

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "**MOU**") is entered into on this [**Date**] between [**name of the National Trail Running Association**] (hereinafter referred to as "**National Association**") and the International Trail Running Association (hereinafter referred to as "**ITRA**").

Preamble

ITRA is an international non-profit organisation dedicated to promoting and developing trail running as a sport globally. The National Association is the body engaged in the active promotion and development of trail running in [**name of country / territory**].

Article 5 of ITRA's statutes provides that ITRA can certify a given association active in the development of Trail-Running and that only one association per country can be certified by ITRA.

The parties agree to enter into this MOU to establish a formal relationship and to set out the terms of their collaboration and of ITRA's certification under Article 5 of its statutes.

1. Certification of National Association

Subject to the continuous fulfilment of its obligations under this MOU by the National Association, ITRA hereby recognises and certifies the National Association under Article 5 of its statutes.

2. Joint collaboration

The National Association and ITRA shall establish a collaborative partnership and provide mutual support in the promotion of trail running in [country / territory] and worldwide.

3. Term

- a) Observation Period: The initial term of this MOU shall be 2 years, during which ITRA shall assess the activities, governance and adherence to trail running values of the National Association.
- b) Full Certification: At the end of the observation period, ITRA shall review the performance of the National Association and determine if it meets the standard for full certification. If the National Association meets the standard and requirements, it shall be granted full certification for a period of four years.
- c) Extension: The National Association may apply for an extension of its certification for another four years, etc.

4. Representations and warranties

The National Association represents and warrants, and shall continue to represent and warrant throughout the term of this MOU, that:

- a) It is a non-profit association registered in its country or territory with a separate legal personality;
- b) 75% or more of the members of its governing or decision-making body are democratically elected for specified terms;
- c) The governing or decision-making body shall include, as a minimum, a president, a secretary general, a treasurer and two other members;
- d) It has a clear mission to promote and develop trail running in its country or territory;
- e) It is representative of the national / regional trail running community through its membership (runners, organisers and / or trail running clubs);
- f) It is relevant in the community in terms of activities such as certifying races, organising championships and circuits, selecting or assisting in the selection of athletes for international events, offering education and training programmes, delivering workshops, organising conferences and other ways to promote and benefit the sport and its participants;
- g) Activities undertaken by the National Association are of a high standard and it abides by all applicable rules and regulations;
- h) It is endorsed by or has a working relationship with the National Athletics Federation and / or government body designated to oversee the sport of trail running;
- i) It is committed to upholding the values and ethics of the ITRA;
- j) It adheres and assists in the promotion of guidelines set forth by ITRA, including those related to health and safety, inclusivity and sustainability; and
- k) It supports ITRA in the recruitment of individual members and organiser members.

5. Link to information about ITRA through website

1. Upon signing of this MOU, the National Association undertakes to display information about ITRA and its tools on its website, including but not limited to the National League, performance index and race evaluation.
2. An embedded url link for ITRA's website should also be included in the National Association's homepage.

6. Use of logo

ITRA shall grant the National Association permission to use its logo on the National Association's website and in the National Association's marketing and promotional materials for trail running. The National Association has the right to use the description "certified by ITRA". Drafts of all marketing and promotional materials carrying the name and / or logo of ITRA shall be sent to ITRA for prior written consent.

7. National Representatives nomination

An association which has been certified by ITRA shall appoint a nominee to be the National Representative(s) for organisers and / or runners of its country or territory upon the expiration of the term of the existing National Representative(s). If for any reason the nominee has to vacate the seat, the association shall appoint a replacement.

8. Fees

During the term of this MOU, the National Association shall pay to ITRA an annual fee of EUR200 to the following account:

Account name: International Trail Running Association - ITRA
Bank: UBS Switzerland AG
IBAN number: CH85 0024 3243 5597 2761 P
BIC number: UBSWCHZH80A

9. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information shared during the course of this partnership.

10. Termination

In the event of a breach of the terms of this MOU by the National Association, ITRA shall have the right to terminate this MOU by providing written notice to the National Association. The National Association shall have the right to contest the termination by providing written notice of its intent to contest within [30] days of receiving the termination notice. The parties shall then engage in good faith discussions to resolve the breach within [60] days. If the breach is not resolved within this period, the termination shall take effect as originally notified.

Upon termination:

1. the certification will cease to have any effect forthwith and ITRA has the right to select another association in the same country or territory for certification in its place; and

2. The National Association undertakes to procure the resignation of its nominee(s) who act(s) as the National Representative(s) immediately, unless ITRA agrees to retain such nominee(s) as National Representative(s).

11. Indemnity

The National Association agrees to release and forever discharge and indemnify ITRA and will keep indemnified and hold harmless ITRA in respect of any claim by any person:

1. arising as a result of or in connection with the National Association undertaking any activities, whether caused by the negligence or breach of contract by the National Association or in any other manner whatsoever; and
2. against ITRA in respect of any injury, loss or damage arising out of or in connection with the National Association's failure to comply with any rules and / or directions or with any applicable public health and safety directions or restrictions imposed by the government or any relevant government body of [country], whether caused by the negligence or breach of contract by the National Association or in any other manner whatsoever.

12. Governing Law

This MOU shall be governed by and construed in accordance with the laws of England and Wales.

13. Entire Agreement

This MOU constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral. This MOU may be amended or modified only in writing and signed by both parties.

14. Notification

For a notice under this MOU to be valid, it must be in writing and delivered by email, in the case of ITRA to contact@itra.run and in the case of the National Association to [email address]. It will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice with end-to-end tracking and all fees prepaid.

In the case of delivery to ITRA to: ITRA – International Trail Running Association, World Trade Center Av. De Gratta-Paille 2, 1018 Lausanne, Switzerland.

In the case of delivery to the National Association to: [address]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

Signatures

[name of National Trail Running Association]:

[Signature]

[Name and Title]

International Trail Running Association:

[Signature]

[Name and Title]