

## BILATERAL MEMORANDUM OF UNDERSTANDING AND COOPERATION AGREEMENT

MEMORANDUM OF UNDERSTANDING AND COOPERATION AGREEMENT (the "Agreement") is entered into by and between United States Judo Federation, Inc. ("USJF") and, United States Judo Association, Inc. ("USJA"), this <sup>th</sup> day of March, 2023, collectively known as the "Parties."

WHEREAS, the Parties have a long grassroots history of promoting and developing judo in the United States,

WHEREAS, the Parties desire to continue to work cooperatively in the growth and development of judo in the United States; and

WHEREAS, the Parties wish to consolidate, clarify and elaborate prior agreements into a single document with respect to tournaments, insurance, coaching reciprocity, sanctioning events, referee reciprocity and development, and other miscellaneous matters contained herein;

NOW, THEREFORE, in furtherance of these common goals, and in the best interest of the future development and growth of judo in the United States, and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### 1. Tournament Agreement

A. Scope. Active Members of the Parties will be permitted to participate in each other's competitions and clinics officially sanctioned by either, regardless of the host organization, without exception. This will include clubs registered under USJA or USJF.

B. Excluded Events. The only excluded event(s) will be all rank promotion and examination events, which are limited to the members of the sanctioning and examination organization.

C. Sanctioning Requirements. The USJF or USJA will be the responsible sanctioning authority for any given event. Upon request, the sanctioning authority will provide the other party with a certificate of insurance confirming the Required Insurance Coverages are in place and will provide coverage for such an event. Accordingly, for purposes of the determination of which Member Organization's liability and sports accident insurance will apply to any given event, there will be no co-sanctioned events.

Individual sport accident insurance will be the coverage provided by the participant's Member Organization. Only one of the Member Organizations will

be the responsible sanctioning authority for any given event. There will be no Co-Sanctioning.

## 2. Required Insurance Coverages.

A. Minimum Coverage Requirements. Each member Organization will annually renew and keep in full force and effect general liability coverage and sports accident coverage meeting agreed minimum requirements (the "Insurance Policies"). The agreed minimum requirements, coverages are comparable to those coverages set forth by the member organization.

B. Carrier Rating. The Insurance Policies will be underwritten by carrier's maintaining an

A.M Best rating of A:VII or better.

C. Proof of Required Insurance Coverages. Each Member Organization will provide to all other Member Organizations adequate proof of the Insurance Policies in place, including providing a copy of the declarations and endorsements page of each policy and providing sufficient information to determine each policy's limitations and exclusions and any self-insured retention that might apply to such coverage. Proof of coverages to be in effect for the following calendar year must be provided by each Member Organization annually on a date agreed upon by the Member within 30 days of the signing of this agreement. The agreed minimum requirements, coverages are comparable to those coverage(s) set forth by the insurance carrier or as agreed by the Members of this agreement.

D. Failure to Provide or Maintain Required Insurance Policies. Any Member Organization that fails to provide or maintain the required Insurance Policies or to provide proof of such coverages within 30 days of written request by any other party to this Agreement, loses all rights, considerations, concessions or other benefits enumerated in this Agreement pending proof of insurance provided that the failure to timely perform is the fault of that Alliance Organization. All notifications pursuant to this provision shall be made by certified or registered mail

## 3. Coaching Reciprocity and Development.

A. Recognition of Certified Coaches or Coach Certifications. Provided coaches certified by USJA either USJF have active membership, the required insurance if required, pass a background screening, received concussion protocol training and completed a Safe Sport course approved, and without regard to any particular membership affiliation, they will be permitted to coach at each other's event.

## 4. Referee Reciprocity and Development.

A. Reciprocity. Referees certified by each Member Organization are permitted to serve at the events of either Member Organization's sanctioned events.

5. Rank and Promotion.

A. Recognition of Rank. The Parties agree to recognize the rank that has been issued by either of the Parties.

6. Additional Recognition. Each Member Organization agrees that a reciprocal agreement shall be in place for other certifications which include but are not limited to; Kata, Coach, Teacher, Referee, and Examiner.

7. The Parties agree to abide by the Uniformed Sanctioning Procedures Procedures, passed April 1997, hereby incorporated as Exhibit A.

8. Furthermore, the Parties agree to abide by the Ted Stevens Olympic and Amateur Sports Act, hereby incorporated as Exhibit B.

9. Entire Agreement. The Agreement represents the entire agreement as to the matters specified herein between the Member Organizations and any prior agreements of whatever nature are of no longer of any force and effect and are superseded by this Agreement. This Agreement can be modified only by written documentation duly signed by all Parties.

10. Term. The term of this Agreement is for a period of five (5) years and for successive five-year periods unless notice to withdraw is given 120 days prior to the expiration of each five-year term.

11. Resolution of Disputes. Any disputes arising under this agreement will be resolved through a neutral arbitration process pursuant to the rules of the American Arbitration Association ("AAA Rules") with the venue for such arbitration to be determined by agreement between the parties to such arbitration. If the parties to the dispute are unable to agree on the venue, the venue will be determined by blind draw conducted by an independent third party.

12. Promotion of the Sport. The Parties will cooperate and take advantage of joint opportunities to market the sport of judo in the United States. In that regard, each Member Organization agrees to promptly bring any disagreements or complaints to each organization's attention in a proper, dignified, and respectful manner in line with the core values of judo.

13. Authority. By their signature below, the officers of each Member Organization are attesting that each organization has approved of this Agreement and has authorized such officer to execute the Agreement on the Organization's behalf.

14. Right to Withdraw. Each Party has the right to withdraw from this Agreement upon sixty (60) day written notice to the other parties. Notice shall be via certified or registered mail.

15. Governing Law. Any disputes or interpretation of this Agreement shall be governed by the laws of the State of California, except as otherwise set forth herein, without regard to any venue or forum provisions contained therein.

Executed and effective as of the date set forth .

United States Judo Federation (USJF)

By: Mitchell Palacio

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Name: Mitchell Palacio

Title: President

United States Judo Association (USJA)

By: Peter Mantel

Name: Peter Mantel

Title: President

Exhibit A Uniform Sanctioning Procedures passed April 1997 attached

Exhibit B Ted Stevens Olympic and Amateur Sport Act attached

