

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FÉDÉRATION EQUESTRE  
INTERNATIONALE ("FEI")  
AND THE  
INTERNATIONAL EVENTING OFFICIALS  
CLUB ("IEOC")

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(the "**MOU**")

***Based on a mutual commitment to equestrian sport and to fostering its growth in harmony with the partnership between two Athletes, equine and human, the following parties enter into this Agreement made in good faith and based on trust:***

The FEI, a not-for-profit association within the meaning of articles 60 and ff of the Swiss Civil Code and having its principal office at the HM King Hussein I Building, Chemin de la Joliette 8, CH 1006 Lausanne, Switzerland;

And

the IEOC, an organization formed to provide a forum for communication between, and education of, Eventing officials and a pooling of knowledge of the technical aspects of Eventing.

In consideration of the above, and in the spirit of cooperation, respect, and transparency, the FEI and the IEOC together as Parties, hereby agree as follows:

#### **Article 1 - Recognition**

The IEOC by signing hereto, hereby recognises the FEI as the sole authority and governing body for FEI Equestrian Disciplines. The IEOC agrees not to become affiliated with or recognise or otherwise support any other international governing body in equestrian sport, unless such organisation is expressly recognised by the FEI. The IEOC also recognises the FEI as the sole representative of Equestrianism and Equestrian Sport at the International Olympic Committee and the International Paralympic Committee where the FEI promotes the Olympic and Paralympic equestrian ideals.

The FEI, by signing hereto, hereby recognises the IEOC as the international organisation representing the collective views of International Eventing officials including Eventing Judges, Course Designers, Technical Delegates, and Stewards.

The parties shall further agree in good faith on a method of mutual recognition to be contained on each other's websites and/or social media platforms. The IEOC shall be authorised to describe itself, upon execution of this MOU, as "recognised by" the FEI.

#### **Article 2 - FEI Rules and Regulations**

The IEOC by signing hereto, hereby recognises and accepts and promises to comply with all of the FEI Rules and Regulations and any associated or referenced rules (i.e. IOC rules) set forth in Schedule 1 attached hereto, as applicable.

### **Article 3 - Horse Welfare & Code of Ethics**

The Parties agree and acknowledge that this MOU is based on a foundation of horse welfare being paramount and applying a code of conduct and philosophy in all equine matters. The parties also acknowledge the importance of complying with the FEI Code of Ethics and avoiding conflicts of interest to the greatest extent possible.

### **Article 4 - Commitment to Democratic Processes**

The Parties share a commitment to democratic processes and pledge to ensure that all elections, appointments, the implementation of rules and decisions are carried out in a democratic manner and consistent with principles of fair play. Toward that end, the IEOC acknowledges that its Statutes and/or Articles of Incorporation will have to be reviewed and approved by the FEI prior to execution of this Agreement.

### **Article 5 - Consultation**

The Parties will consult with each other in good faith prior to taking or acting upon any decision that materially affects the other Party. Any issues raised by either Party to the other shall be dealt with respectfully and without unnecessary delay. The FEI shall make its best efforts to provide the IEOC with sufficient time and opportunity to be heard on matters generally affecting Eventing officials as the IEOC is an important sounding board for the FEI Eventing Committee.

The IEOC may provide the FEI Nominations Committee their recommendations on the candidacies received concerning Eventing Officials representative in the Technical Committee for the Nominations Committee's consideration.

The IEOC will receive access to the same documents at the same time as National Federations if such documents pertain to issues affecting the IEOC.

Such consultation shall also mean that the parties will not publicly communicate any dispute prior to attempting to resolve it amicably and in good faith and, in the event a resolution cannot be reached, the Parties shall follow the procedures set forth in Article 12 below.

### **Article 6 - General Assemblies**

The FEI will invite two (2) persons from the IEOC at the IEOC's expense to attend the General Assembly on an annual basis. The IEOC will also be entitled to receive the same advance documentation and information related to the FEI General Assembly as received by National Federations at the same time it is sent to National Federations. Similarly, the IEOC will invite two (2) persons from the FEI to attend its annual meeting or General Assembly and the FEI will receive the same advance documentation at the same time as the other meeting participants.

### **Article 7 – FEI Sports Forum & Meetings**

The FEI will invite all members of the IEOC at the IEOC's expense to attend the FEI Sports Forum on an annual basis. The IEOC will also be entitled to the same advance documentation and information relating to the Sports Forum provided to other participants, such as National Federations.

### **Article 8 – Committees**

The IEOC will be granted an opportunity to provide feedback on issues affecting Eventing officials which will be submitted to the Eventing Committee for discussion at the next possible meeting. Further, the IEOC will receive a copy or access to the published minutes for all official Eventing Committee meetings.

Any appointment to an FEI ad-hoc Committee, where an Eventing official representative is required, will optimally be made following a consultation with the IEOC.

### **Article 9 – Term**

The MOU shall remain in effect for a period of four (4) years from the date of execution. The Parties shall meet at least once annually to review the Agreement and discuss its effectiveness and, where appropriate, modify its terms on mutual written agreement. This Agreement can be terminated with immediate effect upon a breach by either party or, in the absence of a breach, on six (6) month's prior written notice to the other.

### **Article 10 -- Entire Agreement**

This Agreement shall represent the entire agreement between the Parties relating to the subject matter hereof and operates to the entire exclusion of any other agreement, memoranda, or prior understanding of any kind between the Parties.

### **Article 11 -- Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland.

### **Article 12 -- Dispute Resolution**

Any dispute or difference between the Parties in connection with this Agreement or either Party's understanding thereof shall be submitted to the FEI Tribunal, with an appeal right to the Court of Arbitration for Sport in Lausanne, Switzerland, in accordance with the Statutes and Procedural Rules of the Court of Arbitration for Sport, Lausanne, Switzerland, to the exclusion of any recourse to ordinary courts. Prior to resorting to a Tribunal procedure, however, the parties should attempt in good faith to mediate any dispute so that it can be resolved respectfully and in the spirit of this Agreement within the equestrian sport family.

**Article 13 – Non-Disparagement**

The Parties agree to resolve their disputes in accordance with Article 5 and 12 above and to avoid public disparagement of each other at all costs, in the best interests of equestrian sport.

**Article 14 – Communication**

The Parties agree to communicate on a regular basis to comply with the terms of this MOU. For the FEI, any communications relating to the terms and conditions of this MOU shall be to Mikael Rentsch at [Mikael.rentsch@fei.org](mailto:Mikael.rentsch@fei.org) and any communications related to Eventing sports matters shall be to Catrin.Norinder@fei.org. For the IEOC, all communications relating to the terms and conditions of this MOU shall be to Andy Griffiths at [andygriffiths\\_uk@yahoo.com](mailto:andygriffiths_uk@yahoo.com), with a copy to Sue Stewart at [sue.swanfarm@gmail.com](mailto:sue.swanfarm@gmail.com). The Parties further agree not to disclose anything to third parties media arising from or related to the relationship between the Parties without the other Party's prior written consent. Both Parties shall be entitled to modify the contact persons identified in this Article by notification to the other without a formal amendment of the MOU.

**Article 15 – Confidentiality**

The Parties agree to keep strictly confidential and not disclose to any third party the contents of this Agreement, as well as any information about the other Party which comes to its attention as a result of its interaction with the other Party which could be reasonably regarded as confidential or is expressly stated to be confidential, including the terms of this Agreement.

Neither Party shall make any public announcement or comment concerning the terms of this Agreement except with the prior written consent of the other Party.

**Article 16 – Implementation**

The Parties will use their best efforts to faithfully carry out the terms and conditions of this Agreement and to see that the terms and conditions of this Agreement are carried out in full by their respective members and stakeholders.

**Article 17 – Notice**

The Parties agree to notify each other promptly of any change to their respective leadership, structure, and/or governance (including the Statutes) through the persons designated in Paragraph 14 above.

On behalf of the FEI:

Name: Mikael Rentsch

Signature: [Handwritten Signature]

Date: 30 January 2014

On behalf of the IEOC

Name: A. D. S. GRIFFITHS

Signature: [Handwritten Signature]

Date: 30 Jan 2014

On behalf of the FEI:

Name: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: .....

On behalf of the IEOC

<sup>Svc.</sup>  
Name: SUSAN M.C. STEWART

Signature: [Handwritten Signature]

Date: January 18<sup>th</sup> 2014

**SCHEDULE 1 – LIST OF ALL FEI RULES AND REGULATIONS**

FEI Statutes

FEI Internal Regulations

FEI General Regulations

All FEI Discipline rules (Jumping, Dressage, Eventing, Driving, Endurance, Reining, Vaulting, and Para-Dressage)

Code of Conduct for the Welfare of the Horse

FEI Code of Ethics

Equine Anti-Doping and Controlled Medication Regulations

Anti-Doping Rules for Human Athletes

FEI Veterinary Regulations

FEI Regulations for Equestrian Events at the Olympic Games

International Olympic Committee Charter and IOC Rules

International Paralympic Committee Charter and IPC Rules

The World Anti-Doping Code and any related rules or regulations

## SCHEDULE 2 –THE FEI CORPORATE LOGO



positive version



negative version

The FEI corporate logo is a protected trade mark.

The exact permitted use of this logo is defined in the FEI Brand Guidelines that are provided separately to [Club], which provides that this logo may be used in either appropriate colour(s) or black and white. No deviation from these guidelines by way of adaptation or alteration is acceptable.

The IEOC shall be permitted to use the FEI logo in association with the designation that the IEOC is "recognised by" the FEI. Any other use of the FEI logo is subject to prior written approval.



**SCHEDULE 3 -- IEOC Logo**



*Recognised By The FEI A*