and are therefore not mentioned or referred to in detail in this Hosting Contract:

- Eligibility of Participants
- Number of Competitors and Officials
- Invitations and Entries
- Control by Technical Delegates and Emergency Committee
- Appointment of FIS Officials

- FIS Organisational Aspects
- Prizes
- Team Accommodation Standards and Meals
- Qualification for Free Accommodation
- Official Ceremonies
- FIS Corporate Identity
- as well as other elements that may be introduced by the FIS Council from time to time

12.8 Precedence of this Agreement

Should there be any conflict between the provisions of this Agreement and the FIS Rules, the provisions of this Agreement shall take precedence.

12.9 Authorisation of signatories

Each of the Parties hereto represents and warrants that the persons executing this Agreement on its behalf have been duly and properly authorised to execute this Agreement and that all necessary formalities in that regard have been duly and properly performed.

12.10 Headings

The headings given to each section of this Agreement are for convenience only. They shall not be deemed to affect in any way the meaning of the provisions to which they refer.

12.11 Entire Agreement

This Agreement contains the full and complete understanding between the Parties hereto, supersedes all prior agreements and understanding, whether written or oral, and may not be modified except by written instrument signed by the Parties hereto.

12.12 Confidentiality

The Parties hereto shall at all times keep confidential (and ensure that their employees and agents keep confidential) the terms of this Agreement and any confidential information which they may acquire in relation to the other party and to the Rights Holder and its Commercial Partners business or affairs, and they shall not disclose or use such information except; (i) with the consent of the other party or the Rights Holder and its Commercial Partners (as applicable) or, (ii) if such information has come into the public domain otherwise than by breach by that party of this Clause or (iii) in the case of information relating to that other party to be used with the consent of that other party for the purposes of organising and hosting the FIS Championships hereunder or (iv) as required by law or other legal regulations.

Notwithstanding the aforementioned provisions of this Clause 12.12., the LOC as well as the FIS shall be entitled to disclose the provisions of this Agreement to the Rights Holder, but not to any Commercial Partners (except as they are affected), as they affect the activities and responsibilities of the Rights Holder.

12.13 Notices

All notices to be given by any party to this Agreement shall be in writing and may be delivered personally or by registered delivery or sent by e-mail (with confirming copy sent simultaneously by registered mail), addressed to the addressee which is set out at the beginning of this Agreement or such other business address that may from time to time be notified to the other party at its address for such purpose.

Any such notice shall be deemed to be received:

- (a) in the case of personal delivery, at such time of personal delivery, or if not on a working day on the next working day;
- (b) in the case of registered delivery forty-eight (48) hours after registration;
- (c) in the case of e-mail, upon transmission (confirmed with a delivery notification), or if not on a working day, on the next working day.

All notices to FIS shall be marked for the attention of:
Sarah Lewis, Secretary General (e-mail: lewis@fiski.com).

All notices to the NSA shall be marked for the attention of:

All notices to the City shall be marked for the attention of:

All notices to the LOC shall be marked for the attention of the responsible person once the LOC has been created.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
AT THE PLACE AND ON THE DATE FIRST ABOVE MENTIONED

THE INTERNATIONAL SKI FEDERATION

Gian Franco Kasper
President

Mats Aries
Vice-President

Date:

THE NATIONAL SKI ASSOCIATION OF NORWAY



Erik Røste
President




Ingvild Bretten Berg
Secretary General

Date: 3/10-2020

TRONDHEIM MUNICIPALITY

Rita Ottervik
Mayor



Morten Wolden
Chief City Executive Officer

Date: 3/10-2020

Appendices

The following appendices form an integral part of this Agreement. The National Association, the City and the LOC agree to be bound by the contents of all the following appendices:

1. Advertising Rules for the FIS Nordic World Ski Championships
2. FIS Championships and their composition
3. Technical Annex
4. Marks
5. Race Values/Reductions
6. Timing and Data Technical Specifications
7. Structure of the Report to the FIS Council

APPENDIX 1

ADVERTISING RULES OF THE FIS NORDIC WORLD SKI CHAMPIONSHIPS

As owner of all marketing and sponsorship rights, the Rights Holder is free to install the advertising and its presentation as it wishes. However, the FIS Advertising Rules are to be considered as the basic advertising principles for advertising presentation at the World Championships, and these can be accessed through the following link.

<https://assets.fis-ski.com/image/upload/v1570606257/fis-prod/assets/Advertising Rules Alpine Nordic Edition 2019 20 - revised October 2019.pdf>

The FIS Advertising Rules are subject to change and will be updated accordingly, subject to a prior agreement between FIS and the Rights Holder.

The Rights Holder will be free to negotiate with the Commercial Partners the benefits they will receive. The final configuration of the overall marketing concept as well as the corresponding advertising opportunities/means (e.g. potential special advertising means/opportunities) at the Venue will be notified to the FIS and LOC by the Rights Holder well in advance of the World Championships, i.e. normally no later than 12 months prior to the start of the World Championships.

The Parties acknowledge and agree that the FIS Nordic World Ski Championships 2019 in Seefeld/AUT shall constitute the benchmark in terms of the overall marketing concept and corresponding advertising opportunities/means.

The responsibilities of the LOC in providing infrastructure, services and personnel will remain as detailed in the Agreement.

APPENDIX 2

FIS CHAMPIONSHIPS AND THEIR COMPOSITION

List of Competitions comprised within the FIS Championships

Nordic Disciplines

Cross-Country

Ladies Sprint
Ladies 7.5 km/7.5 km Skiathlon C/F
Ladies 10 km C/F*
Ladies 30 km Mass Start C/F
Ladies Team Sprint
Ladies 4 x 5 km relay

Men's Sprint

Men's 15 km/15 km Skiathlon C/F
Men's 15 km C/F*
Men's 50 km Mass Start C/F
Men's Team Sprint
Men's 4 x 10 km relay

(*Including additional Qualification race, if necessary based on the number of entries)

Nordic Combined

Ladies Nordic Combined
Men's Nordic Combined Sprint
Men's Nordic Combined Individual
Men's Team Nordic Combined
Men's Nordic Combined Team Sprint

Ski Jumping

Ladies Normal Hill Individual Jump
Mixed (men's and ladies) Normal Hill Team Jump
Men's Normal Hill Individual Jump
Ladies Large Hill Individual Jump
Men's Large Hill Individual Jump
Men's Large Hill Team Jump
Ladies Team Jump

APPENDIX 3

TECHNICAL ANNEX

Definitions:

Agreement	means the agreement signed between the FIS and Infront granting the right to Infront to exploit media and commercial rights on an exclusive basis for the FIS Alpine and Nordic World Ski Championships to be organised in 2023 and 2025.
FIS Championships	means individually or collectively depending on the context the FIS Alpine and Nordic World Ski Championships held in 2023 and 2025
FIS	means the Fédération Internationale de Ski.
Host Broadcaster (HB)	means Infront and/or the organisation/company appointed by Infront to be responsible for creating, producing and delivering the International Signal of each FIS Championships in accordance with Clause 7 of the Agreement, this Technical Annex and for providing the International Signal of each FIS Championships for international distribution, together with broadcast facilities and technical services, to other broadcasters.
Infront	means Infront Sports and Media.
International Signal (IS)	means the signal (picture and sound) to be produced in High Definition by the HB and which shall consist of a colour television picture with graphics and necessary related background sound and effects (international sound), as further elaborated in this Annex.
Local Organising Committee (LOC)	means the National Association (NA) or the entity appointed by such NA to host a FIS Championships and undertake the arrangements of organising such FIS Championships following selection by FIS.
Price List	means the document that regulates the financial relations between the LOC and the HB. The Price List shall be negotiated and agreed upon by the LOC and the HB reflecting actual market prices with respect to such technical and administrative resources and other services which the LOC will provide to and/or for the needs of the HB and/or the UBs and/or the RHs, and for which resources and services the LOC is, as explicitly stated in paragraph/chapter 4 "guide to financial responsibilities" table. The charges under the Price List shall be set at levels sufficient to reimburse the LOC's costs reasonably incurred and related to the resources and services concerned but excluding any element of profit.

Rate Card	means the document that regulates the financial relations between the HB and the UBs/RHs and which document shall, consequently, specify the charges payable by the UBs/RHs to the HB with respect to technical and administrative resources and other services provided by or via the HB to the UB/s/RHs (including but not limited to resources and services for the needs of UBs/RHs where the resources and services shall be and/or have been - in accordance with the LOCs obligations under this Agreement - provided by the LOC, regardless of whether or not the LOC is entitled to compensation for the provision of such resources and/or services under this Agreement).
Rights Holder(s) (RH)	means any media organisation (including Unilateral Broadcasters) that has been licensed by Infront the Media Rights to a FIS Championships.
Unilateral Broadcaster/UB	means any media organisation which has been appointed by Infront or licensed the right to broadcast from and to use on-site facilities and services at a FIS Championships.
Venue(s)	<p>shall mean any and all places and areas at the Host Cities controlled by FIS and/or by the LOCs, including without limitation the Competitions starting area including installations and huts, the course, including the official warm-up and competition areas, the finishing area, any location used for hospitality, Commercial Affiliates activities, award ceremonies and award presentations, the media centre(s), the IBC & TV Compound, the air space above the aforementioned areas, the official FIS/LOC Championships ski festival (village/fan mile), the areas where an accreditation is required and any other area associated with the FIS Championships as may be agreed between Infront and FIS within the FIS Coordination Group and which shall be clean of any advertising except the advertising expressly allowed by Infront.</p> <p>It is recognised that FIS has a preference, that the FIS Championships take place and be organised in one (1) Venue with one (1) integrated infrastructure (in particular in terms of TV/media production, IBC, VIP hospitality area, public catering area, sponsor activation area etc.). If in exceptional cases and after agreement with FIS a LOC presents its candidature, using more than one (1) Venue and as a consequence requires more than (1) integrated infrastructure, FIS must ensure that the LOC will provide an appropriate infrastructure at all Venues. Moreover, the LOC will participate to an appropriate extent in any additional costs incurred by Infront (e.g. in connection with VIP hospitality, TV/media production, installing advertising boards etc.). Infront will provide FIS (and LOC) with written details regarding the additional costs incurred which will be used as the basis for any cost sharing between FIS, LOC and Infront.</p>

1. Preamble:

The purpose of this Technical Annex is to set out the respective responsibilities of the HB and the LOC in relation to the production and distribution of the International Signal as well as the provision of facilities and services to visiting broadcasters at a FIS Championships.

This document forms the basis of the agreement to be established between the HB and the LOC. Its contents were established in 2019 and are to be considered as a minimum standard for the FIS World Championships in 2023 and 2025, it being understood that the parties will agree to modifications and improvements in line with the development of technology and the specifics/characteristics of the Venue(s).

The HB is responsible for producing and distributing the International Signal for a FIS Championships and for providing technical, broadcasting and other facilities and services to Unilateral Broadcasters and other Rights Holders as authorised by Infront. The HB shall perform its responsibilities in a professional manner to the highest standards of quality appropriate to a sporting event of international importance.

The LOC is responsible for executing the organisation of the FIS Championships and for providing, both before and during the FIS Championships, the necessary infrastructure and facilities to enable the HB to fulfil its responsibilities and for the RHs and other involved parties to exploit the acquired rights. This organisational and technical infrastructure is required to satisfy the demands of an international broadcasting operation, and for the HB to deliver the related services according to current industry standards.

Within this Annex, and the responsibilities that arise from it, the LOC is the party responsible for staging the FIS Championships and for assuming those tasks and duties delegated to it by FIS and the respective National Ski Association.

It is noted that FIS shall ensure that Infront shall have a representative on the decision making bodies of the LOC and will be fully involved at all times in respect of all issues which may affect the exploitation of the Rights, be included in all material communications and receive all documentation regarding the FIS Championships affecting the exploitation of the Rights, while being entitled to attend all relevant meetings and/or discussions of the LOC and to have access to all decisions which may affect the exploitation of the Rights. Infront's representatives shall be regarded as members of the LOC, with voting rights only for issues which may affect the Rights, and shall have no responsibility or liability for any of the obligations or commitments of the LOC.

A spirit of co-operation and mutual goodwill shall govern the relationships between the respective parties.

The respective responsibilities of the parties are set out below.

2. Responsibilities of the LOC - Infrastructure and services:

Unless otherwise stated (as detailed in par/chapt. 4 –"Guide to Financial Responsibilities "), the LOC is responsible for all costs incurred in meeting its responsibilities and providing the facilities described hereunder.

2.1 International Broadcast Centre (IBC)

The IBC is a facility to be provided by the LOC at its own cost, comprising furnished and serviced rooms where the HB, UBs and other RHs can establish their working places. Subject to agreement with the HB, the IBC may be located either within the

Television Compound or at a place near to the competition area and with easy access to the commentary positions and Press/Media Centre.

Should the Competitions take place in different locations requiring substantial road travel between the locations an additional structure (sub-TV Compound) could be requested and shall eventually be agreed upon between the HB and LOC. Any related costs arising from the decision to have different locations shall be borne by the LOC.

The IBC and all buildings related to it shall be constructed in compliance with all applicable building standards and safety regulations of the hosting nation.

For each FIS Championships a total useable area of at least 3000 sq. metres (excluding corridors, amenities, common areas, etc.) is required and shall be air-conditioned (heated) as necessary. The area should be divided into working areas/rooms of various sizes based on the request made by the HB.

Each standard working room with a size of at least 12 sqm shall be lockable and provided with at least 2-3 basic electricity outlet sockets (230 Volts, 16 Amps when in Europe) and basic lighting. Electricity consumed shall be at the cost of the user. Additional power consumption for specialised equipment and customised space shall be at the cost of the user.

Furniture comprising two standard size (120cmx60cm) working tables/desks, four chairs and a lockable cupboard/cabinet, shall be provided by the LOC in each standard room occupied by the HB and/or RH. Additional facilities such as extra furniture, telecommunication services may be ordered by each RH at its own cost, and the LOC shall be entitled to compensation in accordance with the agreed Price List.

RH shall pay a facility fee to the HB for the use of working rooms in accordance with the agreed Rate Card.

IBC 24-hour security and daily cleaning shall be managed and provided by the LOC. The IBC shall have convenient access to sufficient male and female toilets which shall be cleaned and serviced as often as necessary each day.

The IBC shall be provided with a catering service similar to and to the same standard as that supplied to the Television Compound(s) and in the Press/Media centre.

The IBC shall be available for use at a date to be agreed between the LOC and the HB, the latest two (2) weeks before the start of the event, unless otherwise agreed between the LOC and the HB.

A schedule detailing the availability, opening and closing dates of the IBC and all related buildings will be agreed between the HB and the LOC.

2.1.1 Services

All services provided in the Press/Media Centre (which should be located conveniently for all users) shall be made available to RHs and UB's, and all accredited users of the IBC shall be entitled to use services relating to the following; information, transport, first aid, medical, etc. and which are made available to the media generally.

2.2 Dates and Timetable

FIS and Infront in agreement with the LOC shall decide on dates and establish the timetable of each FIS Championships. No changes may be made either to the dates or the final timetable without the approval in writing of the FIS and Infront (according to, but not limited to, Clause 5 of the Agreement).

2.3 Camera Platforms:

The LOC shall provide camera platforms as requested by Infront, suitably constructed, stable, protected with railings and certified according to the law and safety regulations of the hosting nation, on which the HB and UBs may place their fixed position cameras. LOC shall provide the required space/areas for these platforms and shall be responsible for the construction of the structure and for the installation of cable ducts and/or burying of the cables for the cameras of the HB and UB's as well as for the supply and use of domestic and/or technical power, if required.

Additional platforms shall also be provided by the LOC, suitably constructed, stable, protected with railings and certified according to the law and safety regulations of the hosting nation, from which portable ENG (Electronic News Gathering) cameras are operated. Furthermore, the LOC will provide the necessary platforms and installations for state of the art cameras.

The designs, dimensions, materials to be used and access ways (for both operators and cables) shall be decided by the HB in consultation with the FIS and/or LOC. The HB shall take into account the reasonable views of the FIS and/or LOC in accordance with safety considerations.

All camera positions will be constructed under the instructions of HB. Access to these platforms will be limited exclusively to broadcasters which have the specific right to gain access. The number and positioning shall be communicated by HB to LOC.

LOC is responsible for those platforms and installations and will hold the HB harmless from any claims related directly and/or indirectly to those platforms and/or installations where the LOC is shown to be responsible.

The HB shall decide as soon as practically possible but not later than eight (8) months, unless otherwise agreed between the HB and the LOC, prior to the FIS Championships the places where it wishes the LOC to locate camera platforms, taking into account the likely needs of the HB and UBs as well as the practical constraints of the Venue.

The LOC shall take all reasonable steps to assist the HB and UBs in order to protect cabling access ways to the camera platforms and to prevent unauthorized access thereto by the public and other media.

All camera platforms shall be constructed and ready for use, unless otherwise agreed, not later than ten (10) days before the start of the first event.

The LOC shall be entitled to compensation in accordance with the Price List with respect to such services when carried out for UB's, whereas services for the benefit of the HB shall be at the LOC's own cost as detailed in par/chapt 4.

2.4 Sound Microphones:

The LOC shall provide positions for the HB to install sound microphones to provide stereo sound for the International Signal, as well as for radio organisations to make their reports. The exact size and locations of these positions shall be decided by the HB in consultation with the FIS and/or LOC no later than ten (10) days before the start of the first event unless otherwise agreed.

2.5 Lighting:

In respect of any Competitions where it has been agreed that they shall take place outside the hours of normal daylight, professional lighting shall be provided by the LOC. A minimum of 1200-1400 Lux sufficient for High Definition TV production and evenly spread shall be provided in all areas where competitions take place, including but not limited to all relevant TV areas inside the competition area, the mixed zone, at the start/finish area and on the course. Lighting in the spectator stands is also required for safe access and for optimal viewing. The LOC will provide the necessary documentation to the HB, and will take any measures, such as tests, deemed necessary by the HB to verify that the lighting system is appropriate and fulfils the required criteria.

2.6 Television Compound(s):

The LOC shall provide, at a convenient location(s) and as near as possible to the finish area (-s), and agreed by the HB, sufficient ground space, adequately lit, for the HB and the UBs to place their technical vehicles and equipment, including outside broadcast units, cabins, unilateral production facilities and satellite up-link dishes ("the Television Compound(s)").

The total parking space requirements for production vehicles will be dependent on the FIS Championships, but as a minimum an area of some 2000 square meters should be foreseen. There will also be requirements for power and telecommunications (including wireless internet access and/or other means of communication/technology considered standard at the time of the FIS Championships).

The LOC shall be entitled to compensation in accordance with the agreed Price List with respect to power and telecommunication services provided upon request for the benefit of the UB's.

Separate car parking must be provided for motor cars and other non-technical vehicles within or as near to the Television Compound(s) as practically possible. A minimum of some fifty (50) parking spaces should be foreseen. Detailed numbers of accredited cars will be decided by the HB in consultation with the LOC and FIS.

The LOC shall ensure that the Television Compound(s) shall have convenient access to sufficient heated male and female toilets which shall be cleaned and serviced as often as necessary each day.

The Television Compound(s) shall be available at a date to be agreed between the LOC and the HB, at the latest two (2) weeks before the start of the event, unless otherwise agreed between LOC and the HB.

The LOC shall provide a catering service offering hot and cold food and beverages of an appropriate standard at the cost of the users. The catering service shall be open for the hours which match the reasonable needs of the personnel operating in the Television Compound(s), i.e. a minimum two (2) hours before the start and two (2)

hours after the end of a Competition and/or any other event for which an International Signal is produced.

All accredited users of the Television Compound(s) shall be entitled to utilise those services (information, transport, first aid, medical, etc.) made available to the other media and announced in the Media Guide for the relevant FIS Championships produced by the LOC.

The Television Compound(s) shall be surrounded by a fence and protected by security guards on a 24 hour basis from the time of installation until the end of the de-rigging.

2.7 Commentary Positions (Television and Radio):

The LOC, as detailed in par/chapt. 4, shall be financially responsible for the provision of commentary position booths as well as for the construction of the structure in which the commentary positions will be located/housed. The location of the commentary positions shall be agreed between the HB and the FIS and/or LOC as soon as possible and no later than the time at which the camera platform positions are decided. As a general principle, the commentary positions shall be located in an appropriate seating area with the best view possible of the start/finish area.

The commentary positions shall be located in places that provide complete and unhindered views of the competition area, the scoreboard(s) and the finish line. The positions shall be separated from the general public and other media and shall be located under cover, enclosed, appropriately heated so as to give appropriate protection from the weather (including snow, rain and sun).

Once decided, the location may not be changed without the agreement of the HB, the FIS and/or the LOC.

Each commentary position shall follow the design principles and the dimensions depicted on the drawing included at the end of this Annex. It shall have three seats for television and two (or, if practical, three) for radio behind a table and be supplied with:

- 4 electricity outlet points (10amp/230V domestic power for FIS Championships held in Europe), including cabling thereto.
- connection to an ISDN and/or VOIP/IP data transmission line, including cabling thereto.
- a data information system (CIS – Commentator Information System), including cabling thereto and a minimum 18 inch (18') monitor
- a TV monitor of adequate quality and size. TV monitors shall be provided by the LOC.
- access to Internet (fixed lines and/or wireless) and/or any other telecommunication technology considered standard at the time of the FIS Championships.
- adequate lighting and heating
- free of charge Wi-Fi access

The LOC shall consult the HB on the technical specification required for the TV monitors and is responsible for their maintenance and fine tuning. Cabling of the TV signal from the agreed interface point (MCR, HB OB van, TV compound) serving all TV, Radio and Press positions is the responsibility of the LOC and all cabling from

the production point to the interface point is the responsibility of the HB. The interface point shall be located as near as possible to the commentary positions.

The HB will be responsible for obtaining detailed requests from the UBs/RHs and deciding on the allocation of commentary positions within the structure. The HB shall also, at its cost, supply each commentary position with a commentator console including all related cabling and other connections.

RHs shall pay a facility fee to the HB for the use of commentary positions in accordance with the agreed Rate Card (as defined in Section 3.6 below).

The exact number of commentary positions which the LOC is obliged to provide shall be notified by the HB to the LOC at least six (6) months before the FIS Championships and they shall be constructed and ready for use for the same periods as the Television Compound(s)

The LOC shall foresee and provide an appropriate number of toilets (ladies and gents – HB will advise the exact number) in the vicinity of the Commentary positions which shall be cleaned daily with the required frequency, should no other facilities be available in the proximity of the Commentary positions.

2.8 Interview Areas:

2.8.1 Mixed zone:

The HB, the FIS, and/or the LOC shall agree upon the design and location of the mixed zone to enable TV and Radio journalists and TV cameramen to conduct live interviews with competitors, and which shall accommodate, unless otherwise requested, a minimum of 15 (fifteen) individual positions, each measuring a minimum of 2x2m and having a level, even and safe surface as well as basic lighting of 1.200/1.400 Lux, to be located after the finish line and as close as practicably possible to the commentary positions, and which shall be constructed and provided by the LOC at own cost as detailed in par/chapt. 4.

If requested by the HB, in addition to adequate lighting, a reasonable number of TV monitors (the cabling thereof being the responsibility of the LOC) shall be supplied. The flash interview part of the Mixed Zone should also be equipped with ISDN/ADSL and/or IP connections for potential live radio reports.

The cost of using these ISDN/ADSL lines and/or IP connections shall be paid by the respective users to the telecom provider or to the LOC, if this service is provided by the LOC. The LOC shall also be entitled to compensation for the provision of additional lighting and TV monitors (including cabling thereto) requested by the UB's in accordance with the agreed Price List

The area of the mixed zone shall be secured and fenced as appropriate. RHs shall have priority of access to the mixed zone over other media. The HB, the FIS and/or the LOC shall consult each other on the positions to be allocated to individual broadcasters. Any disagreement shall be settled by the HB.

Access to the mixed zone shall be controlled by the LOC in co-operation with the HB. All activities within the dedicated TV/Radio part of the mixed zone shall be managed and controlled by the HB.

The mixed zone shall be constructed and ready for use no later than (seven) 7 days before the start of the first event of the Championships unless otherwise agreed.

RH's/UB's shall pay a facility fee to the HB for the use of Mixed Zones in accordance with the agreed Rate Card.

2.8.2 Other Relevant Interview Areas:

The LOC shall provide locations for post-competition interviews with competitors and/or press conferences. Such locations shall be suitable for Radio, TV journalists and cameramen (for example a platform should be provided for ENG crews). Special attention should be given to lighting levels, audio isolation, broadcast quality P.A./microphone systems, audio dispatcher facilities, simultaneous translation options and "tie-lines" (if necessary owing to space constraints).

2.9 Commentator Information Services (CIS):

The timing and data service provider to the Championships is required to provide adequate and up to date information in English concerning all relevant aspects of the Championships (including but not limited to: historical event data, start lists, result lists, personal athlete profiles, a timetable including changes, records, appeals made and the results of such appeals, news items, etc.) to the TV and radio commentators. Such information shall be provided by the LOC, promptly, by means of an electronic CIS and/or a paper system which shall be of a standard customary for a top class international event. All information shall be made available by the LOC at both the commentary positions and within the IBC (and TV Compound(s) if requested). Broadcasters will have priority over any other media in receiving information through the official service during the FIS Championships.

2.10 Temporary Presentation Studios and Announce Platforms:

The HB and/or any UB may wish to request the construction of and to operate a temporary presentation studio and/or announce platform at the Venue.

The HB shall ascertain no later than six (6) months before the FIS Championships, which broadcasters wish to hire temporary presentation studios and announce platforms. The HB and FIS and LOC shall promptly thereafter consult and agree on the most suitable place(s) to locate the temporary presentation studios and announce platforms, their sizes and most suitable construction methods.

The LOC shall provide and erect the basic supporting structure(s) (including but not limited to scaffolding, platforms, access ways and fencing) on which the presentation studios and announce platforms are to be erected. The basic supporting structures shall be compliant with and certified according to national safety laws and regulations.

The costs of constructing and operating the temporary presentation studios and announce platforms, including the electricity consumption, etc. shall be agreed between the HB and UB, and the LOC shall be entitled to compensation in accordance with the agreed Price List and as communicated to the requesting UB.

2.11 Accreditation:

The LOC, in consultation with the FIS, as well as Infront in regard to media (HB, UBs, RHs), shall devise an accreditation system that enables all accredited representatives of the HB, UBs and other RHs to gain access to those controlled

areas necessary for them to carry out their duties and protect their Media Rights. A separate accreditation category should be allocated to the HB. The accreditation system shall ensure that each area shall be accessible only to those persons which require access and that appropriate numbers of representatives of the HB shall have access to technical areas such as the jury room (with regard to this room access shall be granted to a max. of one (1) representative only), timing/data processing room, Technical Information Centre, competition management, race office, etc.

The HB shall be responsible for providing information to the FIS on the nature of the accreditation rights required by representatives of the HB and RHs in conformity with the agreed accreditation system. The FIS shall be obliged to keep the LOC promptly informed and supplied with copies of all such grants of access. FIS/LOC shall be responsible for the issuing of all such accreditations.

The accreditation system shall include both appropriate accreditation and access control systems so that there is active control of portable video recording or ENG (electronic news gathering) cameras under the joint responsibility of the HB and the LOC. All cameras and recording devices must be accredited through the HB, using numbered stickers provided by the LOC or FIS.

The accreditation system shall, in the case of "infield" camera operators and necessary technicians, be supplemented by identity bibs, armbands or vests (to be supplied by the FIS and without any advertising) and shall be strictly enforced by the HB.

2.12 Vehicle Passes, etc:

The LOC shall provide access and parking authorization stickers to enable all essential vehicles of the HB, UBs and other RHs to gain access to areas of the Venue as necessary.

2.13 Transportation:

Unless otherwise agreed the official transportation system shall ensure efficient and frequent transportation to/from airport of arrival to/from official hotels and between official hotels and the Venue including the IBC and TV Compound. It shall be available to all representatives of the HB, UBs and other RHs. For the avoidance of doubt, the official transportation system will not cover accommodation venues other than the official hotels. Representatives of the HB, UBs and other RHs shall only be entitled to make use of regular official transportation services (such as "shuttle" services) and shall not be entitled to transport systems tailored to their individual needs unless otherwise agreed by the LOC/FIS.

2.14 Electric Power:

The LOC shall, in consultation with the HB, provide sufficient uninterrupted electric power (through a single source for all HB production equipment and graphics sources), including emergency backup sources, to ensure the full and effective operation of all broadcasting equipment including at locations away from fixed installations. The electric power requirements of the HB and/or UB shall be communicated to the LOC as soon as possible but not later than six (6) months prior to the FIS Championships, unless otherwise specifically agreed between the HB and the LOC. The consumption of electricity shall be invoiced, according to the Price List, to the respective users provided that separate and individual invoices are issued according to the exact consumption of each user.

For the avoidance of doubt all power consumption for the needs of the HB is at the cost of the LOC.

2.15 Telecommunications:

The LOC shall ensure that the Venue is adequately supplied with telecommunications capacity to enable the numbers of direct dial telephones and Internet access expected at the FIS Championships to function simultaneously. The same applies for mobile telephones as far as this may be controlled by the LOC. All phone services will be paid by users to the (telecom) service provider.

Wi-Fi access shall be provided in the Media Centre and all media related areas including but not limited to the press centre, the IBC, the TV compound, commentary positions and the mixed zone(s) and they shall for the avoidance of doubt be accessible free of charge to all media, HB and RH/UB's representatives.

Should the Venue be equipped with a pre-cabling system covering the competition areas the HB will be allowed to use such system at no cost if owned by the LOC. If not owned by the LOC, LOC will use its best efforts to ensure that the owner will allow HB the usage free of charge or if, despite the LOC's best efforts, no free access is granted that reasonable market prices are guaranteed.

2.16 Assistance and security:

The LOC will assist the HB with all reasonable requests including requests concerning the following; general information, volunteers, importation and customs procedures, etc. on terms to be agreed between the parties.

The LOC shall provide assistance in obtaining the necessary hotel rooms or other accommodation, and the hotels to be linked to the transport system, available at least five (5) days before the opening ceremony until two (2) days following the closing ceremony of the FIS Championships, subject to broadcasters proceeding via the official event accommodation services. The LOC shall also, if requested, handle at the user's cost, bookings for the RH's/UB's in connection with site visits and the World Broadcasters' Meeting as well as for the Championships and support the HB with the handling of HB staff accommodation.

Security and safety services shall be provided, as well as medical services for first aid in case of necessity in all areas. IBC, TV/Radio Compound(s), parking and other media working areas shall be fenced and protected by security guards on a 24-hour basis, guaranteeing only access for individuals with the necessary credentials, from the time of HB equipment rigging until end of de-rigging.

Security shall also be foreseen for all on course camera positions/platforms as well as any other area where equipment (studios/announce platforms) is installed permanently throughout the duration of the Championships.

The necessary security must be provided, in the form of roping and/or fencing of certain competition areas together with the necessary security personnel.

Besides the general security, such services shall also prevent view obstructions for cameras and ensure unhindered view on advertising boards, in accordance with instructions provided by the HB to the LOC and the FIS.

2.17 On-screen Identification

The FIS and/or the LOC shall provide electronically to the HB, for its use on-screen the following for inclusion in the International Signal and use by RHs:

- Timing data (including a running clock)
- Wind, speed and direction
- Start lists of each competition
- Results of each competition
- Interim results of each competition
- Records information as appropriate
- Other information as agreed, such as heart rate monitors
- Athletes speed information
- Any and all other data/information that the FIS and/or the LOC will be able to provide (but in any case not less than the data/information provided during the previous edition of the Championships)

Infront and the FIS/LOC shall agree the extent, style and nature of the information to be provided and the method of its delivery, on the understanding that the graphics signal (including On-screen Identification) shall be provided by the service provider including the TV interface. The HB, UBs and other RHs shall use (and not amend, add to or remove) such information.

If the HB and/or a unilateral broadcaster require any such graphic signal (including on-screen identification) to be supplied in a language other than English and German, the additional costs shall be paid directly to the service provider by the HB and/or by the unilateral broadcaster. It is acknowledged and agreed that the graphic signal which will form part of the International Signal will be in English. German language graphics shall be provided free of charge for use in unilateral signals. It is emphasised that no broadcaster is allowed to amend the graphics, which will form part of the International Signal.

The HB and any UB or other RH shall not incorporate any virtual images or graphics into any transmitted signal without prior consultation with and the consent of Infront.

2.18 Cabling and connections:

The LOC is responsible for the following:

- All cabling and other connections from the data service provider's facilities to the HB's main OB van and/or master control room (MCR) as appropriate
- All cabling and other connections from the timing and distance measuring service provider's facilities to the HB's main OB van and/or MCR in excess of that provided by the service provider.
- All electrical power cabling to all equipment located at all commentary positions.
- All electronic data transfer cabling to all equipment (except TV monitors and Commentator Consoles) located at the commentary positions.
- Cabling of the TV signal from the agreed interface point to the TV and Radio commentary positions and the mixed zone.
- All cabling and other connections needed to transmit feeds provided by the HB at the request of FIS and/or the LOC to places such as the video boards, Technical Information Centre, Media Centre, Competition Management, CATV, VIP Areas, etc.

In order to minimize the need for extensive cabling, the locations of the timing, distance measuring and data service providers and the HB's main OB van or operational platform shall be located as near to each other as possible.

2.19 Set up, testing, etc:

All equipment and facilities to be provided by the LOC should be fully installed and available to the HB at least seven (7) days before the first event to enable all necessary set up, testing, cabling, etc. to be conducted.

The LOC shall assist the HB in the preparation and execution of a full scale competition test to be carried out at a date to be agreed before the beginning of the first competition of the Championships and with the participation of senior level competitors, the number to be agreed upon between the HB and LOC.

After final testing with other technical equipment at the Venue the HB shall inform the LOC of any measures to be implemented with the highest priority and subsequently the HB shall not move or install additional cameras and cables and other installations without prior consultation with the FIS.

2.20 Miscellaneous

The LOC is furthermore responsible for the supply of the following:

- * Other services, such as the supply of water, sanitary facilities (including toilets in heated buildings/containers), access to catering services prior to the FIS Championships and also in the commentary area during the event.
- * Snow cleaning services at the IBC, TV Compound(s), parking areas, camera and commentary areas and any other position related to the production.
- * Snowmobiles, helicopter (when no alternative means of transport can be made available) or other means of transport upon request for transporting cameras, other equipment and personnel to be used by the HB and/or the RH's/UB's. A transport and timing schedule shall be prepared by the HB and LOC. The LOC shall be entitled to compensation in accordance with the Price List with respect to the services requested by the RH's/UB's while for the avoidance of any doubt the services for the benefit of the HB shall be provided by LOC at no cost to the HB.
- * Local staff including interpreters, runners, drivers and secretaries, the cost of which will be determined by their status as volunteers. In the case of hired staff, the HB or the RH will assume the costs and compensate the LOC.
- * The coordination in compliance with national laws of any RF equipment to be allowed in the competition area including the allocation of frequencies. Any official fees however, have to be paid by the respective users.
- * The LOC shall ensure that the necessary rights clearances have been obtained for all music and performances that will be included in the International Signal, and will provide to the HB prior to the start of the FIS Championships the necessary music cue sheets and other relevant information to enable the RHs to make the required clearances with their national collecting societies.

- * copies of film shots of the Venue(s) to the HB prepared and paid for by the LOC or other local entity to be used in the opening sequences. The technical format will be agreed separately with the HB. The LOC shall provide this material free of any restrictions for use by the HB and all RHs.

3. Responsibilities of the Host Broadcaster:

Unless otherwise stated the HB is responsible for all costs incurred in meeting its responsibilities and providing the facilities described hereunder.

3.1 Production of the International Signal

The HB shall provide all technical equipment and experienced personnel necessary to produce comprehensive coverage (television and radio) of the FIS Championships to the highest standards of quality appropriate to a sporting event of international importance and in accordance with this Annex.

In addition to and independently of the International Signal, the HB shall produce an international stereo sound signal consisting of a general background sound.

The International Signal shall begin at least ten (10) minutes before and continue until at least ten (10) minutes after the conclusion of each competition of the FIS Championships.

The International Signal, duly monitored and corrected for television, synchronized and in phase, shall be made available by the HB at the International Broadcast Centre (IBC) Master Control Room (MCR), if existing, or to the nearest international gateway for distribution to all RHs.

The signals shall be entirely electronic and shall include title, timing, slow motion, replays and graphics (including on-screen identification/graphics) in English.

3.2 On-Screen graphics:

The HB and other Rights Holders shall use all On-Screen Identification properly supplied by the FIS and the LOC and will not be party to any arrangement or agreement with any UB or other RH whereby such On-Screen graphics are amended, added to or removed from any broadcast of a FIS Championships.

3.3 FIS/LOC access to Host Broadcaster feeds:

The HB shall grant access to the integrated and all other available feeds, free of charge (for non-commercial use and without any alterations), from the IBC or HB's relevant production platform to the FIS and/or the LOC for use within the Venue on any video board(s) for presentation of the FIS Championships to the spectators. All cabling from the IBC or HB's relevant production platform is the responsibility of the FIS/LOC.

The HB shall provide the International TV Signal free of charge, in the format to be agreed upon, to the LOC to be used as an internal TV signal (i.e CATV network) for distribution to the IBC, Media/press Centre, VIP room(s), and other areas where large monitors will be used for viewing purposes during the Championships. The main delivery point for the signal will be the TV Compound or any other location

specified by the HB. The LOC shall be responsible for purchasing, cabling and operating this internal TV system and for the equipment necessary to its distribution.

3.4. Management of Unilateral Broadcasters and other Rights Holders:

The HB shall provide all necessary technical and administrative support and coordination to UBs and other RHs wishing to be present and authorised to broadcast a FIS Championships.

Such support shall include the provision of access to camera feeds, coordination of facilities and space requirements in the Television Compound, IBC and commentary positions, assistance with accreditation of necessary personnel, construction of studio(s) if required, allocation of camera platforms and mixed zone positions, construction of temporary presentation positions, liaising with the LOC and FIS, etc.

The HB, with the support of the LOC, shall organise at least ten (10) months before the FIS Championships, a World Broadcaster Meeting where production plans, facilities, services and the rate card (as defined in Section 3.5 below) shall be presented.

3.5 Rate Card:

The HB and the LOC shall, in consultation and agreement with the FIS, establish a rate card which shall specify the charges payable by UBs and other RHs for services and facilities provided by the LOC. The charges shall be in line with the market rate and shall cover all the costs reasonably incurred and necessary to provide the level of service expected by the user.

The rate card with the respective questionnaire shall be established well before the World Broadcasters Meeting and no later than ten (10) months before the respective FIS Championships. The Rate Card and questionnaire shall be administered by the HB in close liaison with the LOC and in accordance with their respective responsibilities set out in this Technical Annex.

The rates charged by the HB regarding facilities supplied by the HB will be detailed by the HB in a separate rate card to be provided in due course and in any case before the World Broadcasters' Meeting. The charges shall be in line with the market rate and shall cover all the costs reasonably incurred and necessary to provide the level of service expected by the user.

3.6 Commentator Consoles:

The HB shall supply sufficient up-to-date and efficient commentator consoles to furnish each commentary position with at least one fully equipped working place when requested by RHs/UBs. Partially equipped positions shall also be provided by the HB upon request. Each console should be able to be connected to the electricity source provided by the LOC but all other connections (cabling, etc.) and technical needs with regard to the commentator consoles shall be provided and serviced by the HB.

3.7 Co-operation with FIS and LOC:

The HB will:

- whenever reasonably requested and possible, assist the LOC and FIS in the management, organisation and presentation of the FIS Championships.
- appoint an "Executive Producer" and a "Production Director" at least twenty four (24) months before the FIS Championships.
- offer the Jury and/or the FIS' Delegate(s) access to recordings of events to assist with the determination of any breaches or alleged breaches of the Rules of Competition.
- assist the LOC and the FIS to meet their obligation(s) as described in these guidelines by meeting its obligations to make decisions and to furnish information by the specified deadlines.
- assist the LOC in offering the National Associations a team recording container/area, in which the National Associations can connect their own devices for recording purposes, provided this action does not create conflict with the Rights Holder's exploitation of its rights.

3.8 "Infield" personnel:

It is recommended that the HB provides all personnel required to operate infield or otherwise within camera view with a suitable uniform branded only with HB identification that shall be worn during production periods.

In the interest of clear presentation of the FIS Championships, the least possible number of persons shall be permitted infield and such number shall be agreed in advance by Infront, the FIS and the LOC.

As a general rule, no Unilateral Broadcasters are allowed in-field except with the explicit agreement of Infront and the FIS.

3.9 Cabling and connections:

The Host Broadcaster is responsible for the following:

- All connections (whether by cable, radio signals or otherwise) between individual cameras and sound microphones and the relevant units in the Television Compound and IBC.
- All connections between the TV and radio commentary positions and the Television Compound and IBC except for TV Signal cabling from interface point to each commentary positions and mixed zone monitors provided by LOC as per art. 2.18.
- All cabling and connections, except electrical supply, to the Commentator Consoles.
- All cabling of the TV signal from the production source to the agreed interface point.

In order to minimize the need for extensive cabling, the locations of the timing, distance measuring and data service providers and the HB's main OB van and other relevant areas shall be located as near to each other as possible.

Upon the request and cost of the FIS and/or LOC the HB will provide connections of feeds to other places such as the Technical Information Centre, Media Centre,

Competition Management, VIP Areas, etc. (whereas services for the benefit of the HB shall, for the avoidance of any doubt, be at the HB's own cost). All relevant TV cabling shall be installed by the HB which will make sure that official training areas and all other areas required for the competitions at a FIS Championships will not be hindered.

3.10 Testing:

All equipment and facilities to be provided by the HB shall be fully installed at least eighteen (18) hours before the start of the first competition of the FIS Championships to enable all necessary testing to be conducted.

3.11 Insurance:

The HB shall take out (and furnish the FIS and LOC with details thereof) adequate insurance to cover all the risks, including third party risks, arising from all equipment, facilities and operations at the FIS Championships resulting from the activities of the HB. Unilateral Broadcasters, other Rights Holders and the LOC shall likewise take out adequate insurance to cover their own risks.

4. Guide to Financial Responsibilities:

The table below sets out the financial responsibilities of the Host Broadcaster (HB), the LOC the Rights Holders (RH) and Unilateral Broadcaster (UB) in relation to the production of the International Signal for the FIS Championships.

2.11	Accreditation system	LOC	
2.3	Camera platforms and access ways for HB	LOC	
2.3	Camera platforms/access ways for UB – construction by LOC		UB*
2.6	Catering in TV Compound & IBC – provided by LOC		HB/UB/RH*
2.9	CIS - data supply	LOC	
2.9	CIS - equipment supply – see also 3.7	LOC	
2.7	Commentary positions (TV/Radio) – construction	LOC	
3.6	Commentator Consoles (TV / Radio) – units		HB
2.1	IBC – construction	LOC	
2.1	IBC - additional needs (furniture, etc.)	LOC	UB/RH*
2.8	Interview areas – provision	LOC	
2.5	Lighting to TV standards / Competition areas and mixed zone	LOC	
3.4	Management of Rights Holders		HB
2.8.1	Mixed zone – construction	LOC	
2.17	On screen graphics in English	LOC	
2.17	On screen graphics other than in English and German		RH*
2.3	Platforms for ENG cameras – construction	LOC	
2.3	Platforms for ENG cameras – UB use		UB*
2.14	Power consumed		UB/RH*
2.14	Power supply (including back up)	LOC	
3.1	Production equipment and personnel		HB
3.11	Relevant insurance	LOC	HB/UB/RH
2.4	Sound microphone positions	LOC	
2.15	Telecommunications capacity	LOC	
2.10	Temporary Presentation Studios and Announce Platforms		UB/RH
2.10	Temporary platforms for studios and announce positions (constructed by LOC)		UB/RH*
2.13	Transportation system	LOC	
2.6	TV Compound, inc. security, facilities	LOC	

Handwritten signatures and initials in blue ink, including "RB" and "73".

2.7	TV monitors (TV/Radio)	LOC	
2.7	Use of commentary position		UB/RH
2.6	Vehicles parking places	LOC	
2.8	Additional Lighting Mixed Zone	LOC	UB/RH*
2.8	TV Monitors (including cabling thereto) Mixed Zone	LOC	UB/RH*

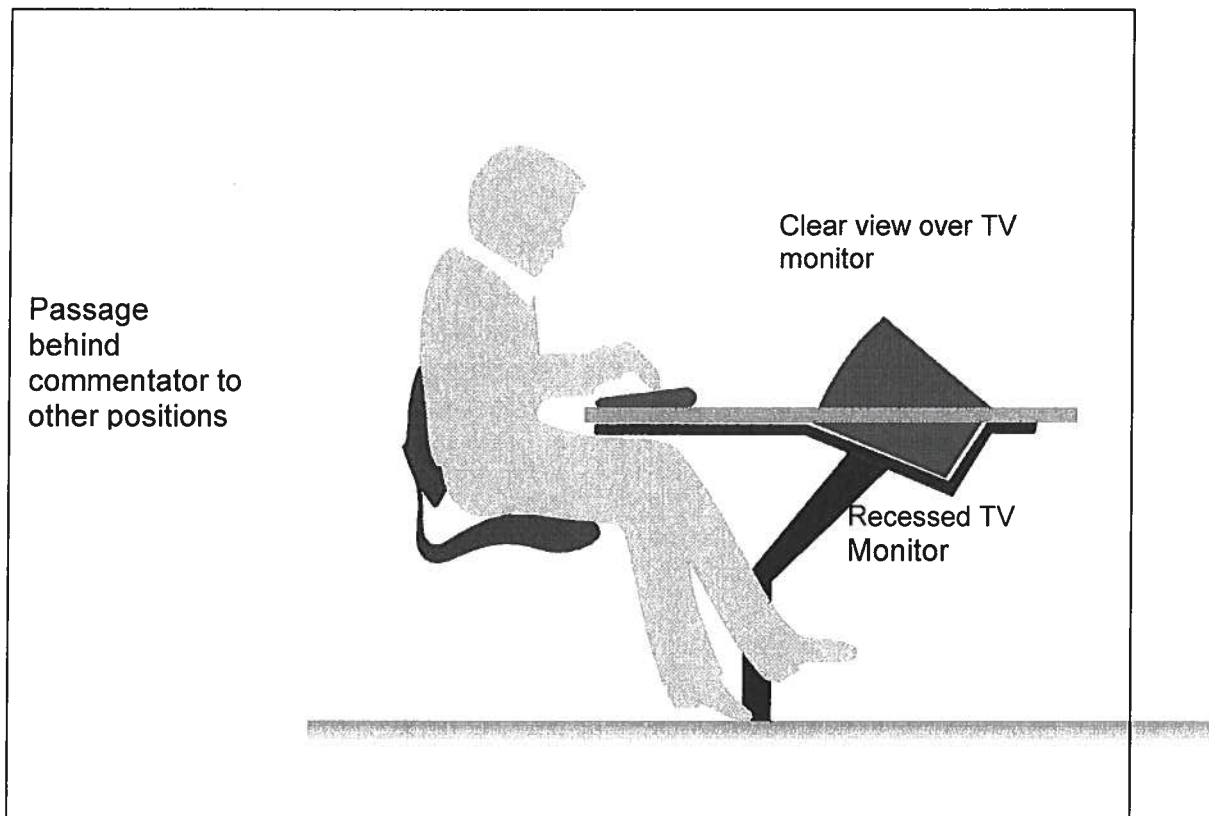
* means that income generated in these areas shall be paid to the LOC in reimbursement of their costs. All other charges and income arising as a consequence of and through the Rate Card shall, unless otherwise agreed, be retained by the HB.

5. Guide to Cabling Responsibilities:

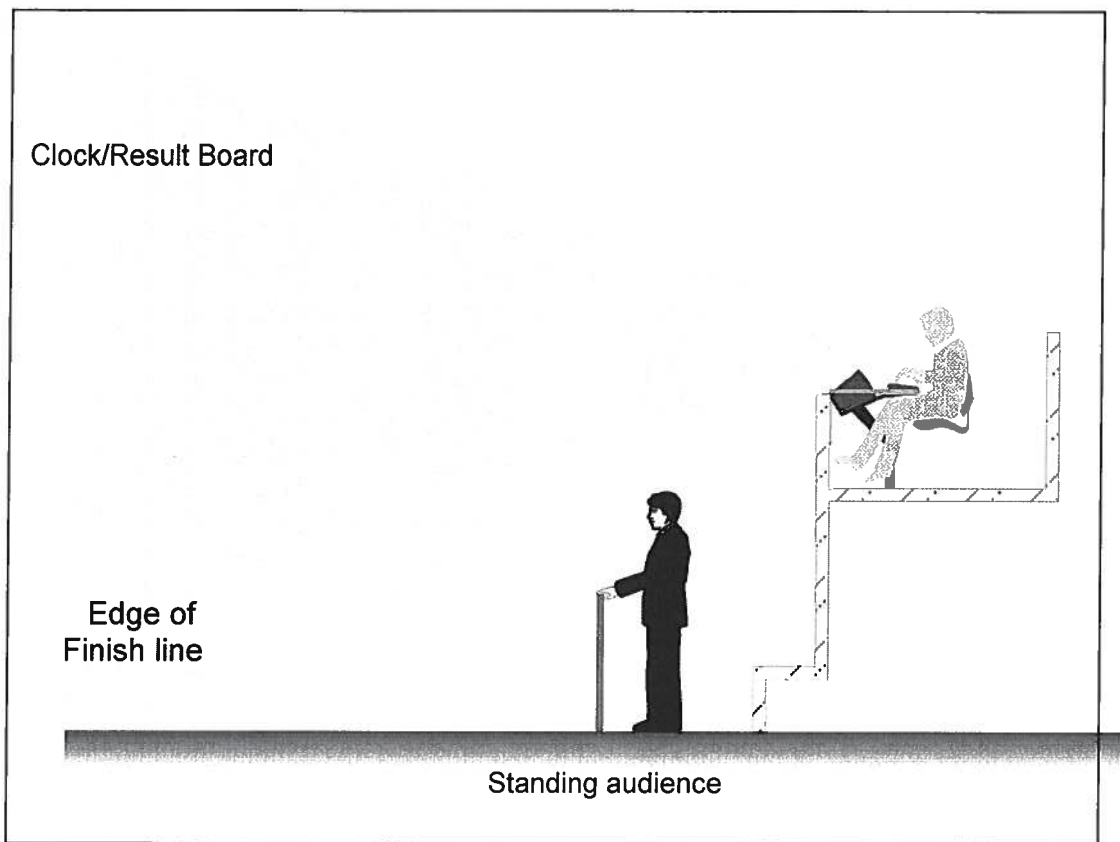
2.7 & 2.18	Commentary positions (TV & Radio) - Electrical power to at least 4 outlets per position	LOC	
2.7 & 2.18	Commentary positions (TV & Radio) - Connection to an ISDN/IP line per position	LOC	
2.7 & 2.18	Commentary positions (TV & Radio) - Data transmission from source to a CIS per position	LOC (or service provider)	
2.7 & 2.18	Commentary positions (TV & Radio) - TV signal connection from interface point to each TV monitor	LOC	
2.7 & 2.18	Commentary positions (TV & Radio) - TV signal connection from TV production to interface point		HB
2.7 & 3.9	Commentary positions (TV & Radio) - audio connections to Commentator Consoles		HB
2.8.1	Mixed zone - Electrical power	LOC	
2.8.1	Mixed zone – TV signal connection from TV production to each TV monitor	LOC	
2.18	Data and graphics supply from data service provider to TV production OB van	LOC (or service provider)	
2.18	Timing & measuring data and graphics supply from service provider to TV production OB van	LOC (or service provider)	
2.18	Transmission of feeds from TV OB van to FIS/LOC designated places - video boards, TIC, Media Centre, VIP areas, Competition Management, etc.	LOC	
3.9	TV Production		HB
2.18	CATV	LOC	

Commentary positions

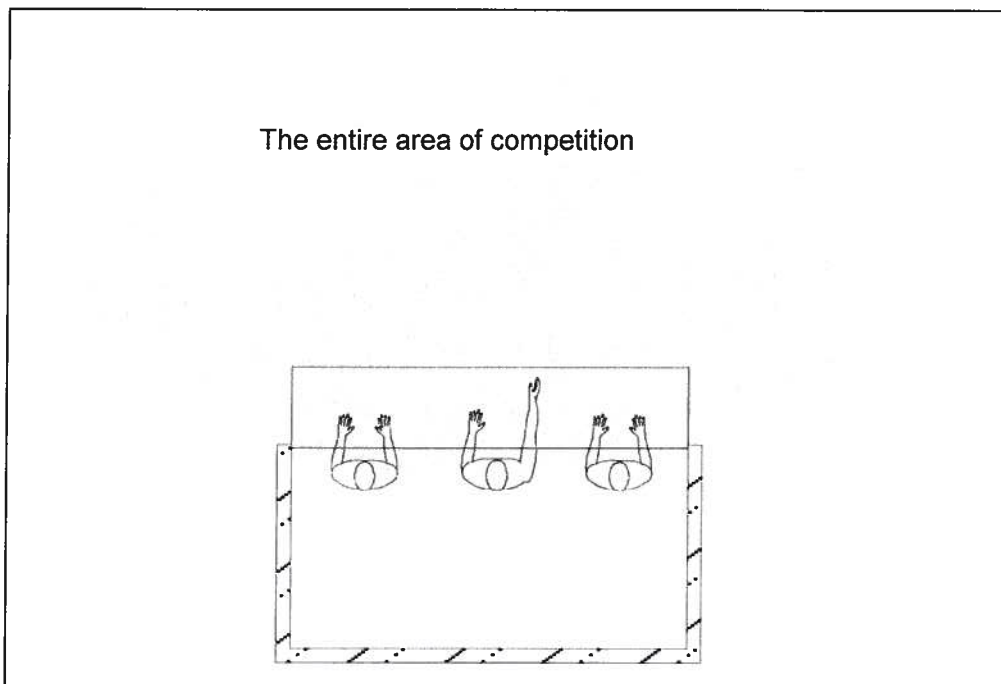
(see Section 2.7)



"Location: Close to finish line / finish area"



"Complete and unhindered view of the finish line and scoreboards"



APPENDIX 4

MARKS

A. The FIS Logo



B. The Event Logo

The Event Logo must include the following elements:

- The FIS logo or the FIS acronym (word only);
- The words "NORDIC SKI WORLD CHAMPIONSHIPS" (or its translation in an official FIS language);
- The year when the FIS Championships take place and the name of the Host City (e.g. 1910 OBERHOFEN);
- A distinctive graphic element and/or the "CITY + YEAR" combination featured in a distinctive style/typeface

As per Article 8.2 of the Agreement, the Event logo will be often used in combination with the logo/mark of the FIS Championship's First Sponsor (in a so-called composite logo). For sake of clarification, the First Sponsor's identity is not part of the Event logo itself. See the example below:



(Event logo)



To be agreed with Rights Holder
(Composite logo with First Sponsor)

C. Official name of the FIS Championships

The official name of the FIS Championships is "FIS NORDIC WORLD SKI CHAMPIONSHIPS [CITY] [YEAR]".

D. Official Designations

- Official Partner/Sponsor of the [Official name of the Championships][‡]
- Official Supplier of the [Official name of the Championships]^{*}
- Official Broadcaster of the [Official name of the Championships][†]
- Official Licensee of the [Official name of the Championships]

and any other designations similar to the above.

- ‡ relevant Championships title to be inserted
- * subject to actual supply
- † sponsor product/service to be inserted

* * *

APPENDIX 4.1

Protection of the Event Logo

FIS has defined the following minimal protection that should be put in place for the Event Logo in the name of FIS in connection with the FIS Championships.

Material protection (selecting the Classes of goods and services)

- International Classes 35, 38 and 41 must be covered.
- The protection may be extended to the Classes covering merchandising articles (for instance, Classes 9, 25 and 28) and to the Classes covering the activities of the official partners/sponsors of the FIS Championships, in particular the Class that relates to the activity of the First Sponsor (for instance, Class 12 if the First Sponsor is an automobile manufacturer).

Territorial protection (selecting the Countries)

- The Event logo must be filed at least in the following countries:
 - Switzerland (home country of FIS, owner of the Marks)
 - Host country
 - European Union
 - Norway
 - USA
 - Japan

Depending on the interests of the official partners/sponsors, of the official suppliers, of the official broadcasters and the official licensees of the FIS Championships, the Event Logo may also be filed in additional countries, such as Canada or Russia.

For cost reasons, the trademark shall be first filed by FIS's appointed trademark agent in Switzerland (as FIS is the owner of the Event Marks) and the protection shall then be extended to the other listed countries under priority (within six months of the filing of the Swiss trademark) by means of an International Registration (WIPO's Madrid System)

The execution of the protection program shown above – including 6 or 7 Classes of goods and services - is not expected to cost more than 30'000 Swiss Francs. This budget includes the official filing fees, the agent's fees, as well as the subsequent costs linked to the examination and registration of the trademark.

RO ¹⁸²³ KED

APPENDIX 5

RACE VALUES/DEDUCTIONS

For the purposes of this Agreement (and in particular the provisions of Clause 8.8) the race values of the FIS Nordic World Ski Championships shall be as stated below

FIS Championships

Value of Competitions as percentage of consideration for the FIS Championships shall be split as follows:

Nordic	2025 values
Ladies Sprint	1 %
Ladies 7.5 km/7.5 km Pursuit C/C	2,5 %
Ladies 10 km C/C	1 %
Ladies 30 km Mass Start C/C	3 %
Ladies 4 x 5 km relay	3 %
Ladies Team Sprint	1 %
Men's Sprint	2,5 %
Men's 15 km/15 km Pursuit C/C	4 %
Men's 15 km C/C	2,5 %
Men's 50 km Mass Start C/C	7,5 %
Men's 4 x 10 km relay	7,5 %
Men's Team Sprint C/C	2,5 %
Men's Nordic Combined Individual NH	2,5 %
Men's Nordic Combined Individual LH	5 %
Men's Team Nordic Combined	5 %
Men's Nordic Combined Team Sprint NH	2,5 %
Ladies Nordic Combined Individual NH	1 %
Men's LH Team Jump	12,5 %
Men's NH Individual Jump	7,5 %
Men's LH Individual Jump	15 %
Mixed NH Team Jump	6 %
Ladies LH Individual Jump	2,5 %
Ladies NH Individual Jump	1,5 %
Ladies Team Jump	1 %
Total	100 %

NH = Normal Hill
LH = Large Hill
C/C = Cross Country

APPENDIX 6

TIMING AND DATA TECHNICAL SPECIFICATIONS

(Status at time of signing the Agreement and subject to update)

Details of Service/Requirements FIS Nordic World Ski-Championships

Obligations of the Service Provider

Timing and Data Service

- Results PC incl. laser printer
Interface to timing and scoring systems
all FIS required printed reports will be distributed at in results room at the Judges Tower and the timing center at Cross Country Stadium as well as the Team Captains Meeting – one master copy only
- online interfaces
to the FIS Web Site and FIS app,
to the results system,
to the Video wall Graphics Generator,
to the TV graphics system
to the commentator information system
to the virtual graphics “to beat line”
to the web based commentator information system (*optional service*)
to the wind graphics (*optional service*)
- Video wall Graphics
Ski Jumping / Nordic Combined (Ski Jumping):
Introduction of the jumper (In the second round, rank and points of the first round are also displayed.)
Individual results after each jump (speed, distance, individual/total points, rank)
Current ranking after each jump
Full Screen Graphics for Public video
Cross Country / Nordic Combined (Cross Country):
Full Screen Graphics for Public video wall
Results of the athlete incl. current ranking and time difference to the leading athlete at each intermediate timing point and finish, athlete’s presentation and team presentation
Special start display for Handicap start
- Draw software incl. notebook, and printer

Ski Jumping / Nordic Combined (Ski Jumping)

- UPS backed up¹ computer network (main and backup network)
- 5 judging terminals
- Speed measurement (main and backup speed measurement)
- FIS certified video distance measurement
- 3 Phases start time control system with time display and lights (red, yellow, green) at the start gate, in the Jury room and at the coaches platform
- Trainer scoreboard (BIB number, speed, distance, points)
- 7 wind measuring devices with analysing Software for the Jury, Display at Coaches Stand and possible TV insert

¹ Backup Power allows to finish the current athlete and to shut down computers to avoid permanent damage of computers.

- Pan, tilt, zoom camera including video replay system to observe starting gate
- Additional display at the starting gate to indicate current gate and change of gate
- Real time interfaces to the video distance measuring system, in run speed measurement, wind speed measurement², start time control system, CIS and TV graphics
- Real time interfaces to the video distance measuring system, in run speed measurement, wind speed measurement, start time control system, CIS, and TV graphics
- Real time interface to live results of the FIS homepage (XML interface)
- Interface for PDF result upload to FIS homepage

Cross Country / Nordic Combined (Cross Country)

- 6 start gates (sprint)
- 1 electronic start gun (eGUN) for Sprint Finals and Mass Start Races
- 1 start gates (single start)
- 4 start time displays
- Timing equipment for below mentioned intermediate times and pre-timings
- transponder-based timing system, transmission electronics unit and intercom speaker connection is available for each intermediate timing point
- The setup is as follows
 - Individual races
 - 4 intermediate timing points and 4 pre-timing points
 - 1 finish timing point and 1 backup finish incl. pre-timing point
 - Mass start / relay
 - 8 intermediate timing points
 - 1 finish timing point and 1 backup finish
 - Sprint Qualification / Sprint Finals
 - 1 intermediate timing point or 1 speed measurement
- 220 pairs of active transponders
- Double light beams and two independently and parallel working timing units for the finish time record
- HD video replay system for start and finish
- 2 photo finish cameras (resolution: 1/1000sec)
- FIS Jury Tool to add jury decisions in the OVR / Data system

Production of online TV graphics in World Championships Layout

Installation of 2 HD/SD TV graphic systems, for Ski Jumping and Cross Country each. The following general inserts are possible.

- Start lists, intermediate and final results (full-screen graphics)
 - Intermediate results as short rankings and full-screen graphics
 - Special evaluations (such as medals standing)
 - TV Graphics for medal and flower ceremonies
- In order to produce these graphics the host broadcaster is responsible to provide the technical requirements to transmit the signals to the medal plaza or the ceremony is going to take place.

In order to prepare the TV graphics in the World Championships Layout the LOC shall provide the following templates 6 months before the event.

² Due to certain weather conditions the anemometer might freeze. In this case gathering correct wind data is obstructed.

- Each graphics element incl. backgrounds, colors, flags, icons, shadows etc.
- The files need to be in psd format with an alpha layer
- Font type that should be implemented into the graphics
- Examples of animations (video) and conditions of animation (length, kind etc.)

Ski Jumping / Nordic Combined (Ski Jumping)

- Information of the current jumper (speed, distance, individual/total score, rank)
- Light graphics
- Jury information
- Coaches request
- Virtual graphics Ski Jumping

Cross Country / Nordic Combined (Cross Country)

- Track profile
- Rolling time, time behind, standings
- Intermediate times, distances and rankings at the intermediate timing points
- Current athlete incl. reference athlete
- Start graphics for Handicap starts

Medal Ceremony

- individual medal presentation as well as team medal presentations
- medal and flower presenter
- general graphics

Opening and Closing Ceremony

- TV graphics can be provided during the opening and closing ceremony.
- the graphics include individual names presentations without any Competition relevant data

Optional Graphics

- 3 dimensional track presentations displaying track elevation, intermediates, exchanges, start and finish line
- 3 dimensional ski jumping venue presentation displaying venue name, inclination, K-point, Hill Size etc.

Commentator Information System (CIS)

Service Provider will provide 80 Standard CIS Indoor (Commentator cabins) and 10 Standard CIS Outdoor (Mixed Zones) for LOC and FIS purposes. The LOC will determine the full number of CIS by January 1, 2020 including specifications of the required CIS (indoor, outdoor, wind feature).

CIS monitors display the following information Displays:

- General information of the Competition e.g. cancellations, postponements, rescheduling etc., the user can switch between the Nordic Combined, Cross Country and Ski Jumping at any time
- Information on all Competitions of the current season, cup standings and special rankings
- Start lists, intermediate results, final results
- Medal Standings / Weather Information
- Results of the current Competition including

Ski Jumping / Nordic Combined (Ski Jumping):

Introduction of the jumper (In the second round, rank and score of the first round are also included.)

Speed, distance, individual / total score and rank of the current jump

Short ranking incl. current jumper

Cross Country / Nordic Combined (Cross Country):

Intermediate times, distances and ranking at each intermediate timing point and finish

TV Producer System

Provision of special information system Cross Country for live TV coverage and producer with installation of 3 terminals

Online interface to FIS live Internet results

- Real time xml upload
- Pdf upload of start & result lists

Staff

- **Data Center with 4 persons**
 - 1 Supervisor Service
 - 1 Technology / network (for internal Swiss Timing network only) / Internet
 - 2 CIS technicians (Ski jumping, Cross Country)
- **Ski Jumping with 7 persons**
 - Supervisor - system control men & ladies
 - Scoring System Operator (system and competition control)
 - Results and list printing Operator
 - Technician & Race Control Operator (Competition management)
 - Video distance measurement Operator 1
 - Video distance measurement Operator 2
 - TV graphics Operator
- **Cross Country with 7 persons**
 - Supervisor - Cross Country/Results and list printing operator
 - Field of Play Technician
 - Intermediate Installation Technician
 - Operator CC Timing System
 - Finish Operator
 - TV graphics Operator
 - Photo Finish camera Operator
- **Nordic Combined with 2 person**
 - Supervisor/Results & List Printing Operator
 - Operator Main NC Timing System
- **Virtual graphics Ski Jumping 1 person**
- **Laser to beat Line Ski Jumping 1 person**
- **GPS System 1 person**
- **Management 1 person**

Total

- Preparation 4-5 (if necessary)
- Base team 23
- Management 1-2

Obligations of the organizers

The organizer shall provide the following:

Network Infrastructure

- The organizing committee will provide two (CIS and Data) dedicated VLAN connections of 100 Mbit/s bandwidth each. RJ 45 cables plugs need to be available within 70m of each location where Service Provider equipment will be installed.

Currently the already defined places are the following

- Results Room Judges Tower (CIS + Data)
- Results Room Cross Country Stadium (CIS + Data)
- Commentary boxes (CIS)
- Exit Gates/Mixed Zones (CIS)
- Broadcast areas (CIS)
- Presenter Platforms (CIS)
- any Broadcast Studio (CIS)

If there are more locations than the above mentioned Service Provider will inform in due time and LOC will install. If LOC will receive CIS requests at locations where no CIS VLAN is available the LOC is responsible to install the respective VLAN as well as switches and cable drops.

Board and Lodging

- The LOC shall provide a single room incl. breakfast and dinner for each staff member of the Service Provider. The minimum requirement is a 4 star (4*) hotel with a maximum travel distance to the venue of 15 minutes by car.
- During the setup and Competition days lunch shall be provided at the venue.

Accreditation and Parking permissions

- the LOC shall provide accreditation to each staff member of the Service Provider
- 3 additional accreditations shall be available on request
- 4 VIP accreditations shall be available during the whole period of the World Championships
- parking permissions on parking places within 5 minutes walking distance to the venue shall be available on request
- 5 permissions to park and drive in the venue shall be available on request

Volunteers

- Support by 6 volunteers for Ski Jumping in order to help the team to access the jumping hill facilities and to carry the equipment into the judges' tower. Exact dates and times will be provided in due time
- 1 volunteer for scoreboard operation in the Cross Country Stadium (not for Ski Jumping and Nordic Combined Ski Jumping since scoreboard operations for this sport are not necessary)
- 8 volunteers for manual timing (backup timing) depending on the number of intermediate and pre-timing points
- Provision of 8 volunteers for the distribution and re-collection of transponders (Cross Country & Nordic Combined Cross Country)

Technical Requirements

The local organizer shall be responsible for the provision of the following:

Location of the team captains Meeting

- Working space of 2x1m including table and chair as well as power supply and wired internet

Hill, Judges Tower and Timing Center Ski Jumping

Judges Tower

- Power supply (220V, 16 A, separately fused) in Jury room
- Heated room for PC and laser printer with a working space of about 7 x1 m including power supply (220V, 16 A, separately fused)
- DSL Internet connection
- International telephone line including telephone

Jumping Hill

- Installation of mounting fixtures for the speed measurement
- Installation of 7 removable poles and 14 mountings for the poles (diameter 4 - 5cm) for the wind measurement according to the FIS rules; height similar to the athletes' flight trajectory. These poles must be located on both sides at 10%, 30%, 45%, 60%, 75%, 90% and 105% of the k point. The positions change with the use of 10 measuring systems (see appendix)
- Power supply is mandatory at each wind measurement position (110 to 230V, 10A, separately fused) in order to ensure that up to 10 wind measurement systems can be used (see appendix)
- Installation of mounting fixtures for the start time control at the start, close to the lowest Start gates, according to FIS regulations, including power supply (220V, 16A)
- Power supply (220V, 10A) for the trainer scoreboard at the take off
- Provision of camera towers for the video distance measurement that need to comply with the industrial safety regulations including power supply (220V, 16A)
- A cable tray at the exit gate area at the point where athletes cross the gate
- Power supply (220V, 16 A, separately fused) at the exit gate area

Timing centre Cross Country

- 5 x power supply (230V, 10 A, separately fused)
- Heated room (approx. 50sqm) and two tables of 4x1m each for PC / printer and for the timing equipment
- Reliable 6-pairs twisted copper cable connection to the timing points and reliable 4-pairs twisted copper cable connection to pre-timing points alternatively 3 pairs single mode fiber cable/multimode fiber cable; the line needs to be operational upon arrival of the Service Provider service team.
- Provision of 1 skidoo (incl. driver) exclusively for Service Provider for the distribution and re-collection technique to the timing points for pre installation and Competition time
- Installation of 1 international telephone line and 2 separate and independent connections to the internet might be 2 DSL modems and switch or 2 network cable drops having internet available.
- The organizer shall ensure that no cables such as high voltage current lines, power supply lines, telephone lines, TV cables, TV antennas, loudspeaker etc. are laid out within 7 meters of the finish line and timing points.
- The finishing-line must not be made of metal or contain metal parts
- 8 volunteers for manual timing (backup timing) depending on the number of intermediate and pre-timing points
- Provision of 8 volunteers for the distribution and re-collection of transponders
- 1 volunteer video wall
- Storage room 30sqm, heated, 3 x Power supply (230V, 10 A, separately fused) or standard Euro container, needs to be even with the ground

Radio Frequencies

The organizer shall provide exclusive radio frequencies for the duration of World Championships event.

- b) For the whole period from arrival until departure: valid permission for the use of wireless frequencies for on-site transmission -> tuning range (833 MHz - 928 MHz); requested frequency (874.0000, 879.0000); bandwidth (1 MHz); output power ERP (0.5W); antenna (2dBi); antenna over ground (2m); reason: collecting real time wind data; connection: ground - ground; number of devices: 10; Manufacturer: ANSolution ANY900 STIN
- c) For the competition week: valid permission for the use of radio frequencies: 160.090 MHz; 160.110 MHz; 160.130 MHz, 160.150, 160.170, 160.190

Miscellaneous Requirements Cross Country

- The organizer is responsible for the print distribution service
- No TV antennas within 7m of the data centre and the finish line
- For events in the evening, the finish line needs to be lighted appropriately (min 1000 Lux)
- Power Supply at the Handicap Start, Power Supply at Sprint, Pursuit and Mass Start Races of Cross Country
- No loudspeakers should be installed in the immediate proximity of the timing centre
- Barrier or protection fence for timing equipment at the finish line/area The organizer shall provide a power supply (220V, 16A) on both sides of the finish line
- Provision of a 32" TV Screen in the Jury room – Screen needs to be equipped with a plug for HDMI or Display Port connection

Working space of the ST graphics operator Cross Country

- Office container in the TV compound, maximum distance to the OB Van 20m Heated/air-conditioned and if container, level with ground
- Minimum Dimensions: Length x Width x Height - 6m x 2.4m x 2.5m
- Main power supply (3x 220V, 16 A, separately fused); official technical power which is used by TV
- 4 meters of table working space and a minimum of 3 chairs

Working space of the ST graphics operator Ski Jumping

- Office container in the TV compound, maximum distance to the OB Van 20m Heated/air-conditioned and if container, level with ground
- Minimum Dimensions: Length x Width x Height - 6m x 2.4m x 2.5m
- Main power supply (3x 220V, 16 A, separately fused); official technical power which is used by TV
- 6 meters of table working space and a minimum of 3 chairs
- Installation of telephone and 1wired internet connection

Data and CIS Network

- Two dedicated VLAN (Data & CIS) connections with 100Mbit/s bandwidth between Timing Centre Ski Jumping and Timing Centre Cross Country as well as MPC and IBC and any location the LOC wants to have CIS installations

CIS Network

- Service Provider will use any existing cabling available as well as the VLAN configuration provided by the LOC
- Network connection from OVR to:
 - Commentators and Announcers
 - Press and Sub. Press Centers
 - FIS-, Race- and LOC Offices
 - Accreditation
 - TV Compound
 - Any place a CIS terminal is required

Host broadcaster requirements for Cross Country

- Provision of a black burst signal (from the OB van to the location of the graphics operators)
- Provision of a broadcast feed and the necessary camera pictures
- Installation of an Intercom connection between the OB van and the graphics operator in the Service Provider graphics container
- Rail cam - Installation of the motor on the side opposite to the finish
- Rail heating power supply (if any) on the side opposite to the finish
- Physical disconnection of the heating power supply during the Competition
- At least 1,5m distance to the transponder loop
- a HD SDI program (BNC) shall be available in the FIS Jury room for recording and review purposes for FIS
- 1 program (international feed) with a monitor in the Timing room
- Video cabling for required signals (fill, key, program, black burst)

Host broadcaster requirements for Ski Jumping

- Main power supply for the graphics (220V, 16 A, separately fused); same power circuit as the OB van
- Provision of a black burst signal from the OB van to the graphics location
- Provision of 10 HD BNC cables between OB Van and graphics location
- Provision of a broadcast feed and the necessary camera pictures to the graphics location
- Installation of an Intercom connection between OB van and the graphics operator in the graphics location
- Installation of a data cable (XLR or CAT5) from the virtual camera to the Ski Jumping graphics location
- The distance from camera to OB van must not exceed 1000 meters
- "XLR / CAT5" is a shielded twisted pair copper cable with a female XLR connector on the camera side and a male connector on Service Provider side
- If distances longer than 1000 meters, a single mode fiber optic cable is to be provided
- Fiber optics is a single mode 9µ fiber optics cable pair (SC connector) on both ends
- The Host broadcaster is responsible for the provision of a broadcast camera
- Please forward the detailed lens specification

General Requirements

- Commentator cabins equipped with power supply (230V, 10A) and VLAN network connection to CIS Network (RJ45)
- Outdoor CIS locations equipped with power supply (230V, 10A) and VLAN network connection to CIS Network (RJ45)
- TV presenter positions equipped with power supply (230V, 10A) and VLAN network connection to CIS Network (RJ45)
- OB Van locations equipped with power supply (230V, 10A) and VLAN network connection to CIS Network (RJ45)
- Drawings of the race tracks indicating the exact location of intermediate and pre timing points

APPENDIX 7

STRUCTURE OF THE REPORT TO THE FIS COUNCIL

According to the Rules for the Organisation of FIS World Championships, article 21.2, a *written progress report shall be provided to the FIS Council every six months with details of the activities and preparations.*

The report needs to be provided in English, which is the official language used for all documentation for the FIS Council, and it should please be kept to a simple format with facts, figures and information using the following subject headers - expensive brochures are not necessary:

Strategy, Planning and Organisation

1. Major Milestones
2. Governance and Mission
3. Legacy
4. General Organisation/ LOC Structure
5. National Ski Association / Team Performance
6. Human Resources/ Volunteer Programme
7. Finance and Legal Aspects
8. Construction and Infrastructure

Operations and Services

9. Sport Organisation
10. Environment/ Sustainability
11. Accommodation
12. Accreditation
13. Transportation
14. Medical Services
15. Security
16. Customs and Entry
17. Technology

Marketing and Communications

18. Broadcasting
19. Media Services
20. Communications
21. Marketing Activities

Ceremonies, Promotional Activities

21. Events and Ceremonies
22. Promotional Activities
23. The Festival
24. Transfer of Knowledge
25. Open Issues