

AGREEMENT

The United States Olympic and Paralympic Committee (USOPC) and the United States Ski Mountaineering Association (USSMA), the National Federation for the sport of Ski Mountaineering in the United States as recognized by the International Ski Mountaineering Federation (ISMF), collectively “the Parties,” mutually agree that this Agreement (the Agreement) will govern the relationship between the Parties. The purpose of this Agreement is to establish the roles and responsibilities of the Parties as those roles and responsibilities relate to establishing an Olympic high performance program for Ski Mountaineering and selecting and sending elite athletes to the 2026 Olympic Winter Games, competitions that qualify for the 2026 Olympic Winter Games, any National Olympic Committee (NOC) Event, or any USOPC Ski Mountaineering activities.

RECITALS

1. The USOPC is a federally chartered corporation authorized by the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501, *et. seq.* (the Act) and recognized by the International Olympic Committee and the International Paralympic Committee as the National Olympic Committee and the National Paralympic Committee, respectively, for the United States of America. The USOPC has its corporate and principal office in Colorado Springs, Colorado.
2. USSMA is a nonprofit corporation formed in the state of Colorado that maintains its principal office in the state of Colorado. USSMA sanctions and governs competitive ski mountaineering in the United States.
3. Definitions:
 - a. For purposes of this Agreement, “Delegation Event” means the Olympic Winter Games.
 - b. “Qualifying Event” means (i) any event or competition used to qualify an athlete for a Delegation Event, (ii) any ISMF event or competition that is specified in Olympic Qualification System as part of the qualification to the Olympic Games, and (iii) any event or competition used to qualify an athlete to the competitions specified in sub bullet (i) or (ii).
 - c. “NOC Event” means any event or competition, other than Delegation Event as defined above, in which the NOC enters athletes (e.g., the Youth Olympic Games) and any event or competition used to select the team to that event.
 - d. “USOPC Ski Mountaineering activity” means any activity, program or training for the sport of Ski Mountaineering hosted by the USOPC.

TERMS AND CONDITIONS

4. All Delegation Events and USOPC Ski Mountaineering activities for the sport of Ski Mountaineering are under the jurisdiction of the USOPC. The USOPC has the exclusive authority of athlete and staff selection criteria, and athlete nomination and entry into Delegation Events. All duties as it pertains to those events and activities will be run by USOPC as internally managed sport activities until February 28, 2026.
5. For Qualifying Events and NOC Events, the USOPC has the exclusive authority over athlete and staff selection criteria and athlete nomination. All other duties as they relate to those events and activities will be run by USSMA until February 28, 2026.
6. The USOPC and USSMA will collaborate on athlete and staff selection criteria, athlete nomination and entry into Delegation Events, Qualifying Events, and NOC Events.
7. When athlete entry into an international Qualifying Event is required to be submitted by USSMA, USSMA must submit the unaltered names and event disciplines, designated and approved by the USOPC, to the ISMF or to the entity identified by the USOPC, as applicable, as athletes moving forward in the qualifying process.
8. When requested by the USOPC, USSMA will work with the USOPC to identify athletes who are eligible to vote for and to serve as athlete representatives to the USOPC's Team USA Athletes' Commission and who are eligible to be appointed to the USOPC's internally managed sport athletes' council.
9. The USOPC is responsible for the commercial and non-commercial rights for the sport of Ski Mountaineering for Delegation Events, NOC Events, and any USOPC Ski Mountaineering activity. This includes outfitting/uniforming the team for Delegation Events, NOC Events, and any USOPC Ski Mountaineering activity.
10. USSMA shall retain the commercial and non-commercial rights for the sport of Ski Mountaineering for events other than Delegation Events, NOC Events and any USOPC Ski Mountaineering activity.
11. Nothing in this Agreement includes, and shall not be interpreted as including, any grant of marketing or commercial rights by the USOPC to USSMA during the term of this Agreement or thereafter. Except as otherwise agreed in writing by the Parties, during the term of this Agreement, USSMA shall not, without the prior written consent of the USOPC:
 - (i) associate itself or any of its services with the Delegation Events, Qualifying Events, NOC Events and USOPC Ski Mountaineering Activities for the sport of Ski Mountaineering;

(ii) represent that it is, or its services, are the “official”, “selected”, “approved”, “warranted”, “preferred” or “consented to” by the USOPC for the Ski Mountaineering or use any endorsement similar to the foregoing;

(ii) use or authorize the use of any trademarks, trade names, logos or other intellectual property of the USOPC or the IOC (collectively the Protected Marks) or use any trademarks, trade names or logos resembling the Protected Marks which may cause confusion with the Protected Marks (for the avoidance of doubt, Protected Marks shall include all marks and representations protected by the Ted Steven Olympic and Amateur Sports Act, 36 U.S.C. § 220501 *et seq.*);

12. USSMA agrees that it will not knowingly represent itself to sponsors or other third parties, including the ISMF, as a National Governing Body and will instruct its employees, Board members, and Committee members to conduct themselves in accordance with this provision.
13. The USOPC may identify resources for elite athlete support and will determine the standards to qualify for such support.
14. The USOPC will be responsible for all communications to third parties regarding selection of a team for Delegation Events.
15. The USOPC will be solely responsible for communications relating to USOPC resources provided to athletes, as well as announcements of Delegation Event selection procedures. The USOPC will also be solely responsible for Delegation Event management, including but not limited to nominations to the team selected for the Olympic Games.
16. USSMA will communicate to the USOPC regarding USSMA’s selection of national and world teams for competitions other than Delegation Events, Qualifying Events, NOC Events, and USSMA’s hosting or facilitation of any training camps for elite athletes.
17. USSMA agrees to cooperate with the USOPC’s Office of Athlete Safety to address and resolve athlete safety cases involving USSMA participants who are part of the Olympic High Performance Program regardless of the date a complaint is or was filed. Cooperation includes, but is not limited to, providing documentary evidence and providing contact information for relevant individuals to the USOPC’s Athlete Safety Team.
18. The USOPC will be responsible for conducting background checks consistent with the USOPC’s Responsible Sport Organization Background Check Policy on the following categories of individuals:
 - a. National team athletes
 - b. Athletes selected for Delegation Events, Qualifying Events, and NOC Events
 - c. Athletes who train at or participate in camps at an Olympic or Paralympic Training Center
 - d. Athletes who sign USOPC athlete agreements

- e. All USOPC staff, whether contracted, part-time, or full-time, and all individuals who are credentialed for Delegation Events, Qualifying Events, and NOC Events
19. USSMA agrees to conduct background checks on any non-credentialed USSMA staff or contractors who travel to and / or participate in Qualifying Events, NOC Events, and USSMA's hosting or facilitation of any training camps for elite athletes, and on USSMA board and committee members, consistent with the requirements of the USOPC's Responsible Sport Organization Background Check Policy.
20. USSMA must be a member in good standing with ISMF for the duration of this Agreement, and the USOPC reserves the right to request evidence from USSMA and / or the ISMF of USSMA's ISMF membership standing at any time. If the ISMF notifies USSMA that USSMA is no longer a member in good standing, USSMA must notify the USOPC within 48 hours of notification from the ISMF.
21. This Agreement may not be assigned.
22. Any amendments to this Agreement must be in writing, signed by both Parties, and must specifically refer to this Agreement.
23. This Agreement is binding on all subsequent USOPC and USSMA leadership and governance and will expire subject to the terms in Paragraphs 25 and 26.
24. The Parties agree that this Agreement represents the final agreement between the Parties and supersedes any prior agreements. No other promises or representations have been made or relied on by the Parties, and no other consideration other than that outlined in this Agreement, is due between the Parties.
25. Nothing in this Agreement affects USSMA's responsibilities as a member of the ISMF.
26. This Agreement will be in effect through February 28, 2026, unless there is a mutual agreement in writing to terminate the Parties' relationship before that date.
27. As long as there is a mutual agreement, the Parties reserve the right to terminate this Agreement for any reason at any time. Termination of this Agreement does not affect any of the USOPC's responsibilities under the Ted Stevens Olympic and Amateur Sports Act or its own Bylaws, policies, or procedures.
28. The USOPC may terminate this Agreement upon written notice in the event USSMA is not reasonably upholding its obligations per the terms of the Agreement, as determined in the USOPC's reasonable discretion. If the USOPC determines in its sole discretion that it is warranted, the USOPC will provide ten (10) days to cure such default (the Cure Period). In the event USSMA is given a Cure Period and does not cure, the Agreement will terminate upon the expiration of the Cure Period.

29. This Agreement is governed by Colorado Law and takes effect on the date(s) of the signature of both parties.

DocuSigned by:
Rocky Harris
B52CEBAE85554A7

Rocky Harris
Chief of Sport and Athlete Services

August 7, 2023 | 10:17:03 AM PDT

Date

DocuSigned by:
Anthony Armstrong
80E4788E4E1E408

Anthony Armstrong
Executive Director, USSMA

August 15, 2023 | 10:38:57 AM MDT

Date