

**CONTRACT BETWEEN THE ICMG AND THE HOST CITY
OF THE XXI MEDITERRANEAN GAMES**

executed in Heraklion on the 8th day of September 2023

BETWEEN

THE INTERNATIONAL COMMITTEE OF THE MEDITERRANEAN GAMES

represented by Mr. Davide TIZZANO and Mr. Iakovos FILIPPOUSIS, duly authorised for all purposes hereof (the "**ICMG**")

AND

THE KOSOVO OLYMPIC COMMITTEE

represented by Mr. Ismet KRASNIQI duly authorised for all purposes hereof (the "**Host NOC**")

AND

THE MUNICIPALITY OF PRISHTINA

represented by Mr. Perparim RAMA duly authorised for all purposes hereof (the "**Host CITY**")

AND

in the presence of **THE GOVERNMENT OF THE REPUBLIC OF KOSOVO**

represented by the Honourable Minister of Finance Mr. Hekuran MURATI

and by the Honourable Minister of Sport Mr. Hajrulla CEKU

duly authorised for all purposes hereof (the "**Host State**"), who intervene in this contract to confirm and to guarantee the areas of responsibility assumed by the Government in the candidacy dossier, which is intended to be referred to and attached herein.

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Whereas taking into account that, in accordance with the ICMG Charter, the ICMG is the exclusive owner of the Mediterranean Games and owner of all rights arising thereof, notably the rights concerning their organization, exploitation, retransmission and reproduction by any mean;

Whereas the City of Prishtina and the NOC of Kosovo have asked the ICMG to consider their candidature for the organization of the XXI Mediterranean Games (hereinafter the Games);

Whereas during the General Assembly of September 8th, 2023, the ICMG carefully considered the candidature of the City and the NOC.

Whereas the vote by the General Assembly of September 8th, 2023, was in favour of the City of Prishtina;

Whereas the ICMG has taken into account the history of the previous Mediterranean Games and took note of the City's and the NOC's wish to participate in their tradition by organizing the Mediterranean Games;

Whereas, the ICMG has taken note of, and has specifically relied upon, the undertakings of the Host City and the Host NOC as well as of the Government of the country in which the Host City and the Host NOC are situated (the "Host State") to respect the ICMG Charter;

Whereas the ICMG has taken note of, and has specifically relied upon, the general guarantees, including the financial guarantees, offered by the country's Government (hereinafter «the Government»), where the City and the NOC are located, of its commitment to provide all necessary means for the smooth running of the Games, and to respect the ICMG Charter;

Whereas the ICMG has considered the commitment of the City and the NOC to organize the Mediterranean Games in total conformity with the provisions of the ICMG Charter;

Whereas the mutual wish of the ICMG, the City and the NOC is that the Games are organised in the best possible way and that they take place in the best possible conditions for the benefit of the athletes of the Mediterranean basin;

Whereas, by contributing to the history of the Mediterranean Games, the City and the NOC recognize the importance of presenting Games by using modern technology and facilities, which may later be used by the athletes of the Host Country;

Whereas the City and the NOC acknowledge the importance of ensuring the fullest possible broadcast international promotion and other media coverage of the Games with the widest possible audience impact, and they accept to make any effort to attain these objectives also with the full cooperation with ICMG and Rights-Holding Broadcasters;

Whereas the will of the ICMG, of the City and the NOC is that the Games should contribute decisively to the development of sport in the Host Country;

Whereas considering the objectives hereby defined, and having taken into account the project of organising the Mediterranean Games presented by the City and the NOC, the ICMG has chosen to elect the City of Prishtina as "Host City of the Games" and has appointed the NOC of Kosovo as the National Olympic Committee responsible for the Games;

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Whereas consequently, this designation may be affected if the Organising Committee of the Games is to modify important elements of this project (*i.e.: construction and dimensions of the Mediterranean Village and of the principal sports venues in particular*) without the prior written consent of the ICMG;

Whereas the City, within its competence, will adopt all measures and enact all necessary laws, ordinances or regulations (including local, regional or national laws, ordinances or regulations) which may be required in order to ensure full compliance with the present contract;

Whereas the city and the NOC guarantee that the documents relating to the commitments of their Government, as well as the candidacy dossier, be annexed to the present contract and be considered as binding documents;

Whereas the City and the NOC acknowledge that doping is contrary to the fundamental principles of Olympism and the spirit of sport, which is characterised by the following values: ethics, fair-play, honesty, friendship, health, excellence in performance, character and education, fun and joy, teamwork, dedication and commitment, respect for rules and laws, respect for self and other participants, courage, community and solidarity, and whereas the City and the NOC undertake to do their utmost in order to support the ICMG in its fight against doping, including acting in accordance with the provisions of the ICMG Anti-doping Rules and the World Anti-Doping Code published by the WADA;

Whereas the City and the NOC acknowledge and agree to carry out their activities pursuant to this contract in full compliance with universal fundamental ethical principles, including those contained in the ICMG Ethics Code;

Whereas the ICMG Charter requires the formation of an Organising Committee of the Mediterranean Games (the "OCMG"), which shall intervene as a party and adhere to this Contract, and the term "Parties", as used herein, shall refer collectively to the Host City, the Host NOC, the OCMG and the ICMG;

Whereas the parties accept that the above-mentioned preambles are part of the present contract.

NOW THEREFORE, TAKING INTO CONSIDERATION THE ABOVE AND ACCORDING TO THE TERMS AND CONDITIONS OF THE PRESENT CONTRACT AND TO THE PROVISIONS OF THE ICMG CHARTER, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

I - BASIC PRINCIPLES

1. Organisation of the Games

The ICMG entrusts, by the present contract, the organization of the XXI Mediterranean Games to the City of Prishtina and the NOC of Kosovo, which commit jointly and mutually to fulfil their obligations in total conformity with the provisions of the ICMG Charter, the terms of the present contract, and the decisions, and/or the directives, and/or the recommendations of the ICMG Executive Committee.

The candidacy document, presented by the City of Prishtina and the NOC of Kosovo based on the indications included in the ICMG Candidacy Manual,

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forms an integral part of this contract. Any change to the various information included in the candidacy document, has to be submitted for approval to the Executive Committee of the ICMG.

This contract takes effect on the date of its signature and covers the entire period of preparation and celebration of the Games.

The Games will take place on the dates proposed in the candidacy dossier. The ICMG will confirm these dates and reserves the right to modify them for reasons of interest to the organisation of the Games, and in exceptional circumstances properly deemed justifiable.

2. Commitment of the Government of the Host Country

The City and the NOC having presented, along with their candidature, the guarantee of their country's government to respect the provisions of the ICMG Charter, including the free access to the Host Country of all accredited people upon presentation of a passport or an equivalent identity document (and eventually a visa), hereby confirm said commitment based on the fact that the Government of the Host Country has authorised them to annex this guarantee to the present contract, as integral part of it.

Without prejudice to the provisions of the previous section, it is understood that the Host City and the NOC do not undertake any guarantee that would be in violation of the laws of the Host Country and (or) rules of international law.

3. Media Coverage

Recognising that the widest possible media coverage of the Games is essential for their success, the City and the NOC commit to respect the guidelines of the ICMG Charter and the decisions, and/or the directives, and/or the recommendations of the ICMG concerning the means to be put at the disposal of the media before and during the Games.

4. Previous agreements null and void

The City and the NOC declare and accept that all commitment or agreement that is not approved by the ICMG Executive Committee, concluded by one or the other among them before the conclusion of the present contract, and related in any way to the Games, is non-opposable to the ICMG and, concerning the application and entering into force of the present contract, is null and void and without any effect.

5. Establishment of the Games' Organising Committee and adhesion by the OCMG to the Host City Contract

The host NOC, in cooperation with the host City, will establish as soon as possible, and at the latest within six months from the signature of this contract, an Organising Committee of the Mediterranean Games (hereafter "OCMG") as an entity endowed with legal personality under the laws of the Host Country and in a manner providing for maximum efficiency with respect to its operations and its rights and obligations under this Contract. The Host City and the Host NOC shall keep the ICMG informed on all matters relating to the structuring and formation of the OCMG.

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All agreements and other contractual or legal documents relating to the formation and governance of the OCMG, as well as any subsequent changes thereto, shall be subject to the ICMG's prior written approval.

The City and the NOC declare and agree to apply faithfully the rules of the ICMG Charter governing this matter.

The inability to honour the deadline fixed for setting up the OCMG, the breach of the required and proven conditions of operation, are liable to the implementation of the cancellation provisions as set out in article 44 of the present contract.

The seat of the OCMG must be in the City where the Games will be organised.

6. Commitment of the Organising Committee of the Games

The Host City and the Host NOC are responsible to ensure that, within one (1) month after the OCMG's formation, the OCMG intervenes as a party to this contract and adheres to all of its terms, so that all terms of the host city contract relating to the OCMG and in particular all the rights, obligations, and guarantees of the OCMG provided for in such contract, are legally binding upon the OCMG as if it were an original party thereto.

The Host City and the Host NOC shall ensure that the OCMG executes and delivers to the ICMG any documents that may be necessary to effect and confirm the OCMG's adherence to the host city contract, as well as obtain and forward to the ICMG Executive Committee the written confirmation of the OCMG that the latter is jointly and mutually responsible with the City and the NOC of all the commitments and obligations contracted by each one of them concerning the organisation and the running of the Games.

The Host City and the Host NOC undertake to intervene with the Host State Authorities so that the announcement of the constitution of the OCMG is made in public and institutional form, through publication in the State Official Gazette, or in the minutes of the Council of Ministers, or in any other form deemed valid according to state law.

7. Joint and several liabilities of the Host City, the Host NOC and the OCMG

The Host City, the Host NOC and the OCMG shall be jointly and severally liable for all their obligations, guarantees, representations and other commitments under the contract, whether entered into individually or collectively; they will jointly and mutually assume the entire responsibility, particularly financial, of the organisation and the running of the Games, in accordance with the written guaranties included in the candidature file.

The joint and several liabilities of the Host City, the Host NOC and the OCMG shall, in particular, apply in respect of all damages, costs and liabilities of any nature, direct or indirect, which may result from their breach of any provision of this Contract.

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8. Validation of commitments

The Host City and the Host NOC declare and accept that any commitment or agreement not having been approved by the Executive Committee of the ICMG, concluded by any of the contacting parties before the conclusion of this contract, relating whatsoever to the Games, it is unenforceable against the ICMG and, as regards the application and enforcement of this contract, is null and void and completely devoid of effect.

II - ORGANISATION PRINCIPLES

The ICMG, sole and exclusive owner of the Mediterranean Games and of the Mediterranean Beach Games, is the international body concerned to supervise the organisation of the Mediterranean Games and to ensure their running according to the Olympic ideal, as described in the ICMG Charter and in the respect of the provisions and clauses of the present contract.

9. General organization scheme

This scheme includes mainly - though the list hereunder is not considered exhaustive - the following operations:

- the material organisation of the sports competitions, the opening and closing ceremonies as well as the awarding of medals and diplomas
- the organisation of services and the delivery of accreditation cards according to the principles established by the ICMG Statutes and Regulations
- the organisation of the accommodation and catering of the athletes and officials of each delegation participating, as well as of the Referees and Judges, of the organisers, the VIPs, the media representatives and in general of all accredited persons
- the organisation of security and transportation for the sports venues and non-sports venues (*airport(s) or other points of entry/departure, Mediterranean Village, etc*) and facilities chosen by the City, the NOC and the OCMG, as well as their access conditions
- the organisation of the medical assistance for all accredited persons, as well as of anti-doping control and, if necessary, of gender control
- the organisation of all services and means provided to the media representatives: written, radio or television press, social media and website
- the organisation of the official publications, as well as sending out regular information reports to the ICMG
- the establishment of a digital data analysis system and pertinent platform for the management of competitions and public communication of the results of the different phases of competitions

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- as well as putting at the disposal of the ICMG, in the form of a database, of all this information (results, inscriptions, participations, statistics, etc.) the day after the closing ceremony
- the organisation and cover of the cost of transportation and accommodation at the sports venues, for the accredited persons
- the conception and the overall organisation of all promotional campaigns of the Games, the commercial exploitation on national and international level, the publicity rights, the promotional or advertising use, the diffusion and/or distribution relating to the Mediterranean Games in the conditions defined in this contract and, in particular, to those hereunder articles V-28 and VI-32 and 33.

and in general,

- the organisation and setting up of all services and means necessary for the smooth running of the Games.

10. Compliance with certain provisions

Referring to the provisions of the ICMG Charter and to the terms of the present contract the City and the NOC confirm:

a) that the Games will run properly, as an independent event and not in relation to or at the same time with another national or international event, such as a fair or an exhibition,

b) that the City will not use the Games for any purpose other than the interests of the Mediterranean Olympic Movement,

c) that no agreement relating in any way to the Games will be entered into between the OCMG and any national organisation, governmental or not, without the consent of the ICMG Executive Committee or the ICMG President,

d) that no invitation or accreditation, relating in any way to the Games, will be issued to a political personality or a foreign government representative without the prior consent of the ICMG Executive Committee or the ICMG President

e) that all form of participation or support of irregular and illegal sports betting relating to the Mediterranean Games, as well as any form of promotion of irregular and illegal sports betting related to the Games will be prohibited; for these purposes, the Host City, the Host NOC and the OCMG shall not, directly or indirectly, participate in, support or be supported by any sport betting in relation to the Games; they shall support the ICMG in ensuring that the integrity of sport is fully protected with respect to any betting activities in relation to the Games and manipulation of competitions.

11. Promotion of Olympism and the Games, TV and media coverage

The Host City, the Host NOC and the OCMG undertake to abide by the provisions of the ICMG Charter and the ICMG Ethics Code and agree to conduct their activities related to the organisation of the Games in a manner which promotes and enhances the fundamental principles and values of

Olympism, as well as the development of the Olympism, of the spiritual values, of the sports merit, to strengthen the ties of friendship and peace between the youth, athletes and sports community of the Mediterranean basin during the great Mediterranean celebration of the Sport that are the Mediterranean Games, including their social, educational and moral aspects.

In the conduct of such activities, the Host City, the Host NOC and the OCMG shall comply with all international agreements, laws and regulations applicable in the Host Country, in particular with regard to planning, construction, protection of the environment, health and safety, labour and working conditions and cultural heritage.

The contracting parties should ensure the best possible media coverage of the Games.

In addition to what the ICMG Charter and this contract provide, for the promotion of the Games, their fullest media coverage and their legacy, in a manner consistent with ICMG's digital strategy which is increasingly oriented towards a digital lifestyle, now widely practiced and accepted by all in sport, the Host City and the Host NOC are committed to cooperate to offer digital support with a program that allows the Games to be followed by the widest possible public, in the Host Country and in the Mediterranean basin.

Upon the establishment of the OCMG, it has to set up a website, in the language of its country and, at least, in French and in English. This website will contain useful information for the participating NOCs and the public in general, and, during the Games, the results of the different phases of the competitions. The ICMG reserves the right to check. The OCMG assumes full responsibility for the website's contents.

TV and Media Coverage. Appointment and general obligation of Host Broadcaster

In the matter concerning TV and Media Coverage, in addition to the provisions of the following "VI - FINANCIAL AND COMMERCIAL OBLIGATIONS point 32. Exclusive right of the CIJM on Games - Assignment of rights to the City under condition", the Host NOC, the Host City and the OCMG declare to take note and accept the following:

a) They shall have the responsibility to appoint a Host Broadcaster, at its cost, who shall provide a high-quality International Signal for the Event object of this contract. Without prejudice to the foregoing, it is understood and agreed that they will provide the ICMG, and/or to TV partners that the ICMG will designate, a TV-signal (at tailback of an OB van) of the Events, in line with the high standards of the Mediterranean Games (to a scope and standard at least similar to 2022 Mediterranean Games and the 2023 Mediterranean Beach Games) without any compensation being due by the ICMG, which shall include at least:

- The opening ceremony and closing ceremony.
- All sports and disciplines semi-finals and finals (including all medal matches/events).

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- A forty-five (45) minutes daily highlights summary with coverage of all sports and disciplines of the daily sports programme of the Event.
- Promotional and other footage in a timely manner before the Event, and
- Additional coverage / footage may be reasonably requested by the ICMG for which Licensor shall use best efforts to procure, subject to the ICMG requesting such coverage / footage at least one (1) month prior to the opening ceremony of the relevant Event.
- Live broadcast production cannot be less than 80 hours in total.

b) They shall provide a Streaming Signal of all competition. For the avoidance of doubt, the Streaming Signal should consist of coverage from at least one (1) television camera, associated sound and basic data and graphics.

c) If deemed necessary by the ICMG, the Host Broadcaster shall produce an international audio signal of Event for radio transmission, such audio signal to conform to the highest attainable professional standards and to be totally devoid of any added commercial material (save, and subject always to applicable laws, for mentioning of the official name of the Event(s), including title sponsor, if any). For this purpose, ICMG must submit an official request one month before the opening ceremony. For the avoidance of doubt, the clean audio tracks of the International Signal are deemed sufficient to be used as international audio signal of an Event for radio transmission.

d) They shall deliver, free of charge for the ICMG and the authorised broadcasters, any live or delayed International Signal produced from the Event to a satellite covering, as a minimum, the European, North African and Middle Eastern Territories. In addition, they shall deliver, free of charge for the ICMG and the authorised broadcasters, the International Signal and the Streaming Signal via internet protocol technology (IP) such as "SRT" to the ICMG for use by the ICMG and/or its authorised broadcasters. No use of the audio or audiovisual images or parts thereof by any third party shall be permitted unless the prior written consent of the ICMG has been obtained.

e) They shall agree with the ICMG the dates, locations, final timetables, disciplines, structure and other relevant details of the Event at the latest eight months before the opening ceremony, and they shall not modify the afore listed details of the Events after they have been decided, except in cases of agreed with the ICMG. It being understood that, in case of the Parties' consistent failure to come to an agreement in this matter, the ICMG shall have the final say.

f) The Parties acknowledge and agree that all underlying rights under copyright law in the International Signal shall be owned by the ICMG. No use of the audio or audiovisual images or parts thereof by any third party shall be permitted unless the prior written consent of the ICMG has been obtained.

12. Validity of agreements

The City and the NOC hereby recognise and confirm:

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a) that the validity of all agreements concerning directly or indirectly the Games or the material or intellectual rights of the Games or of the ICMG is subject to the approval of the ICMG Executive Committee.

b) that the OCMG will establish and submit for the approval of the ICMG Executive Committee the standard contracts destined to be concluded between the OCMG and third parties and, it will make sure that any agreement entered into between the OCMG and third parties is in accordance with this standard contract. Any modification to the standard contracts will have to be submitted to the prior approval of the ICMG Executive Committee.

13. General organization project

As soon as possible, but in any case, at the latest six months after the establishment of the OCMG, the latter will submit a general project of organisation (permitting a global vision as much structurally as functionally, including administrative and economic data) of the OCMG and of the Games to the approval of the ICMG Executive Committee. Any modification to be made at a later date to this plan will be submitted for approval to the ICMG Executive Committee.

14. Security

The City and the NOC make the commitment that all the proper and necessary security measures are taken by the competent authorities of the host country, that shall be responsible for all aspects of security in relation to the Games. The City, the NOC and the OCMG shall ensure, and shall cause the host country authorities to ensure, that all appropriate and necessary measures shall be taken in order to guarantee the safe and peaceful celebration of the Games. They shall also report to the ICMG on security matters, on a regular basis or as otherwise requested by the ICMG, including responding in a timely manner to any specific questions raised by the ICMG.

15. Medical services

The City, the NOC and the OCMG will be responsible for all aspects of health/medical services relating to the Games, through the competent authorities in the host country. The City, the NOC and the OCMG will be responsible for applying all proper and necessary health/medical services and for setting up the premises, material and competent personnel necessary for doping control and for the medical care of the athletes.

The contract between the OCMG and the Laboratory in charge of the doping control will have to be signed at the latest a year before the Games.

The OCMG shall bear all expenses related to anti-doping operations that will be decided upon in consultation with the ICMG Medical and Scientific Commission, including the cost of the Laboratory, of material (kits, forms, etc.) and of the operation of the International Testing Agency (ITA).

In confirming all above, ICMG, at its unquestionable decision, can delegate to ITA the management and implementation of one or more areas of the anti-doping program for the Games, mandatory for the ICMG Anti-doping Rules and

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for the WADA Code, through the signature of an Anti-Doping Service Agreement between ICMG, OCMG and ITA, the costs of which will be borne by the OCMBG.

Medical care will be offered free of charge to all persons accredited to the Games and in all circumstances arising during their stay in the country hosting the Games.

All these provisions will have to be validated by the ICMG Executive Committee, upon proposal of the ICMG Medical and Scientific Commission, the Disciplinary Anti-doping Commission and the Ethics and Juridical Commission, each within their respective areas of competence.

16. Pricing of external services (rate card)

Two years before the Games at the very latest, a price list in EURO for the external services such as: transportation, radio communication, including phone charges, specific equipments for the press, radio and television, renting of premises, parking places and special equipment, will be submitted by the OCMG for approval by the ICMG Executive Committee.

With the aim of promoting the Mediterranean Olympic Movement on a national and international scale, the OCMG will make sure to reduce its charges to a minimum.

As soon as the ICMG Executive Committee approves the price list of the external services, this will have to be immediately communicated to the participating NOCs.

17. Progress reports

From the date of its establishment, the OCMG will send to the ICMG Executive Committee an annual report in French, English and Arabic, on the progress of the Games' preparation.

Two years before the opening of the Games, these reports will be sent every three months. Moreover, the OCMG will offer written reports, as well as verbal reports every time the ICMG Executive Committee requests so.

The decisions taken by the ICMG Executive Committee or the General Assembly, according to the ICMG Charter or the present contract, arising from such reports, will have to be immediately implemented.

18. Final report

In addition to the complete database with all the information on the Games which is included in point 9 above, which has to be put at the disposal of the ICMG the day after the closing ceremony, the OCMG will submit to the ICMG Executive Committee, according to the provisions of the ICMG Charter, a final report in French, English and Arabic, on all the aspects of the organisation of the Mediterranean Games, including the accounts as well as the verified and certified balance sheets, in the year following the closing of the Games.

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With regard to the content of this final report, the OCMG undertakes to scrupulously conform to the directives and/or the recommendations made on the subject by the ICMG.

III - ACCOMMODATION AND CATERING

The organisation of the accommodation will be the responsibility of the OCMG, which will have to take care of this aspect, respecting the ICMG Charter and the terms of the present contract.

19. Mediterranean Village/ Accommodation venue(s) for the athletes

According to the specific recommendations attached to the present contract, a Mediterranean Village reserved for the athletes and the officials of the delegations will be set up and accommodation will be provided to them at the lowest possible cost, under subject to the agreement of the ICMG Executive Committee.

When the candidature dossier provides for the construction of a village, the deadlines for the construction (beginning and end of works) indicated in the dossier will have to be respected. Failure to meet this requirement is liable to the provisions of termination as set out in article 44 of the present contract.

The premises of this village will be made available to the delegations at least five days before the date of the opening ceremony. They will remain available for at least three days after the closing ceremony.

An estimate of the number of athletes, teams' officials and other team personnel will be established at the closing of the preceding Games, by agreement between the ICMG and the OCMG.

Full and sufficient catering services and all the other necessary services such as transportation, medical care etc. will also be organised by the OCMG for the benefit of all delegations.

Accommodation and catering will meet a minimum standard of comfort similar to 3-star category hotels. The proportion of WC/showers per inhabitant of the village cannot exceed the ratio of 4 athletes per WC/shower.

Spaces sufficient in number and size will be at the disposal of each delegation in order to allow to set up offices as well as medical and physiotherapy services for each NOC.

Should a free of charge period be provided for in the candidature file, but for a limited period, the above-mentioned services will be provided free of charge to the athletes of the delegations for a period of at least 3 days before the beginning of the competitions in their sport until 2 days after the finals of their sport.

Beyond this period, the services mentioned above will be provided on a fixed base rate per person and billed by the OCMG to each delegation. The fixed base rate, as well as the terms of payment, will be defined by common

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agreement between the OCMG and the ICMG Executive Committee, and officially announced by the OCMG at least two years before the opening of the Games.

Any derogation, even temporary, concerning the number and location of other villages will have to be submitted for approval to the ICMG Executive Committee.

20. Geographical position

In continuity with past experiences and to preserve the tradition of the Games, the Mediterranean Village should be placed by the sea or as close to the sea as possible. The ICMG will however take into account the geographical position of the Host City, which may not overlook the sea. In this case the Mediterranean Village should be as close as possible to the main sports venues or to the Olympic center. A site map of all the venues will be provided by the OCMG indicating the exact distances between the sports venues and the various activities facilities relating to the Games.

A final document taking into account any possible changes will be submitted for approval to the ICMG Executive Committee, at the latest two years before the opening date of the Games.

21. Accommodation of extra Officials

Accommodation arrangements for extra officials shall be defined by common agreement between the OCMG and the ICMG Executive Committee and shall be officially announced by the OCMG at least one year before the opening of the Games.

22. Accommodation of Judges and Referees and the Technical Delegates of the IFs

Special arrangements will be made to ensure the accommodation of judges and referees in the spirit of the Olympic rules, as well as of technical Delegates designated by International Sports Federations in the Games' programme, according to ICMG indications.

23. Media accommodation

The OCMG and the City will see to propose to the media representatives either a village or a group of hotels of various categories, with all the necessary working conditions, at the most reasonable cost; all those arrangements are subject to the approval of the ICMG Executive Committee. These accommodations will be situated as close to the main sports venues and to the International Broadcasting Centre as possible, and they will be made available to the media representatives at the same period as when the Mediterranean Village will be open for the delegations participating in the Games.

The various prices will be officially announced by the OCMG at least two years before the opening of the Games.

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24. Hotel prices

The City, the NOC and the OCMG will do their best to get the most reasonable rates for visitors, officials or not. The City will take all the necessary measures to monitor availability and prices of hotel rooms in and around the City, during the Games.

In the absence of any other agreement approved by the ICMG Executive Committee, the prices of hotel rooms, conference halls and additional services should not exceed the rates used the year preceding the Games, eventually adjusted to the official inflation rate.

The rates will be officially announced by the OCMG at least one (1) year before the opening of the Games.

The use of a service provider for handling hotel issues also involves compliance with the provisions as set out in this article; the outsourcing of a service does in no way modify the obligations imposed herein.

25. Accommodation of the Olympic Mediterranean Family

The OCMG will offer appropriate accommodation to all the accredited members of the Olympic Mediterranean Family, as defined in the ICMG Charter and clarified in article X of the present contract.

IV - TRANSPORT ORGANISATION

26. Transport network

The City and the OCMG will be responsible for setting up a free of charge transport network within and around the city, as well as between the airport, the port or the railway station servicing the city, the Mediterranean Village, the venues, for the athletes, the coaches, the officials, and the accredited media representatives, as well as for the material and equipment necessary for the training and competition of the athletes during the Games.

27. Auto Park (delegations)

The transport system provided by the OCMG will consist of a vehicle park (*cars, coaches, minibuses*) with drivers at the disposal of each delegation, proportionally to the number of their members. The vehicle distribution plan should be submitted for approval to the ICMG Executive Committee.

The local transportation fees from the accommodation venue of each national sports delegation to the sports venues are borne by the OCMG.

V - SPORTS ORGANISATION

28. Sports and cultural programme

Two years before the Games at the latest, the complete sports and cultural programmes of the Games should be submitted by the OCMG to the approval of the ICMG Executive Committee.

The cultural programme should aim to promote harmonious international relations and friendship, especially among the participants, the spectators and the local population of the Games. It will also have to take an interest in the protection and preservation of the environment.

The OCMG will also have to commit to designing and carrying out a Legacy promotional programme of the Mediterranean Games which will be included in the general programme of activities.

It commits to include this programme in its budgets under a specific line, and to entrust its execution to an individual or to any other partner clearly identified, who will carry out careful checks to ensure that all commitments undertaken regarding this Legacy programme be honoured in accordance with the ICMG, and who will regularly report to the latter.

29. Minimum technical requirements

The OCMG should commit to respect the minimum requirements for each sport and each event as defined by the ICMG Technical Regulations established by the ICMG Executive Committee upon proposal by the ICMG MG Sports Program Commission.

The OCMG commits to meet the deadlines set by the ICMG MG Sports Program Commission contained in the document entitled "Technical Milestones."

The OCMG should ensure compliance with the requirements for each sport and each event, as defined by the ICMG Technical Regulations and the Regulations of the International Sports Federations.

30. Sports venues

The sports venues proposed by the City, the NOC and the OCMG in their file on the organisation of the Games may, in cooperation with the ICMG, and after consultation with the Technical Commission, be modified and submitted to the prior approval of the ICMG Executive Committee.

The City, the NOC and the OCMG recognise that their obligation to appropriately provide adequate and sufficiently equipped sports venues also concerns the training venues, which should be sufficient in number.

31. Import of material

The City, the NOC and the OCMG will take all necessary measures to facilitate the import, exempting custom duties, of material (*including medical material and medical products*) and equipment necessary to the National Olympic Committees and the International Federations, on the occasion of the Games, as well as the material and equipment necessary to the representatives of the accredited media, as well as to partners, under the condition that this material

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and equipment will be used during the Games or re-exported to the country of origin after the Games.

VI - FINANCIAL AND COMMERCIAL OBLIGATIONS

32. Exclusive right of ICMG on the Games - Cession of rights to the City under condition

In accordance with the ICMG Charter and the present contract, the Host City, the Host NOC and the OCMG agree that the Games, including all competition events and other events and activities organised by the Host City, the Host NOC and/or the OCMG pursuant to the present contract, are the exclusive property of the ICMG, which owns all rights, including Intellectual property rights, in relation thereto. The ICMG owns, in particular all rights relating to:

1. the organisation, exploitation and marketing of the Games;
2. authorising the capture of still and moving images of the Games for use by the media;
3. the registration of audio-visual recordings of the Games;
4. the broadcasting, transmission, retransmission, reproduction, display, dissemination, making available or otherwise communicating to the public, by any means now known or to be developed in the future, works or signals embodying audio-visual registrations or recordings of the Games;
5. the ICMG symbol, flag, motto and other properties, as well as all rights to the use thereof, in particular, use for any exploitation or advertising purposes.

All of the above incontestably established,

- a) the ICMG owns all rights and data relating to the Games broadcast, coverage and exhibition and has the exclusive right to negotiate and conclude agreements with third parties in relation thereto, as well as to make any statements relating to such negotiations or agreements. The OCMG shall respect all broadcast agreements entered into by the ICMG and, upon request of the ICMG, assist the ICMG in connection with the effective discharge by the ICMG of its obligations under all such broadcast agreements including, where appropriate, by entering into direct agreements with the applicable rights-holding broadcasters with respect to the provision of certain facilities and services.

The OCMG shall also provide all other services and facilities contemplated in this contract.

- b) The Host City and the Host NOC recognise, with no limitation to the provisions of the ICMG Charter, that the Games placed under the control of the OCMG.

The ICMG Executive Committee may cede, assign or transfer all or part of these rights to third parties of its choice, including the rights relating to or arising from the official emblem of the Games, the mascot, posters and all representation or graphic, text or visual design relating to the Games.

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This cession of rights to the OCMG is executed only if the ICMG Executive Committee is satisfied with the protection regime of the ICMG property rights, in relation to the various objects and brands.

Moreover, the Host City and the Host NOC agree to commit that if, for any reason whatsoever, the City, the NOC, the OCMG or any other third party obtain rights directly or indirectly related to the Games, due to any kind of agreement concluded with the City, the NOC or the OCMG, the latter hold the rights as fiduciaries in favour of the ICMG and they restore them under all circumstances to the ICMG at their own cost in a form to be defined by the ICMG Executive Committee.

This cession of rights is applied taking into account the precisions and provisions contained in the appendix "Commitment pertaining to the candidature for the organisation of the XXI Mediterranean Games – Marketing, Communications and Technology".

- c) The cession of the aforementioned rights is granted for the XXI Mediterranean Games to the NOC of Kosovo against the payment of a fixed sum of EUR 2,500,000 net, to be paid to the ICMG account and fixed, by mutual agreement between the parties to cover all responsibilities and rights delegated by the ICMG to the City, the NOC and the OCMG.

Credits held by the ICMG will only be extinguished on the day of the full collection of the amount referred to this cession.

Unless otherwise instructed in writing by the ICMG, this amount will be paid in euros by wire transfer to the account held in the name of the ICMG (International Committee of the Mediterranean Games) at the Bank:

NATIONAL BANK OF GREECE SA

IBAN: GR4801101790000017948005917

SWIFT/BIC Code: ETHNGRAA

according to the following instalment plan:

- the amount of EUR 500,000 at the signature of the present contract
- the amount of EUR 400,000 on June 1st, 2024
- the amount of EUR 400,000 on June 1st, 2025
- the amount of EUR 300,000 on June 1st, 2026
- the amount of EUR 300,000 on June 1st, 2027
- the amount of EUR 300,000 on June 1st, 2028
- the amount of EUR 200,000 on June 1st, 2029
- the amount of EUR 100,000 on June 1st, 2030

In the framework of the cession provided in article VI-c) above, the OCMG assumes the exclusive responsibility of the overall design and organisation of the commercial exploitation, on both national and international levels, of the publicity, promotional or publicity use, diffusion and/or distribution rights pertaining to the XXI Mediterranean Games.

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These rights include the authorisation to use for non-commercial purposes the Emblem of the ICMG and the Mediterranean Games: "The three Rings", exclusive property of the ICMG.

These rights include the authorisation to use the ICMG Symbol in conjunction with the composition that constitutes the emblem specific to the OCMG.

It is mandatory that the OCMG emblem includes the ICMG symbol.

These rights include national exclusive radio and television broadcasting rights and ticketing.

These rights also extend to any official document (such as: Film, video, photos, musical works, philately...) that will be created under the OCMG responsibility or with its initiative on the occasion of the XXI Mediterranean Games.

These rights also include the possibility for the OCMG to offer free of charge or to charge a fee for advertising spaces within the installations and sports venues that will be used for training and/or official competitions.

Any advertising use on the shirts and numbers of the participants may be the object of a special agreement between the OCMG and the ICMG Executive Committee according to article XIX - 6 of the ICMG Charter.

These rights are the exclusive property of the OCMG until December 31st, 2030. The OCMG will exercise these rights respecting the legislation, the national and international sports deontology, as well as the regulations that apply in the countries where a radio or TV broadcast will be made. The OCMG solely assumes the full and complete responsibility for any violation of the rules and principles.

By exclusive property the signatories mean the prohibition for any other organisation other than the OCMG, to market or concede free of charge all or part of the rights pertaining to the XXI Mediterranean Games during the period from the signature of the present contract until December 31st, 2030, unless otherwise formally agreed by the ICMG Executive Committee.

The OCMG is also the exclusive owner of the international signal produced by the chosen official broadcaster, a copy of which will be given to the ICMG free of charge.

33. Financial surplus

Any surplus resulting from certified accounts and the celebration of the Games will be distributed as follows:

- 40 % to the NOC

- 40 % to be used for the general benefit of sports in the Host Country, in a way that may be determined by the NOC and the OCMG. The OCMG will present to the ICMG Executive Committee for approval a statement of the accounting principles they suggest to adopt for this purpose.

- 20% to the ICMG

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34. Ticket distribution system

The process of distribution of admission tickets for all events and the price of these tickets will be submitted for approval to the ICMG Executive Committee. The OCMG will make special arrangements, in agreement with the ICMG Executive Committee, to allow sports delegations to attend the competitions and the official events.

The list of free tickets to be offered to the various accredited persons will be provided by the ICMG Executive Committee to the OCMG, which will determine the corresponding places in the stands as agreed by the ICMG Executive Committee.

35. Marketing programme

The NOC and the OCMG will work in full cooperation to establish a joint Marketing Programme for the period starting with the signature of the present contract or any other date the ICMG Executive Committee will approve, but in any case no later than the day after the closing ceremony of the XXI Mediterranean Games until December 31st, 2030, and they will make sure that this marketing programme does not encroach upon the possible international programme of the ICMG, which will be made known by the ICMG to the NOC and the OCMG.

The NOC and the OCMG will provide a copy of the agreement signed between them, for this purpose, for the approval of the ICMG Executive Committee.

In any case, the CIJM implements its own International Commercial Program consisting of a program known as "Central Marketing Rights" covering worldwide sponsorship, suppliership and licensing rights.

The "Central Marketing Rights" Program takes precedence over all other commercial programs developed in relation to the Mediterranean Games, including any national program developed by the Host City pursuant to the CIJM guidelines. The Host City agrees to fully participate in the "Central Marketing Rights" Program and to procure all relevant rights, assisting all CIJM Commercial Partners in achieving their goals and commercial objectives in the Host Country. In particular, the Host City and all other relevant sports bodies will satisfy all of its MG/MBG-related requirements for products and services falling into the products/services categories of the "Central Marketing Right" Program from the respective CIJM partners.

The Host City retains the right to implement its own National Marketing Program in different products/services categories than the CIJM's International Commercial Program once the National Marketing Program has been submitted to and approved by the CIJM.

Ambush marketing

Host City acknowledges the importance of protecting all rights granted to the official commercial partners (sponsors, supporters, suppliers, donors, licensees) of the MG/MBGs and agrees to take all necessary steps at its cost to prevent and/or terminate any ambush marketing activity or any unauthorized

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use of any MG/MBGs-related properties and shall at all times consult and cooperate with the CIJM. Host City shall present a detailed ambush prevention plan and shall comply with all terms and conditions.

In addition, Host City shall ensure that there are no other commercial, marketing or promotional programs in the Host country organized by the national sports federations, sports organisations and other public and private entities that refer to the MGs and/or the Mediterranean teams, the year of the Games or imply any connection with these. The City will similarly ensure that no commercial rights associated with the City and its agencies will be granted for the period of the MGs without the written approval of the CIJM.

36. Legal protection

The City and the NOC will obtain from the competent authorities, adequate and permanent legal protection for ICMG's benefit, regarding the ICMG and Mediterranean Games symbol: the three rings, the flag, as well as legal protection of the emblem and the mascot of the XXI Games, chosen by the OCMG after approval by the ICMG Executive Committee.

Failure to obtain such protection will constitute a breach of the present contract.

The OCMG will make every effort to ensure the international protection of its emblem and mascot.

VII – MEDICAL SERVICES AND ANTI-DOPING

37. Medical and Anti-doping Guides


The ICMG Medical Guide will apply in the Games.

An anti-doping control guide, in conformity with the World Anti-doping Code and duly approved by WADA (World Anti-doping Agency), will apply in the Games.

38. Facilities

Apart from the medical facilities and equipment necessary for the running of the Games, the OCMG will make available to the Medical and Scientific Commission and to the Disciplinary Anti-doping Commission, in agreement with them:

- a meeting room
- an office for the President of the Medical and Scientific Commission
- a special meeting room fully equipped for the ICMG Disciplinary Anti-doping Commission and its President
- an equipped office for the Secretariat

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VIII - PUBLICATIONS

39. General regulations, technical and medical brochures, Media Guide, Accreditation Manual

After their texts are approved by the ICMG Executive Committee, the following publications will be printed by the OCMG in French, English and Arabic and distributed by the OCMG at its expense:

- the general participation regulations take back the structure of the standard document drawn up by the ICMG (including the "Guide of Heads of Mission", the "Accreditation Manual", the "Catalogue of fixed price services for the NOCs", the "Guide of imported goods", and all other publication required by the ICMG),

- for each sport, an explanatory brochure containing the specific provisions relating to the organisation of the sport concerned,

in the medical field:

- . 1 medical guide,
- . 1 anti-doping control guide
- . 1 pharmaceuticals form

- a media guide
- a protocol guide
- a transport guide

Unless specifically provided for in this Contract or in the Charter, these documents will be distributed by the OCMG, which so commits, at least one year before the opening of the Games to: the ICMG, all the National Olympic Committees members of the ICMG or NOCs invited by the ICMG, the concerned International Federations, the technical delegates of these International Federations, as well as all the interested parties of various sectors.

IX - ORGANISATION OF CEREMONIES

40. The organisation of the opening, closing and medal giving ceremonies of the Games are the responsibility of the OCMG, under the control of the ICMG Executive Committee.

The scenarios for the Opening and Closing ceremonies of the Games will be submitted for prior approval to the ICMG Executive Committee at least one year before the opening ceremony and should respect the main principles of the ICMG Charter and the spirit of the Mediterranean Games.

The medals and awards, whose design will be submitted for approval to the ICMG Executive Committee, will be awarded to the athletes under the strict monitoring of the ICMG and according to the ICMG Charter and the ICMG Protocol Manual.

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X- PARTICULAR OBLIGATIONS

41. Reception of personalities – Meetings – Preparation and Participation of the Games

a) *General Assemblies*

For conferences or General Assemblies which are called by the ICMG Executive Committee, the OCMG should provide a hall of adequate size to receive all the participants: ICMG Executive Committee, delegations of the NOCs members of ICMG, members of the International Olympic Committee from the countries, members of ICMG, ICMG honorary members, members of the ICMG commissions, delegations presenting reports, OCMG members, secretarial staff and interpreters.

The organisation of these meetings is the responsibility of the ICMG General Secretary, the instructions of which the OCMG will follow. The meeting hall should be fully equipped for simultaneous interpretation, recording and audiovisual presentations.

The OCMG will undertake all the cost relating to the organisation of the General Assemblies.

The OCMG will undertake travel and accommodation costs of the ICMG Executive Committee and commissions members, of the IOC members of the ICMG countries, of the ICMG honorary members, and of the ICMG secretarial staff.

b) *ICMG Executive Committee and Commissions*

After the signature of the present contract, the OCMG will undertake, for the entire period of preparation that precedes the Games, as well as during the Games, defined as the period between the opening and closing of the Village, all the travel and accommodation costs of the ICMG Executive Committee and Commissions members (including the Games' Coordination Commission), of the ICMG secretarial staff and the ICMG honorary members, under the condition that they are related to meetings concerning the organisation of the Games and upon decision of the ICMG Executive Committee.

The OCMG will also assume all travel and accommodation costs for the ICMG EC members or any other person duly authorised for this purpose by the ICMG President to visit the host country for special circumstances outside regular meetings of the ICMG EC.

After the signature of the present contract, the OCMG will make available, free of charge, to the ICMG and at its expressed demand, for its meetings relating to the preparation of the Games, suitable facilities and a secretariat office properly equipped.

c) *Chefs de Mission Seminar*

Between six and nine months before the opening of the Mediterranean Games, the OCMBG will organize a seminar for the chefs de mission in order to visit the sports venues and the place(s) of accommodation, as well as to have a

meeting with the head of each organization department, in order to get all the necessary information and all the documents that are useful to their mission.

d) Sports Personalities, Technical delegates, Jury, Guests

The OCMG, on the occasion of the Games, will undertake:

- the travel costs of the IOC members of the ICMG member countries, ICMG Executive Committee and commissions members, of the ICMG honorary members and ICMG secretarial staff, of each technical delegate of the IFs and of each president of the jury of each sports event
- the accommodation costs during the Games as set out in paragraph I of section b) above, for:
 - the ICMG honorary members with a guest,
 - the IOC members of the ICMG member countries with a guest,
 - as well as the accommodation costs of a guest for each member of the ICMG Executive Committee, and each of the ICMG commissions presidents
 - the presidents of the International Federations and the presidents of the Mediterranean Unions/Confederations invited by the ICMG, as well as the technical delegates of the I.F. and of each jury president of each sports event
 - the thirty (30) ICMG guests
 - the Independent Observers appointed by WADA to oversee the implementation of the provisions of the World Anti-doping Code during the Games, as well as ITA officers if expected.

As part of the preparations for the Games, the OCMG will have to take the necessary measures to receive, at least once, the technical delegate of the IFs concerned by the Games, for whom it will undertake travel and accommodation costs and shall pay off any allowances expressly provided for in the rules of the IFs concerned.

In the framework of the obligations mentioned above, the OCMG, will book the travel tickets:

- in business class for the IOC members of the ICMG member countries, for the ICMG Executive Committee members, for the ICMG honorary members, for the ICMG Presidents of the Commissions and for the members of the Coordination Commission
- in economy class for the other members

e) Means of transport

During the Games, the OCMG will put a car with driver at the disposal of:

- each member of the ICMG Executive Committee, each ICMG Commission President, each IOC members of the ICMG member countries,

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- the president and the secretary general of each NOC member of ICMG and each IF president, the sport of which is included in the programme of the Mediterranean Games.

f) Access to the Host City

The OCMG, in cooperation with the Embassies, shall make all the necessary arrangements to facilitate the issuance of a long-term and/or of a multiple-entry visa for the members of the Mediterranean Family who need it.

g) Attachés

During the Games, the OCMG shall appoint an attaché speaking at least one of the three official languages of the ICMG for:

- * every member of the ICMG Executive Committee, every ICMG honorary member, every IOC member of the ICMG member countries
- * the President and each member of the ICMG Commissions,
- * the President and General Secretary of each NOC member of the ICMG
- * the President of the IFs whose sport is included in the program of the Mediterranean Games

h) Means of communication

During the Games, the OCMBG will provide a mobile phone with a SIM card for national communication to:

- each member of the ICMG Executive Committee,
- the President and each member of the ICMG MG Sports Program, the Medical and Scientific Commissions and the Disciplinary Anti-doping Commissions
- the staff of the ICMG Secretariat (maximum 5).

The Host City, the Host NOC and the OCMG recognise that the obligations of this point X - SPECIAL OBLIGATIONS are mandatory and cannot be modified or changed with subsequent agreements.

XI - OBLIGATIONS AFTER THE GAMES

42. Official Report

At the end of the Games and at the most a year after the closing ceremony, the OCMG will publish the report provided in Rule XIX 5.4 of the ICMG Charter in French, English and Arabic. The OCMG will submit the drafts of this report to the ICMG for approval before printing.

It will also produce audited and certified balance sheets and accounts within one year after the closing of the Games.

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Concerning the content of this final report, the OCMG commits to conform thoroughly to the recommendations provided by the ICMG.

Once ready, the Official Report of the Games will be sent by the OCMG in digital format to the ICMG, the NOCs and the concerned IFs.

Finally, upon its release, the OCMG shall send to the organizers of the next Games a copy of this report and any kind of information that may facilitate the organization of the Games.

43. Website

The OCMG undertakes to keep access to its website open for at least two years after the closing of the Mediterranean Games so that the ICMG members and the organizers of the next edition can have access to all published data.

XII - TERMINATION - WITHDRAWAL

44. Termination

a) The ICMG Executive Committee may terminate the present contract and withdraw the Games from the City if:

(I) The Host Country is found at any moment before the opening ceremony or during the Games, in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognised as a state of belligerence in International Law, or if the ICMG has reasonable grounds to believe that the security, health or safety of participants in the Games would be seriously threatened or jeopardised for any reason (*such as for instance due to pandemic or other major health crisis, terrorism or other forms of violence, natural disaster or any other cause of major importance*);

(II) The guarantee of the government (as stipulated in article I.2 of the contract) is not respected or

(III) In case of violation by the Host City, the Host NOC or the OCMG of one of the obligations specified in the present contract and/or in the ICMG Charter.

(IV) In case of modifications - without prior approval of the ICMG Executive Committee - by the OCMG of the conditions and the terms set out in the candidature document or in the general Plan of organisation approved by the ICMG. As such are considered the modifications regarding the setting up and the dimensions of the Mediterranean Village, the setting up and the capacities of the principal sports venues, in particular the financial and legal conditions.

b) For this termination, the ICMG Executive Committee will proceed as follows (under the condition that no urgent measures are necessary):

If the ICMG Executive Committee notices that such an obligation was or is violated by the Government of the host country, the City, the NOC or the OCMG, it will have the right to give formal notice to the City, the NOC or the OCMG, jointly and/or mutually, by registered letter, fax or email (with confirmation copy sent by registered post) or special courier with

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acknowledgement of receipt, and to order the three entities or one of them to remedy the violation(s) noticed by the ICMG or have the violation(s) remedied, within a deadline of sixty (60) days from the date that the notice is sent. The parties which have been summoned must acknowledge receipt in a justifiable way within 15 days.

If no satisfactory reply is provided after this deadline of 60 days, the present contract will be terminated for non-respect of the contractual obligations with all resulting consequences at the expense of the OCMG and contracting parties, and the ICMG Executive Committee will call an extraordinary GA to designate a new city for the organisation of the XXI Mediterranean Games.

45. Withdrawal

In case the ICMG Executive Committee withdraws the Games for non-respect of the obligations imposed, the City, the NOC and the OCMG renounce, by the present contract, all claims and all rights, all compensations, damages-interests or other indemnity, and commit to compensate and protect the ICMG against any claim, action or judgment by a third party in relation to this withdrawal. The OCMG, which represents all participating parties, recognises that it has to incur the consequences of any nature from its incapacity, direct or indirect, to respect the obligations imposed upon it as part of the commitments taken with its partners to organise these games. Neither the OCMG nor the Host City, the Host NOC nor any other partner will, in no way, engage in any action against the ICMG.

XIII VARIOUS PROVISIONS

46. Confidentiality and protection of personal data

The Parties undertake to respect the security and confidentiality of all information of each other, including information deemed to be 'personal data' which may be disclosed to each other for the purpose of this contract, as they are recipients of this information, having also committed the employees involved in this cooperation to confidentiality obligations.

The performance by the Host City, the Host NOC and the OCMG of their obligations under the present contract, for instance in the fields of accreditation, sport, transport, accommodation, anti-doping and medical matters, Games technology, ticketing, hospitality and digital media, will require that they process Personal Data of Games stakeholders. In such situations, the Host City, the Host NOC and the OCOG shall process such Personal Data only for the purposes of the performance of their obligations under this contract and in a manner compliant with all applicable Data Protection Laws.

Upon request by ICMG, for the ICMG to fulfil its obligations under Data Protection Laws, the Games stakeholders' Personal Data processed by OCMG, in relation to spectator experience, ticketing, hospitality, digital media and volunteers (as well as other OCMG areas addressed in this contract) can be used by the ICMG (and/or other third parties authorized by the ICMG) before, during and after the Games without delay or cost, for the long term promotion of the Mediterranean sport movement also in accordance with the ICMG's digital strategy.

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47. Assistance of the ICMG

The ICMG will assist the OCMG by making it profit of its knowledge, its experience and competences in the domains mainly of planning, organisation and running of the Games.

Without limiting any provision of the present contract, the ICMG shall assist the OCMG during its entire lifecycle through provision of guidance and information, based on the experience and knowledge accumulated during the organisation and staging of previous editions of the Mediterranean Games.

48. Cession of right

The City, the NOC and the OCMG will not cede any right or obligation pursuant to the present contract and/or the ICMG Charter, partially or in whole, without the prior approval of the ICMG Executive Committee.

49. Amendments to the directives

If any provision(s) of this contract imposes excessive stringencies to the City, the NOC and/or the OCMG, that could not be foreseen on the date the present contract was signed, due for instance to technical or technological evolutions or others, independent of the will of the parties, the ICMG reserves the right to amend certain provisions. The City, the NOC and/or the OCMG may ask the ICMG Executive Committee to make justified adjustments in this particular case, under the condition that these adjustments will harm neither the ICMG Charter, nor the Games, nor the ICMG.

50. Settlement of litigation, renunciation of immunity

Any litigation concerning the present contract, its validity, its interpretation or its execution, including the annexes to the present contract, will be settled by arbitration and judged by the Court of Arbitration for Sport, according to the statutes and regulations of the said Court. The headquarters of the Arbitration is in Lausanne, Canton of Vaud - Switzerland.

The City, the NOC and the OCMG expressly renounce by the present contract, the implementation of any legal provision by virtue of which they could claim immunity against any action raised by the ICMG. The City, the NOC and the OCMG recognise the validity of these agreements and of any notification if they are communicated by the ICMG.

The French version of this contract is considered authentic.

51. ICMG Charter

Under the present contract, the "ICMG Charter" refers to the Charter in force on the date the present contract was concluded. However, the ICMG reserves the right to amend its Charter between the conclusion of the present contract and the celebration of the XXI Mediterranean Games. The amended version will be authentic, except for the provisions that may have prejudicial effects on the OCMG in the framework of its obligations. The examination of contentious points will be argued between the ICMG and the OCMG.

52. Priority of the ICMG Charter

In case of conflict between the provisions of the present contract and those of the ICMG Charter, the provisions of the ICMG Charter prevail.

53. Authorisation of the signing parties

Each of the parties to this contract declares and guarantees that the persons signing this contract in the name of the moral persons that they represent, have been duly authorised to do so and that all necessary formalities in this respect were accomplished in due and proper form according to the legal and regulatory provisions in force.

The contents of the contract do not bind the individual signatory persons, but the institutions they represent.

The institutions - ICMG, NOC, Host City Mayor, Government of the Host State - will apply this contract regardless of any alternation of the representatives intervening to sign this contract.

54. Titles

A title was given to each article and section of the present contract, only for convenience reasons. These titles will not affect in any way whatsoever the validity of the provisions to which they refer to.

55. Discharge and abdication of all action against the ICMG

The City, the NOC and the OCMBG renounce, by the present contract, all claims against the ICMG, for damages, including all kinds of costs, resulting from any act or omission in relation to the Games, including but not limited to, the case of force majeure, as well as the execution, non-execution, breach or termination of the present contract.

This discharge and abdication will not apply in case of intentional fault or gross negligence on behalf of the ICMG recognised by the latter or in case of litigation by the CAS.

56. Bank / Insurance guarantees

In order to carrying out of the obligations as contractor, also with regard to rule 2.7, Chapter V of the ICMG Charter, the Host City is obliged and undertakes to stipulate with a primary insurance company or primary banking institution recognized in the international circuit, a policy in favour of the ICMG (the beneficiary) for the financial obligations referred to in point 32 letter c) of the present contract. The policy must also contain the general guarantees for the protection of the obligations undertaken with the signing of this contract.

The Host City should submit to the ICMG a format of proposal within 30 days from the signing of this contract.

The OCMG shall secure and maintain, well in advance of the scheduled commencement of the Games and for a reasonable time after the conclusion of

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the Games, at its expense, adequate insurance coverage in respect of all risks associated with the planning, organising, financing, staging and host broadcasting of the Games.

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IN WITNESS WHEREOF THE PARTIES HERE PRESENT SIGN THIS CONTRACT AT THE PLACE AND ON THE DATE MENTIONED ON THE FIRST PAGE

THE INTERNATIONAL COMMITTEE OF THE MEDITERRANEAN GAMES

By: 

Davide TIZZANO
President

By: 

Iakovos FILIPPOUSIS
Secretary General

THE NATIONAL OLYMPIC COMMITTEE OF KOSOVO

by Mr. Ismet KRASNIQI, President



THE MUNICIPALITY OF PRISHTINA

by Mr. Perparim RAMA, Mayor



THE MINISTER OF FINANCE, Mr. Hekuran MURATI, bearing witness



THE MINISTER OF SPORTS, Mr Hajrulla CEKU, bearing witness



In Heraklion

On 8 September 2023

in five original copies

