

AGREEMENT

Dated: May 5, 2004

Parties:

1. INTERNATIONAL SAILING FEDERATION (IOM) Ltd (hereafter called ISAF), Company number 79772C, registered office; 4 Upper Church Street, Douglas, Isle of Man, IM1 1EE

and

2. in respect to Sections A and B only:

SNIPE CLASS INTERNATIONAL RACING ASSOCIATION Class Association (hereafter called Class Association)

and

3. in respect to Sections A and C only:

NOT APPLICABLE Manufacturer, One Design Classes (hereafter called Manufacturer)

4. NOT APPLICABLE .(hereafter severally or jointly called Trade Mark, Trade Name and Copyright Holder(s) as appropriate).

on classes seeking selection or chosen as equipment for the Olympic sailing events.

SECTION A: INTRODUCTION

1 PREAMBLE

- 1.1 It is a primary purpose of the International Sailing Federation (ISAF) through the Olympic Regatta and the regattas which give qualification to the Olympic Regatta (hereafter called Olympic Qualification Events), to promote and expand interest worldwide in the sport of competitive sailing.
- 1.2 The term "Olympic Sailing Events" shall include the Olympic Regatta, the ISAF World Sailing Championships, the Pre Olympic Test Events, and Olympic Qualification Events.
- 1.3 ISAF is the sole authority for all technical aspects of the Olympic Sailing Events, including but not limited to, anything that influences a competitor's right to compete at the Olympic Regatta.
- 1.4 It is the obligation of ISAF to give the sailors worldwide the possibility to take part in the Olympic Regatta. Each nation will have the possibility through Olympic Qualification Events to enter in the various Olympic Sailing Events, which illustrates the dimensions and the versatility of our international sport.
- 1.5 To give ISAF the best possible position to negotiate the necessary agreements with the International Olympic Committee (IOC) and the Olympic Regatta organiser, this agreement with the Class Association, the Trademark, Trade Name and Copyright Holder(s) and/or the Manufacturer(s) recognise ISAF as the final authority in sailing worldwide.
- 1.6 The Class Association, the Trademark, Trade Name and Copyright Holder(s) and/or the Manufacturer(s) seeking selection of their boat, as equipment for the Olympic Regatta, recognise and

accept that the Olympic Regatta and the Olympic Qualification Events are 'ISAF Events' as defined under the ISAF Regulations.

- 1.7 All classes seeking selection or chosen as equipment for the Olympic Regatta will be regularly told about any issues that impact or will impact this agreement.

2 PRINCIPLES TERMS OF THIS AGREEMENT

- 2.1 This agreement is in force only as long as the Class Association is seeking selection or has been chosen as equipment for the Olympic Regatta 2008.

- 2.2 This agreement may be amended or changed by mutual consent among the parties evidenced in writing, for:

- Sections A and B, by ISAF and the Class Association, and
- Section C by ISAF and the signatories of this agreement as Manufacturer and/or Trademark, Trade Name and Copyright Holder(s).

- 2.3 Despite the terms of paragraph 2.2 above, ISAF will have the right, without prior notice, to amend or change this agreement to conform to any regulations, directives, orders or other obligations imposed on ISAF Olympic Sailing Events by the International Olympic Committee (IOC) or any of its emanations or agents or any other applicable authority.

- 2.4 No dispute arising out of this agreement will be the subject of a suit or proceedings in a Court of Law or other tribunal other than as provided by ISAF.

- 2.5 If the Class Association and/or the Manufacturer, Trademark, Trade Name and Copyright Holder(s) do not abide to the terms in this agreement, the ISAF will reserve the right to remove status as equipment for the Olympic Regatta and/or status as an International Class. Any final decision taken on the adherence to and performance under this agreement by the Class Association will be decided by the ISAF Council.

- 2.6 If, despite paragraph 2.4 above, any dispute about or because of this agreement is taken to any Court tribunal or dispute resolving body, any such disputes relating to the validity or construction of this agreement and any disputes relating to the application of or exercise of rights there under, shall be subject to the exclusive jurisdiction of the Courts of England and Wales and shall be governed by English law, excluding English choice of law principles.

- 2.7 Any notice or demand to be given hereunder shall be duly given if-

- Delivered personally; or
- Mailed by first class pre-paid registered mail to the address stated in this agreement of the party to be served which notices shall be deemed to have arrived in the due course of post;

- 2.8 Notices to be given pursuant to this clause should be sent addressed to the following persons;

- In the case of ISAF, Secretary General, ISAF Secretariat, Ariadne House, Town Quay, Southampton, Hampshire SO14 2AQ United Kingdom, and
- In the case of the Class Association, JERELYN BIEHL, EXECUTIVE DIRECTION, SCIRA, 1833 TUSTIN STREET, SAN DIEGO, CALIFORNIA 92106 USA
- In the case of the Manufacturer and/or Trademark, Trade Name and Copyright Holder(s), NOT APPLICABLE..... [insert name of principal executive and address]

3 JOINT OBLIGATIONS

- 3.1 When seeking selection of their boat as equipment for the Olympic Regatta, the Class Association, the Trade Mark, Trade Name or Copyright Holder(s) and the Manufacturer(s) agree to abide by the terms of this agreement for the period of the Olympiad of the 2008 Olympic Games.

SECTION B: CLASS ASSOCIATION OBLIGATIONS & RIGHTS

4 MEASUREMENT & BUILDERS

- 4.1 The Class Association will make sure that equipment is closely controlled and will have a measurement network to the level necessary to service the Olympic Sailing Events.
- 4.2 The Class Association will loan at no cost, excluding freight costs, ISAF-approved templates and/or jigs and other normal class measurement equipment for the Olympic Sailing Events.
- 4.3 At world championship events, the Class Association will follow ISAF measurement guidelines as a minimum. ISAF reserves the right to extend these requirements.
- 4.4 The Class Association will continue to recognise and support the ISAF Regulations that a boat building fee will be paid for each boat built. The builders will fasten an 'ISAF Plaque' to each boat hull produced.

5 INTERNATIONAL CLASS STATUS AND CLASS RULES

- 5.1 The Class Association accepts its obligations either to attain, or to maintain as the case may be, ISAF International Class status before the next Olympic Regatta in line with ISAF Regulations. The Class shall immediately change its class rules to reflect any requirements to meet and comply with ISAF Regulations in force from time to time and this agreement.
- 5.2 All classes chosen as equipment for the Olympic regatta must file yearly, detailed, audited statements of their accounts with ISAF, fully stating all the financial activities of the class.
- 5.3 The Class Association will have a professional secretariat approved by ISAF. On application, ISAF will make a financial contribution to the administration and costs of the Class Association.
- 5.4 Unless otherwise approved by the ISAF Executive Committee, ISAF will supply the administration for all classes chosen as equipment for the Olympic regatta for the first time. This is a service to these classes since the ISAF has the in-house communication, computer storage facilities, and staff flexibility to service the sailors and to respond to worldwide Member National Authority and International Olympic Committee (IOC) requests. The class will handle their elected official structure as has been done previously.
- 5.5 As well as any other ISAF requirements, the Class Association will use the ISAF logo with the words "ISAF International Class" on all printed material including letterhead paper, notice of race, sailing instructions, posters, results, programmes and websites of world championship events. The correct ISAF flag shall be flown prominently at world championship events.
- 5.6 A Class Association which has visible awards will require that competitors display such awards in the approved Class manner at Olympic Qualification events.
- 5.7 The Class Association will change its rules to be in accord with and implement any ISAF Regulations in force from time to time and the terms of this agreement.
- 5.8 As well as and despite the normal procedure of changes to Class Rules in the ISAF Regulations, ISAF may change Class Rules specifically to meet the requirements for the Olympic Sailing Events to reflect the obligations imposed by the International Olympic Committee (IOC).

6 OLYMPIC REGATTA

- 6.1 If it is decided that the organising committee for the Olympic Regatta will supply the equipment, the Class Association will assist in securing agreements with suitable manufacturers.
- 6.2 Country identification such as flags, national colours and crew identification will be used at the Olympic Regatta in line with ISAF specifications.

7 OLYMPIC QUALIFICATION EVENTS

- 7.1 There will be Olympic Qualification Events in 2007 and 2008 respectively and they will be the world championship events for the Class Association in that year.
- 7.2 The Olympic Qualification Events will be held after 1 January 2007 and before 15 May 2008.
- 7.3 Acceptance of entries to the Olympic Qualification Events is the sole responsibility of ISAF.

- 7.4 ISAF will respect the traditions of the Class Association on entry by the last world champion or the traditional World Champions allowed by the class to the Olympic Qualification Event if appropriate.
- 7.5 ISAF will maintain the sole responsibility and right to decide the following for the Olympic Qualification Events:
- Format of the races
 - Entry criteria
 - Notice of Race
 - Scoring system
 - Measurement system
 - Venue
 - Appointment and supervision of:
The International Jury, the Principal Race Officers, the Chief Measurer, the Umpires, the Referees
 - Make any other appointments or take any other measures which, in the discretion of ISAF, are necessary to make sure of fair competition.
- 7.6 Each Member National Authority (MNA) will be entitled to enter at least two boats in the Olympic Qualification Events. Entry requirements, and quotas will be set by ISAF and such entry requirements shall be made part of the relevant Championship Rules of the Class.
- 7.7 The Class Association will work with ISAF to make sure that the 2008 Olympic Qualification Event(s) meet the necessary conditions. The racing will follow the format of the next Olympic Regatta.
- 7.8 The entry system for the 2008 Olympic Qualification Event(s) will be the same as the entry system for the 2007 ISAF Sailing World Championships unless otherwise agreed by ISAF.

8 WORLD AND CONTINENTAL CHAMPIONSHIP EVENTS

- 8.1 For all world and continental championship events which are not Olympic Qualification Events, with the approval of the Member National Authority (MNA), the Class Association will be responsible for the integrity and conduct of the championship regardless of the appointment of an organising authority or club or other agent to run all or any part of the championship. As part of this non-delegable responsibility, the Class Association will advise ISAF at least 18 months before the event of the arrangements, including the dates for the championship, and obtain approval from ISAF. The Class Association and ISAF will cooperate in establishing the matters on which ISAF's consent is required but, if there is disagreement, ISAF will have the right to decide.
- 8.2 The classes chosen as equipment for the Olympic regatta must not invoke prize money for their world and continental championship as an obligation to event organizers.
- 8.3 Any amount of the entry fee going to the class administration must be clearly stated in the notice of race so as the sailors are fully conversant with where their entry fees are going. Classes chosen as equipment for the Olympic Regatta must not increase the entry for their own revenue unless agreed to by ISAF.
- 8.4 All contracts or letters of intent between the event organisers of world and continental championship and the classes chosen as equipment for the Olympic regatta must be filed with the ISAF including youth, masters, or any other category of event using the equipment or variation thereof.
- 8.5 The number of world championship events held by the Class Association must be in line with ISAF Regulations.
- 8.6 Under the specific terms of paragraph 8.7 below, the Class Association will not schedule events at times that conflict with 'ISAF Events', 'ISAF Grade 1 Approved Events' and pre-Olympic Sailing Events.
- 8.7 No world championship event will be organised by the Class Association which will be held less than 10 weeks before or 5 weeks after the Olympic Regatta. No world championship event will be organised by the Class Association less than 3 weeks before or 3 weeks after the pre-Olympic Test Events unless agreed with ISAF.

- 8.8 For world championship events which are Olympic Qualification Events, ISAF will appoint the Race Officials in line with Paragraph 7.5 and they will officiate at these regattas.
- 8.9 For world championship events which are not Olympic Qualification Events, an international jury, approved by ISAF and an International Measurer for the equipment will officiate.
- 8.10 Bow numbers and/or bib numbers will be allocated in line with the standings of the latest ISAF World Sailing Rankings.

9 ISAF SAILING WORLD CHAMPIONSHIPS

- 9.1 The Class Association will take part in the 2007 ISAF World Sailing Championships. This championship event will be the only "Olympic Event" World Championship, in that year, for any class chosen as equipment for the Olympic Regatta.
- 9.2 ISAF will maintain the format and the principles of the Olympic Regatta in the ISAF Sailing World Championships.
- 9.3 The basic entry fee charged for this event will be kept to a minimum and will be approved by ISAF. The Class Association may charge an addition to the basic entry fee for the administration by the Class Association and activities such as class dinners and other social events.
- 9.4 ISAF shall have the authority to override and invalidate any rules of the Class Association that conflict with ISAF policy on the ISAF Sailing World Championships.
- 9.5 The ISAF Sailing World Championships will be considered in all aspects as the legitimate Class World Championship and all awards and trophies must be presented.

10 ISAF WORLD SAILING RANKINGS

- 10.1 The ISAF World Sailing Ranking List is the only ranking list for the Class Associations with equipment chosen for the Olympic Regatta.
- 10.2 The Class Association will assist the ISAF in administering and promoting the ISAF World Sailing Rankings.

11 DEVELOPMENT OF SAILING

- 11.1 The Class Association will assist the ISAF in running seminars, training & development programmes and Olympic Solidarity courses in developing nations.

12 MEDIA RIGHTS

- 12.1 ISAF will maintain the ownership of all media rights including TV and Internet rights for the Olympic Qualification Events (as confirmed in the ISAF Regulations).

13 COMPETITORS

- 13.1 The Class Association will make sure that competitors at all Class Associations events are registered as an 'ISAF Sailor'.
- 13.2 The ISAF Eligibility Code (Appendix 2 of the Racing Rules for Sailing (RRS)) will be applied to all Class Association events.
- 13.3 The ISAF Advertising Code will be applied to all Class Association events.
- 13.4 The crew weight rules apply to the Olympic Sailing Events and only to any other event if so specified in the Class Rules.

SECTION C: OBLIGATIONS OF THE TRADE MARK, TRADE NAME OR COPYRIGHT HOLDER(S) AND THE MANUFACTURER(S) (MANUFACTURER ONE DESIGN CLASSES ONLY)

14 PRICE STABILITY

- 14.1 The Manufacturer will make sure that a stable price environment exists for the boat ready-to-sail, spare parts and sails during the contractual period based on the price level at the time of selection as equipment for the Olympic Regatta.
- 14.2 Where price increases are necessary, they will be based only on increased production costs, increased operating costs or increased labour costs. Pricing will stay consistent with the Manufacturer's established commercial policy on the subject of calculations and margins. In order to ensure this, ISAF will reserve the right to audit the accounts of the Manufacturer.

15 AVAILABILITY

- 15.1 The Trade Mark, Trade Name or Copyright Holder(s) and the Manufacturer(s) will allow any individual sailor and/or organisation to buy a boat ready-to-sail, spare parts and sails from any licensed builder/producer/dealer worldwide, provided that such purchase is for the exclusive use of the sailor or organisation and is not for used in a business or trade.

16 QUALITY

- 16.1 The Manufacturer warrants and agrees to maintain the quality of the production from its plant and specifically agrees to produce a consistent product with minimal change in dimensions and material used, while manufacturing to the specifications approved by ISAF. In order to ensure this, ISAF will reserve the right to audit the Manufacturer.

This agreement is executed by the undersigned as follows,

Jiro Yamamoto

SCIRA Commodore

Snipe Class Commodore

Dated at MAY 5, 2004

Class Officers:

SEE ATTACHED

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Manufacturer, Copyright Holder

Dated at 2004 NOT APPLICABLE

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Secretary General, International Sailing ISAF

Dated at 2004