

MEMORANDUM OF UNDERSTANDING

Between

U SPORTS

and

(the "Host")

for the

(the "Championship")



2025 U SPORTS CHAMPIONSHIP

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN:

(herein referred to as "Host")

Address line #1 Address line #2 Address line #3

- and -

U SPORTS (herein referred to as "U SPORTS")

45 Vogell Road, Suite 701 Richmond Hill, Ontario L4B 3P6

BACKGROUND

- U SPORTS is the national governing body of interuniversity sport in Canada with responsibility for organizing National Championships as well as National Semi-finals;
- The Host has submitted a bid proposal to host the Championship following the requirements of the bid book (the "Bid Book");
- Based on the bid proposal submitted by the Host (the "Bid Document"), the Host has won the right to host the Championship;
- U SPORTS has agreed to provide organizational assistance for the Championship;
- The Host is responsible for payment of all fees as outlined in this MOU including rights fees and other fees to U SPORTS, unless otherwise agreed to in writing with U SPORTS;
- The Parties have agreed to the financial consideration upon which the Host will host the Championship and U SPORTS will provide organizational assistance; and
- The Parties wish to enter into this MOU to establish such terms and conditions prior to public announcement that the Host has won the right to host the Championship with the intent that a formal Host agreement will be executed prior to Date TBD.

IN CONSIDERATION of the mutual promises and agreements hereinafter, U SPORTS and the Host agree as follows:

GRANT OF HOSTING RIGHTS

 The Host is authorized by U SPORTS to host the Championship on the terms and conditions as set out in the Bid Book (attached as "Appendix A"). The provisions of the Bid Document (attached as "Appendix B") submitted by the Host in support of its

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application to host the Championship and all of the commitments, declarations and guarantees of the Host therein are incorporated into this MOU and continue to be binding commitments of the Host.

<u>TERM</u>

2. This MOU will be in effect for the period from Date TBD to Date TBD (the "Term") or until such time that the host agreement is signed by both parties.

CHAMPIONSHIP DATE

3. The Championship will take place on **Date TBD (the "Competition Days").** The preceding day, **Date TBD** will be reserved by the Host as a practice day (the "**Practice Day**").

CHAMPIONSHIP LOCATION

4. The Championship will take place at Location TBD.

FINANCIAL COMMITMENT - GENERAL

5. The Host agrees to assume the financial, administrative and organizational responsibilities of organizing, staging and delivering the Championship, including without limitation, any costs in excess of the budget. The Host will be solely responsible for preparing and meeting the budget associated with the Championship. From time to time, U SPORTS may ask the Host to provide budget updates and status reports.

FINANCIAL COMMITMENT - RIGHTS FEE AND ADDITIONAL FINANCIAL OBLIGATIONS

- 6. In consideration of U SPORTS accepting the bid of the Host to host the Championship, the Host agrees to pay the following amounts as set out and in accordance with the Bid Book:
 - i. **Rights Fee**: The Host commits to the prompt payment of the required \$TBD Rights Fee upon being awarded the hosting rights and receipt of invoice from U SPORTS.
 - ii. **Payment of 12.5% of Gross Ticket Revenue:** The Host acknowledges the obligation to remit 12.5% of gross ticket revenue and to ensure its accurate and timely reporting and submission.
 - iii. **Payment of Sponsorship Terms:** The Host is fully prepared to adhere to the sponsorship terms outlined in Section 2 of the Bid Book, focusing on revenue generation.

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iv. Payment of 10% Merchandise Sales: The Host assures the accurate calculation and prompt remittance of 10% of merchandise sales revenue, in line with the financial framework of the Championship.

INTELLECTUAL PROPERTY- OWNERSHIP

7. U SPORTS is the exclusive owner of the U SPORTS brand, the Championship brand, the All-Canadians brand, and all logos and associated wordmarks (collectively, the "Brand"). All rights and goodwill in relation to the Brand as well as to the Championship are the property of and will remain vested in U SPORTS both during and after the term of this MOU.

BRAND USE & APPROVAL PROCESS

8. U SPORTS must approve all uses of the Brand and the Championship brand to ensure Brand guidelines are being followed.

POST CHAMPIONSHIP REPORTING

- **9.** The Host will submit to U SPORTS a full financial report no later than 30 days following the Championship.
- **10.** The Host will submit to U SPORTS a Championship Convenor Report, including a written evaluation of the Championship, no later than 30 days following the Championship.

OFFICIAL LANGUAGES

11. All services and materials related to the Championship shall be delivered by the Host and U SPORTS in both English and French.

GENERAL LIABILITY INSURANCE

12. The Host will obtain and maintain in force during the Championship, at its expense, a minimum of \$5,000,000 general liability insurance for property damage, bodily injury or death to any person(s) participating in or attending the Championship and covering any claims arising from such property damage, injury or death brought by third parties. U SPORTS will be named as an additional insured for the period of the Championship.

INDEMNIFICATION

13. The Host and U SPORTS agree to indemnify and hold harmless each other and their respective officers, directors, employees, and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, and disbursements, including without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any

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action, suit, or proceeding, but only to the extent caused by: (a) any breach by a party of its obligations under this MOU, or (b) a party's negligence in performing its duties or responsibilities under this MOU. This indemnity shall survive the expiry or termination of this MOU.

MUTUAL CO-OPERATION

14. The Host and U SPORTS agree to perform their commitments hereunder with due diligence and in good faith and to provide such documentation, orientation and assistance to each other as may reasonably be required to support the execution of a formal Host Agreement prior to Date TBD.

NO PARTNERSHIP

15. Neither this MOU nor the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between the parties.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be executed by their duly authorized representatives.

U SPORTS	HOST SCHOOL
Per: Lisette Johnson-Stapley Chief Sport Officer	Per: Athletic Director Date:
Date:	

Attachments:

Appendix A – Bid Book

Appendix B – Bid Document

