

EUROPEAN SEVENS

THIS DEED OF AGREEMENT is entered into the Day of 2002

BETWEEN: FEDERATION INTER-EUROPEENE DE RUGBY ASSOCIATION,
having its principal place of business at 33 rue de Liège, 75009 Paris (“FIRA”)

AND: The [] Rugby Union, having its principal place of business at [] (“The Host Union”).

RECITALS

- A. The IRB is the owner of the right to stage and organise the Series and the Commercial Rights in relation to the Series. The IRB also has the authority to grant the right to stage and organise Tournaments forming part of the Series and manage any Right thereof.
- B. FIRA AER has agreed to enter into an Agreement with the IRB under the conditions of which FIRA AER shall take responsibility for the organisation, and conduct of the Series and each Tournament forming part of the Series.
- C. The Host Union has agreed to enter into this Agreement with FIRA AER and, in accordance with the terms and conditions hereof, to take responsibility for the organisation and conduct of the Tournament forming part of the Series.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following terms shall have the meanings set out below:

- (a) “Broadcast Rights” shall mean the right
 - 1 to broadcast nationally the Tournament and all other events and activities taking place in relation to the Tournament and/or any part of thereof
 - 2 the right of access to venues for matches in the Tournament for the purposes of producing a live television and/or radio signal
 - 3 the right to record and sell the Tournament or any part thereof in any form of audio and/or audio-visual medium
 - 4 the right to use or license the right to use such live signal and/or recordings ; and/or to produce and commercialise such recordings by all forms of television and/or radio ; and/or any broadcast by any other electronic media now existing or as may be developed in the future (including, without limitation, Internet, mobile telephony and other so called new media rights).
- (b) “Commercial Rights” shall mean any and all commercial rights in the Tournament including the Broadcast Rights, sponsorship rights and any other rights of a commercial nature as set out in Appendix 1 and amended from time to time by FIRA AER.

- (c) “Local Rights” shall mean, subject to provisions of Clause 7, the right for the Host Union to exploit the Commercial Rights in its national territory, as agreed by FIRA AER, which shall, as the case may be, hold promotion operations for the Series in the same territory.
- (d) “Series” shall mean the European Sevens Series or such other title as FIRA AER may, with the prior approval of IRB adopt from time to time during the Term.
- (e) “Six Nations Teams” shall mean the Teams of England, Scotland, Ireland, Wales, France, Italy.
- (f) “Tournament” shall mean each Tournament which shall be known as [UNION] (or such other name as FIRA may, subject to securing the IRB’s prior written consent thereto, adopt) and which shall include all matches in this Tournament forming part of the Series, opening and closing ceremonies, official functions and related activities taking place in direct connection with the Tournament.
- (g) “License Fee” shall mean the fee payable by the Host Union to FIRA AER on presentation of an invoice, at the date of the signature of this Agreement, and then at the same date of each year, which shall be [€100 exclusive of tax], i.e. €119,60 inclusive of tax.
- (h) “IRB Sevens” shall mean the annual IRB International Sevens competition (with National Teams).

2. LICENCE

2.1 In consideration of payment of the Licence Fee and pursuant to the terms and conditions set out in this Agreement, the FIRA AER hereby licenses the Host Union the following rights:

2.1.1 to make all necessary arrangements for the organisation of the Tournament and to properly implement the same in accordance with the provisions of this Agreement;

2.1.2 The right to exploit the Local Rights subject to prior agreement of the FIRA AER Communication and Sponsorship Committee (see 2.1.3) and subject to the provisions of clause 7;

2.1.3 The right and obligation to establish a commercial programme for the Tournament in consultation with the FIRA AER. For the avoidance of doubt no Tournament sponsorship or associations relating to the commercial programme and/or the Commercial Rights may be arranged without the prior written consent of the FIRA AER.

3. TERM

3.1 Subject to sub-clause 3.2 below, the parties agree that this Agreement shall come into force on the date of signature hereof and unless terminated in accordance with the provisions hereof shall continue in force until 30 June 2005. This total period shall be referred to hereunder as the “Term”. “

3.2 Without prejudice to the provisions of this Agreement or to any other rights and/or remedies that the FIRA AER may have, whether pursuant to this Agreement or otherwise, the FIRA AER shall be entitled to terminate this Agreement in writing not less than ninety days following the conclusion of each annual Series during the Term without incurring any liability if such termination is consecutive to the termination of the Agreement agreed by the IRB and FIRA AER or if in the FIRA AER's reasonable opinion, the Host Union has failed to achieve key performance indicators to the satisfaction of the FIRA AER and/or the IRB.

3.3 On expiry of the Term or earlier termination of this Agreement (howsoever arising) any and all rights and licenses granted hereunder shall revert unconditionally to the FIRA AER if it so elects and the Host Union shall complete and return any and all further documentation requested by FIRA AER and/or the IRB and/or other procedures required to perfect such reversion to FIRA AER.

4. OBLIGATIONS OF FIRA AER

4.1 The FIRA AER represents, warrants and undertakes to the Host Union that it will provide advice and assistance and it will:

4.1.1 Provide for the Tournament:

- A Series Manager
- A Commissioner
- A Referee Manager and/or at least 5 referees
- Trophy and medals for the winner of the Final Tournament of this European Series.

The Host Union shall pay for the accommodation costs for the above persons.

4.1.2 Ensure that for each Tournament forming part thereof the selection of the participating teams reflects the development objective of the Series.

4.1.3 Ensure that only national teams participate in the Tournaments;

4.1.4 Ensure that participating teams are members of FIRA AER and, with regard to the so-called Six Nations teams, such participation of those teams will only be permitted if those teams constitute developmental and/or amateur teams.

5. OBLIGATIONS OF THE HOST UNION

5.1 The Host Union represents, warrants and undertakes to the FIRA AER that it will:

- (a) ensure that the Tournament is organised and takes place to a high standard;
- (b) ensure that Venues and training facilities of a suitable standard and quality are made available for Unions participating in the Tournaments;
- (c) ensure that it will have in place appropriate medical officers, facilities and equipment. Medical personnel should be in attendance at each Match in any Tournament forming part of the Series and at all other times there will be medical cover available for participating teams, match officials and other relevant personnel. The Host Union shall ensure that all personnel providing medical services for the Tournaments forming part of the Series shall be appropriately qualified and insured. In addition, each Tournament must provide

appropriate support staff including (without limitation) a physiotherapist, paramedic and ambulance facilities to ensure that the best medical attention is available for players and spectators during the Tournament and that there exists the ability and facilities to rapidly transfer any injured person to a local hospital;

- (d) ensure that for the Tournament there is a reserve pool of its ten next best available Sevens players from which each participating Union shall be able to recruit replacement players where in the opinion of the relevant Tournament medical officer, the participating Union in question, has sustained injuries to its players which prevent it from fielding ten fit players for any match in the Tournament;
- (e) ensure that it will not host, authorise, approve, sanction or allow in its jurisdiction any other international rugby “sevens” Tournament comprising national teams (whether members of FIRA AER or otherwise) without the prior written approval of FIRA AER and the IRB. Such approval shall not be unreasonably withheld, either during the Term hereof or for a period of not less than 5 years after the Term of this Agreement. The Host Union will at all times during the Term use its best endeavours to promote and maintain the Tournament and the Series;
- (f) comply with the FIRA AER decision relating to the match venue for the Tournament;
- (g) comply with any and all applicable laws, rules or regulations in the territory of the Tournament at all times during the Tournament such as, but without limitation, laws and regulations relating to tobacco and alcohol advertising at sports events, and it shall ensure that all necessary health and safety precautions have been taken, and that all statutory, legal and regulatory requirements are satisfied and that it shall ensure that all necessary consents and/or permissions of any nature that may be required in relation to the Tournament and its hosting shall be obtained and in place for the Tournament.

6. SPECIFIC OBLIGATIONS OF THE HOST UNION

- 6.1 The Host Union shall arrange and pay for the costs of the domestic travel for the Teams and the Officials in accordance with the below terms and conditions.
- 6.2 FIRA AER shall pay for the International travel costs of the officials appointed by FIRA AER (Manager, Commissioner, Referee Co-ordinator). The Host Union shall pay for the accommodation and domestic travel costs of such officials.
- 6.3 The referees (at least 5) other than the referees appointed by FIRA AER shall be appointed by the Host Union and approved by FIRA AER no later than one month before the start of the Tournament. The Host Union shall pay for the accommodation and travel costs of such referees.
- 6.4 The most traditional competition organisation format shall be with 8 teams. In certain circumstances, such format may be modified to feature 9, 10 or 12 (or more as the case may be) teams. In any case, FIRA AER shall have the final decision relating to the format for the Tournament and the selection of the Teams.
 - 6.4.1 Categories relating obligations for the Host Unions shall be determined for Teams as set out in Appendix 2 of this Agreement.

- 6.4.2 For competition format with 8 Teams, the Hoist Union shall pay for the travel and accommodation costs of the Teams according to the Categories assigned to the Teams (Obligation 1 and Obligation 2).
- 6.5 The accommodation conditions shall relate to the Category assigned to each Participating Union on the following basis:
- (i) 12 persons (10 players and 2 officials)
 - (ii) [2] nights for a 1-day Tournament
 - (iii) [3] nights for a 2-day Tournament
 - (iv) [3] meals per day
- 6.6 The proposed accommodation standard shall be at least a 2-star hotel.
- 6.7 For competition with more than 8 Participating Unions, the additional Teams may negotiate with the Host Union their participation conditions (Option 3).
- 6.8 FIRA AER shall determine and decide the National Participating Teams as well as the Categories that are assigned to such Teams (Obligation 1 or Obligation 2).

7. COMMERCIAL RIGHTS

- 7.1 Notwithstanding the ceding of the Commercial Rights to the Host Union, the Host Union hereby agrees (where requested by the FIRA AER and/or the IRB) that the following rights shall be made available to the IRB at the Tournament forming part of the Series:
- (a) Up to 2 perimeter Boards (at no cost to the IRB other than the production cost of the Boards) at such locations as the IRB shall determine and the option to buy 2 additional Boards at cost price. The FIRA AER and/or the IRB shall notify such request to buy additional space at least one month prior to the commencement of the Tournament following which the Host Union shall be entitled to sell such space;
 - (b) Hospitality, and the right to buy at cost price up to 20 VIP Match Tickets. The IRB shall notify its request to buy such Match Tickets and the number of such Tickets at least one month prior to the commencement of the Tournament following which the Host Union shall be entitled to sell such Tickets;
 - (c) Such other branding and rights as the IRB shall reasonably request (such as flag(s) and banner(s)).
- 7.2 The Host Union hereby agrees (where requested by the FIRA AER) that the following rights shall be made available to the FIRA AER at the Tournament:
- (a) 4 perimeter Boards (at no cost to FIRA AER other than the production cost of the Boards) at such locations as FIRA AER shall determine;
 - (b) Hospitality and VIP Tickets for 10 guests and the right to buy at cost price up to 20 VIP packages (Hospitality and Tickets). FIRA AER shall notify its request to buy such Match Tickets and the number of such Tickets at least one month prior to the commencement of the Tournament following which the Host Union shall be entitled to sell such Tickets;
 - (c) Such other branding and rights as FIRA AER shall reasonably request.

(d) To fly the FIRA AER Flag in the Venue.

7.3 Notwithstanding the ceding of the Commercial Rights, it is a condition precedent of this Agreement that:

- (a) Any and all Broadcasting Rights or any other intellectual property rights in the Tournament shall be owned exclusively by the IRB. FIRA AER and the Host Union shall ensure that any arrangements entered into with regard to the Broadcasting Rights and/or the Commercial Rights reflect this provision and shall execute such documentation and/or take such other steps as may be required by the IRB to comply with this clause.
- (b) Any sponsorship agreement or association entered in application of the marketing programme and/or the Commercial Rights as set out in clause 2.1.3 of this Agreement shall be submitted to FIRA AER and approved by FIRA AER so that FIRA AER is in a position to ensure its compliance with the Series marketing programme and the rights of the IRB.

8. REVENUE, COSTS AND RENDERING OF ACCOUNTS

- 8.1 The Host Union and FIRA AER shall ensure that, for each Tournament, full and proper books of account in respect of costs expended and revenues earned in relation to the Tournament shall be maintained and that the IRB and/or FIRA AER and/or its authorised representatives shall have the right at any time to inspect and take copies of books of account or sales or any other records connected with the Tournament forming part of the Series and the Series overall. All such accounts shall be provided in full to the IRB and/or FIRA AER at the FIRA AER and/or IRB's request.
- 8.2 The Host Union shall in any event report to the FIRA AER within 60 days of the conclusion of the Tournament forming part of the Series and provide at that time an audited account setting out the overall financial performance of the Tournament. Such report shall contain a breakdown of costs expended and all revenues derived from the Tournament overall.
- 8.3 The Host Union shall provide further information and documentation in relation to the Tournament forming part of the Series when requested to do so by the FIRA AER and/or IRB.
- 8.4 For the avoidance of doubt, the FIRA AER and/or the IRB is under no obligation to make any payments in respect of expenses incurred in relation to the organisation and/or conduct of the Tournament.

9. INDEMNITY/INSURANCE

- 9.1 The Host Union shall indemnify and keep indemnified the IRB, FIRA AER and/or any of its associated companies from and against, any claim, loss, damage, expenses and costs (including, without limitation, reasonable legal costs), by the IRB, FIRA AER and/or any of its associated companies as a result of the acts or omissions of the Host Union and/or as a consequence of any default by the Host Union in the performance or non-performance of any of their obligations expressed or to be assumed under this Agreement and/or related contractual relationships

10. GENERAL

- 10.1 The Tournament forming part thereof shall be played pursuant to the IRB Laws of the Game and, if disciplinary and anti-doping matters are to be dealt with, then they shall be implemented pursuant to the IRB Regulations Relating to the Game as amended from time to time.
- 10.2 The FIRA AER may, without prejudice to any other rights and/or remedies it may have whether pursuant to this Agreement or otherwise, terminate this Agreement by notice in writing with immediate effect in the event that the Host Union is guilty of a material breach that cannot be remedied satisfactorily or commits a breach of any of its obligations hereunder and shall not remedy such breach (if the same is capable of remedy) within three 3 business days of being required by written notice so to do. Such written notice may take the form of a facsimile or e-mail;
- 10.3 Upon expiry or earlier termination of this Agreement, all rights granted to the Host Union hereunder shall subject to Clause 3.3 hereof revert to the FIRA AER, and thereafter the Host Union that hosts a Tournament forming part of the Series, shall not directly or indirectly use or exploit its previous connection with the IRB and/or the FIRA AER, the Series and/or Tournament;
- 10.4 Without prejudice to any rights which the IRB and/or FIRA AER may have whether pursuant to this Agreement or otherwise, if the Host Union defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the IRB and/or FIRA AER stipulating the same, the IRB and/or FIRA AER may intervene (at the sole cost of the Host Union) in the carrying out of any obligation of the Host Union hereunder to ensure its proper and timely performance and may impose such sanctions upon the Host Union as it sees fit, including, without limitation, the imposition of fines and/or expulsion from the Series;
- 10.5 Nothing in this Agreement shall be deemed to create a partnership, joint venture or agency between the parties and/or the IRB save as expressly provided for in this Agreement neither party will have authority to enter into any engagement or make any representation or warranty on behalf of or otherwise bind or oblige the other party, constitute nor be construed as constituting any party to be an employee, agent, partner or joint venturer of any other;
- 10.6 Nothing in this Agreement may be deemed to constitute that FIRA AER and/or the Host Union that hosts a Tournament forming part of the Series or any of its or their servants, agents or employees shall be deemed to be servants, agents or employees of FIRA AER and the Host Union;
- 10.7 This Agreement shall be governed by and construed in all respects in accordance with the laws of France and subject to the exclusive jurisdiction of the French courts;
- 10.8 The IRB and/or FIRA AER shall take and the Host Union agrees to abide by decisions on all matters relating to the administration, organisation and conduct of the Series not provided for in this Agreement;
- 10.9 The Host Union agrees to assist the IRB and/or FIRA AER upon request in connection with any registration, notification or investigation of this Agreement or any parts thereof under any applicable competition, anti-trust or similar legislation.
- 10.10 Should any term of this Agreement be considered void or voidable under any applicable law then such term shall be severed or amended in such a manner as to

render the remainder of this Agreement valid or enforceable unless the whole commercial object is thereby frustrated.

10.11 The parties acknowledge that this Agreement contains the whole agreement between the parties and supersedes all or any prior oral or written undertakings representations or commitment of any kind.

10.12 A personal entity who is not a party to this Agreement has no right under the Contract Act (Article 1165 of Code Civil) to enforce any term of this Agreement, but this does not affect any right or remedy of a Third Party which exists or which is available apart from this Act.

10.13 The Warranties and Indemnities under this Agreement shall remain in full force and effect and notwithstanding the expiry of the Term and/or the earlier termination of this Agreement.

10.14 The Host Union shall not assign, sublicense, share or part with any of its rights or obligations hereunder except with the prior written approval of FIRA AER and the IRB.

Executed as a Deed by
FIRA AER

Director

Witness

Executed as a Deed by:

Director

Witness

Name (Print)

Name (Print)

Executed as a Deed by
The [] Rugby Union

Authorised signatory

Witness

Executed as a Deed by:

Authorised signatory

Witness

Name (Print)

Name (Print)