

# PARTNERSHIP AGREEMENT

## for the Development of Chess in the Association

(<City>)

\_\_\_\_th \_\_\_\_\_2020

The World Chess Federation (FIDE), registered as a legal entity under the Swiss Law, represented by **FIDE President Arkady V. Dvorkovich**, acting under the authority granted by FIDE Statute, on the one side, and <Name of Association> as per the statutes approved in <state dates here> in the <Association name> General Assembly , hereinafter referred to as 'Association', represented by the <Association President name>, on the other hand, hereinafter jointly referred to as the 'Parties', have concluded this agreement on the assistance for the development of chess on the following:

### 1. Objectives

**1.1.** The agreement regulates the conditions of the financial assistance from FIDE in favor of the Association for the development of chess in <Association Country> and the reporting provisions on the use of the assets received by the Association from FIDE.

**1.2.** For the purposes of this Agreement any transfer of the assets to the Association is recognized by the Parties as a donation, provided that the assets are used for its intended purpose, which is the development and promotion of chess.

**1.3.** Any transfer of the assets under this Agreement is a non-business related activity and is intended to meet the statutory objectives of chess promotion and development by the Parties.

**1.4.** The criteria by which Associations are eligible for funding/assistance and the levels of assistance are detailed in the **Association Funding Guidelines** in **Appendix A.**

## 2. Forms of assistance to the Association from FIDE

2.1. The Parties agree on the following possible forms of assistance from FIDE:

- Payment of invoices in support of the expenses incurred for Association Events or Programs.
- Holding of FIDE seminars aimed at improving the knowledge of the chess players, organizers and arbiters related to the Association. By agreement of the Parties, FIDE can either fully pay or compensate the costs of the seminars, and provide partial assistance, for example, in the form of the provision of seminar trainers free of charge;
- Holding of FIDE Seminars aimed at improving the administrative and professional capabilities of chess administrators;
- Direct wire transfer to the Association for FIDE approved projects;
- Other forms of assistance.

2.1.1 Any request for funding/assistance by the Association must be initiated by a **Request for Funding** as per template in **Appendix B**.

2.2. The parties agree that **Associational Key Performance Indicators (KPIs)** have been established as per **Appendix C** to assess the performance of the Association under the conditions for the provision of financial assistance from FIDE. At the time of application, the Association undertakes to provide FIDE with information on the current value of KPIs to the best of its understanding.

In the event that the KPIs indicated by the Association in the report are lower than the established ones, FIDE has the right to take this fact into account when signing an agreement for a future period and upon discussion with the Association may:

2.2.1. Stop providing financial assistance to the Association;

2.2.2. Reduce the amount of financial assistance provided to the Association in proportion to the unfulfilled indicators.

In any case, when deciding on the provision/reduction of the amount of financial assistance, FIDE will take into account the objective reasons for the inability of the Association to achieve its KPIs and will work together with the Association, where possible, with the view to improving the performance of the Association.

**2.3.** The Parties agree that in all cases the Association shall cover, at its own expense, all tax or customs fees in connection with the transfer of the assets or its import to the country to which the assets designated for the Association will be transferred.

The Parties have the right to permit any additional donation of funds from FIDE if needed, to service any mandatory payments to be paid by the Association for the importation of such assets.

**2.4.** The specific forms of assistance, planned activities for which assistance is provided, the estimated value of the transferred assets, the timing of the assistance, are set by the Parties in the Appendices concluded, as a rule, before the beginning of each calendar year. The Parties are entitled to supplement the Appendices during the year.

### **3. Reporting of the Association on the use of the received assistance**

**3.1.** The Association is obliged:

3.1.1. No later than thirty (30) working days from the date of receipt of the assets from FIDE, provide confirmation of payment by the Association of mandatory taxes, duties and/or customs fees, confirmation of the registration of the received assets to the Association's records (if such statement is provided by the legislation of the country in which assets are received) and confirmation of the transfer of the assets to its destination (if the transfer of assets was intended for subsequent transfer, for example, to regional offices of the Association). If the legislation of the country where the Association is located provides for other terms of payment of mandatory taxes, duties and/custom fees, the Association shall inform FIDE.

3.1.2. In the case of an event and no later than thirty (30) working days from the date of the event, for which FIDE has provided assistance, provide FIDE with the signed report on the event, including dates and venue, number of participants, provide a link to the report on the Association website and/or the media of the country of the Association, other photographic and/or video reports. FIDE should be informed about the dates of events at least 2 weeks in advance and an invitation should be extended to FIDE representatives.

3.1.3. FIDE reserves the right to request additional reports if necessary with additional supporting documents.

3.1.4. The Association is obliged to conduct the annual audit of its activities according its Statutes or/and financial regulations. In case there is no reference on its Statutes or/and financial regulations and no audit is made, an eligible audit company located in the country of registration of the Association shall perform the audit and present the results of the audit to FIDE within one month of approval of the Association's General Assembly.

**3.2.** FIDE has the right, upon mutual agreement, to cancel the transfer of assistance or change the amount of assistance if, in the opinion of FIDE, the continuation of the transfer of assistance may create reputational damage to FIDE. Such cases include, but are not limited to, the occurrence of disputes of the Association with the competent authorities of the country of registration of the Association, the occurrence of a conflict between the authorities of the Association, other reputational conflicts related to the activities of the Association.

**3.3.** FIDE is obliged after the end of each calendar year and after receiving the event report as referred to in 3.1.2. to confirm within 30 calendar days to the Association that the report is accepted and the all the actions planned and assisted by FIDE were completed. No further claim by FIDE can be made after the acceptance of the report.

#### **4. Term of the Agreement**

**4.1.** The term of the Agreement is set to one (1) calendar year, with the possibility for renewal. The expiration of the Agreement does not relieve the Association from the obligation to report on the use of previously received assets and from the obligations provided for in Section 3 of this Agreement, in case of violation of such obligations.

#### **5. Confidentiality**

**5.1.** The Parties hereby agreed that the content of this Agreement and any Annexes to it is confidential information and shall not be disclosed to third parties.

**6. Other conditions**

**6.1.** The relationships of the Parties that are not regulated by this Agreement are governed by the Law of the country where the Association is registered, and the business customs used in practice.

**6.2.** The Association hereby affirms and confirms that the President of the Association has all the necessary powers to sign this Agreement.

**6.3.** All disputes relating to this Agreement shall be dealt with according to a mutually agreed upon process that will be defined within 30 days of the signing of this agreement.

**6.4.** Upon mutual agreement, amendments may be done to this document.

**7. Signatures of the Parties**

On behalf of FIDE

On behalf of the Association

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\_\_\_\_\_

Arkady V. Dvorkovich

<President Name>

President

President

Date: \_\_\_\_\_

Date: \_\_\_\_\_