

**OFFICIAL DEPARTURE CONTRACT**

**LA VUELTA 2020**

**THE UNDERSIGNED:**

**THE CITY OF UTRECHT**, represented by Mr Jan VAN ZANEN , Mayor, duly authorised by the Municipal Council on the 8<sup>th</sup> of November 2018.

**Referred to hereafter as “Host Institution”**

**On one side,**

**AND**

**UNIPUBLIC SAU**, a Spanish limited company with a capital of 220,512 Euros, registered in the Madrid Commercial Register, in Book 4038, Book 3604, Page 0, Page 115, Section 8a, Sheet M-60.738, Inscription 12, CIF A-28406775, whose head office is located in Calle Isla del Hierro, 7, 28703 San Sebastián de los Reyes (Madrid-Spain),

Represented by:

Mr Yann LE MOENNER, Managing Director, duly authorised for the purpose of this contract,

Mr Javier Guillén, General Director, duly authorised for the purpose of this contract,

**Referred to hereafter as “UNIPUBLIC”**

**On the other side,**

**Referred to hereafter individually as “Party” and collectively as “Parties”.**

**FIRSTLY, IT MUST BE NOTED THAT:**

UNIPUBLIC is the organiser of La Vuelta, a world-renowned men’s professional cycling stage race by the name of La Vuelta that is held every year, mainly in Spain, throughout the months of August and September.

As such, UNIPUBLIC owns all the exploitation rights regarding this competition as well as the exclusive rights to exploit all brands and/or symbols related to it, particularly La Vuelta, Red Jersey, Polka Dot Jersey, Green Jersey, White Jersey and Salida Oficial.

UNIPUBLIC is, therefore, solely responsible for granting the aforementioned exploitation rights to third parties, according to the conditions it, itself, determines.

The Host Institution expressed interest in hosting the Official Departure (“Salida Oficial”) of La Vuelta 2020 (the “EVENT”) to UNIPUBLIC and hereby guarantees that it will do everything necessary to ensure the optimal organisation of the event in its territory.

UNIPUBLIC has accepted this proposal, which has led to the Parties coming together to outline the conditions of their collaboration in the present contract (referred to hereafter as “Contract”).

**THE PARTIES HAVE, THEREFORE, AGREED ON THE FOLLOWING:**

**ARTICLE 1 : PURPOSE**

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The purpose of this contract is to outline the conditions under which the Host Institution will hold the Salida Oficial de La Vuelta 2020, the conditions under which UNIPUBLIC will grant the Host Institution use of the promotional and advertising rights regarding its status as Host Institution of the Salida Oficial de La Vuelta, and the obligations of both Parties.

**ARTICLE 2 : EVENT ITINERARY**

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The event dates and places regarding the Salida Oficial de La Vuelta are defined in Annex 1 of this Contract.

**ARTICLE 3 : ORGANISATIONAL ARRANGEMENTS FOR THE GRAND DEPARTURE OF LA VUELTA**

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**3.1 UNIPUBLIC’s exclusive competencies**

It is expressly agreed that UNIPUBLIC is solely responsible for:

- handling matters directly related to the sporting organisation of the event;
- coordinating the onsite technical operations, even if the Host Institution will provide material assistance with some of these operations;
- granting for any reason, and in whatever form, the right to refer to La Vuelta including use of the name “La Vuelta” as well as any related logos, brands, denominations, domain names and distinctive symbols;
- granting for any reason, and in whatever form, the right to establish and commercialise “La Vuelta” public relations and hospitality services;
- authorising the recording and/or broadcast of all types of event images in any form, and granting, for any reason, and in whatever form, the use of those images, of all or part of the event;

- choosing the partners and providers associated with the event and contracting them.

### **3.2 UNIPUBLIC's obligations**

As the organiser, UNIPUBLIC undertakes to:

- Ensure, coordinate and control the sporting, technical and financial organisation of La Vuelta;
- Implement the means and know-how to offer the public a high-quality sporting event;
- Promote and provide media coverage for the event;
- Promote the Host Institution as the host of the Salida Oficial de La Vuelta in the conditions outlined below;
- Establish a sustainable development policy and support that of the Host Institution in the conditions outlined below;

### **3.3 Host Institution's obligations**

In turn, the Host Institution undertakes to:

- Provide UNIPUBLIC with any assistance required with regards to the administrative procedures necessary for the organisation of the event, as well as its media coverage ( such as, but not limited to, flights authorisation, radiofrequencies permits, etc..);
- Graciously provide UNIPUBLIC with all the equipment, both material and personal, as well as the necessary locations within its territory, required for the smooth functioning of La Vuelta, in accordance with the dispositions outlined in the requirements specifications below;
- Mobilise the national and local police force that are essential for ensuring the security and the correct functioning of the Event;
- Provide free access to the public;

### **3.4 Organisation committee**

An organisation committee will be set up by UNIPUBLIC. Its role will be to coordinate the participation of all the stakeholders. This committee will be under the leadership of the Director of La Vuelta.

One or several meetings will be held with the La Vuelta organisation team in order to establish specific hosting arrangements. The La Vuelta organisation team will keep the Host Institution informed regularly regarding the progress of its projects and will determine a joint development program with the relevant services which will consist of:

- Meeting(s) with technical / communications / activation providers.
- Approval by the Host Institution's services of the implantation map 15 (fifteen) days at the latest after its creation in order to prepare the visit of the relevant security committee;
- Approval by UNIPUBLIC's competent services of all projects regarding communication, activation and/or promotion of the Host Institution's Salida Oficial de La Vuelta.

### 3.5 Requirements specifications

The technical and administrative requirements specifications regarding the logistics and technical aspects of the Salida Oficial de La Vuelta and the Host Institution's obligations feature in Annex 2 of the present contract.

It is expressly agreed by the Parties that the dispositions outlined in these requirements specifications will be complemented with detailed technical requirements specifications that will be given to the Host Institution following the technical visit.

## ARTICLE 4 : HOST INSTITUTION RIGHTS AND OBLIGATIONS

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### 4.1. Rights and obligations

As the host institution of the Salida Oficial de La Vuelta, the Host Institution will have the following rights and obligations:

- It will be involved in the communications plan and in the promotional operations of La Vuelta;
- It will have a guaranteed visual presence onsite;
- The Host Institution's representatives will be involved in the awards ceremonies and will be allowed to access the hospitality and public relations areas;
- It will have the right to use the graphic elements of La Vuelta outlined in Annex 3 (and referred to hereafter as "Authorised Symbols") for all promotional operations regarding the Salida Oficial de La Vuelta in accordance with the conditions specified below;
- It will be able to use the images (photos and videos) produced by UNIPUBLIC during La Vuelta for all promotional operations regarding the Salida Oficial de La Vuelta in accordance with the conditions specified below;
- It will be able to distribute Promotional Articles such as those defined in Annex 3;

Details regarding the aforementioned rights and advantages (referred to hereafter as "RIGHT") feature in Annex 3 of the present contract.

### 4.2. Methods of exercising these RIGHTS

Throughout the entire duration of the Contract, the Host Institution will be able to use, worldwide (the "Territory"), the Authorised Symbols for all promotional or advertising operations exclusively related to the Salida Oficial de La Vuelta or for its institutional communications, understood to mean any communications destined to promote the Host Institution as a public institution without mentioning the services it offers its constituents, whatever those may be.

For all communications regarding the Salida Oficial de La Vuelta, the Host Institution must use the Authorised Symbols, excluding all other logos, brands or visuals created by itself or by third parties that have not been previously approved by UNIPUBLIC.

The Contract is strictly personal to the Host Institution. The Host Institution will not be able to grant or sub-contract it, directly or indirectly, in whatever form, to anyone else. The Host Institution will be granted to set up a (non-profit) foundation for the duration of the project, that will operate on behalf of the Host Institution and its public partners?

The name of the foundation will be "Stichting La Vuelta Holanda".

Consequently, the Host Institution undertakes to (i) not cede or grant the RIGHTS, in whole or in part to a third party, free of charge or for payment, by any means, without the prior written consent of UNIPUBLIC; and (ii) not attach any brand, name, logo or other symbol to the Authorised Symbols or La Vuelta images other than the logo of the Host Institution.

The Host Institution undertakes to reproduce the Authorised Symbols in accordance with the corporate identity manual it will be provided by UNIPUBLIC, if it is not already annexed to the present Contract.

The Host Institution will only be able to use the Authorised Symbols and La Vuelta images after obtaining prior written consent from UNIPUBLIC, which will be provided in the following conditions.

The Host Institution must submit to UNIPUBLIC for prior approval, through any means with proof of delivery, such as a registered letter with acknowledgement of receipt, or email with acknowledgement of receipt, all the supports upon which the Authorised Symbols and/or La Vuelta images will feature. UNIPUBLIC must notify its approval or its refusal of said projects within 5 (five) working days at the latest following reception of the registered letter with acknowledgement of receipt, or email with acknowledgement of receipt from the Host Institution, bearing in mind that a lack of response within the established time will not be considered a tacit agreement.

#### **ARTICLE 5 : FINANCIAL PROVISIONS**

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The Host Institution undertakes to pay UNIPUBLIC a financial participation of 3 250 000 euros (three million two hundred and fifty thousand euros) plus taxes, according to the following conditions and payment schedule:

- On the 15<sup>th</sup> of October 2019 : 1 500 000 € plus taxes (One million five hundred thousand euros plus taxes);
- On the 15<sup>th</sup> of July 2020 : 1 750 000 € plus taxes (One million seven hundred fifty thousand euros plus taxes);

The amounts listed above will be increased by the current VAT rate.

The payments will be made, upon presentation of invoices, to UNIPUBLIC's account at the SANTANDER bank, office number 2956, sis, Calle Alvaro Muñoz 2, San Sebastian de los Reyes, to the following account number:

IBAN: ES59 0049 2958 1428 5876

SWIFT: BSCHESMM

The Host Institution's financial contribution to UNIPUBLIC does not constitute a grant to UNIPUBLIC, but is payment for a service provided.

In accordance with the requirements specifications in Annex 2, the Institution will cover the costs of:

- The installation and set-up of the race headquarters, the press room and the organisation's parking zones for stages 1, 2 and 3.
- The assembly and dismantling of the structures required for the team presentation.

- The structures, assembly and dismantling of the finish-lines for the first three stages.
- The set-up of the route as requested by UNIPUBLIC and agreed upon with the Host Institution (barriers, dismantling and reassembly of urban fittings, route modification, etc)
- Security for the EVENT's installations
- The police and in race medical services services
- The safety and security of the public
- The restoration and clean-up of the sites after the EVENT has passed through

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**ARTICLE 6 :                    DURATION - TERMINATION**

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The present Contract is concluded for a specified period of time that comes into effect on the date of its signature, and will automatically come to an end on the 31/12/2020 unless the provisions mentioned below are applied.

In the case of non-execution or breach of any of the Host Institution's essential obligations, UNIPUBLIC can terminate the present Contract. This termination will come into effect on the tenth day following the Host Institution's reception of a registered letter giving formal notice, which has remained unheeded.

The sums that have been previously paid by the Host Institution will remain the property of UNIPUBLIC as provisional indemnity, without prejudice to the right to seek additional damages-interests as reparation for the damages suffered.

The Host Institution will, likewise, be able to terminate the present Contract, in the same conditions mentioned above, in the case of non-execution or breach of any of UNIPUBLIC's essential obligations. In this case, any sums previously paid by the Host Institution to UNIPUBLIC shall be reimbursed without interest.

For the purpose of this provision, the Host Institution's essential obligations are those stipulated in articles 3.3., 4.2. and 5, and UNIPUBLIC's essential obligations consist in implementing the means and know-how to offer the public a high-quality sporting event, promoting and providing the media coverage for the Grand Departure and for the Host Institution in accordance with the conditions outlined in article 3.2 & 4.1.

Upon the expiration or termination of the Contract, the Host Institution undertakes to immediately cease using all Authorised Symbols and/or images of La Vuelta, in any manner or form.

On its part, under the same conditions, UNIPUBLIC undertakes to immediately cease using the name and/or logo of the Host Institution, in any manner or form, except in anything concerning visual and/or written retrospectives of La Vuelta.

**ARTICLE 7 : CANCELLATION**

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UNIPUBLIC is not responsible for the delay, cancellation or elimination of La Vuelta stages due to cases of force majeure.

In the case of force majeure, as defined by the jurisprudence of the Spanish Courts and Tribunals and the events mentioned below, the present contract may be suspended for a maximum duration of 15 (fifteen) days, without it resulting in an extension of the contract's duration.

Throughout the duration, all obligations are suspended on both sides, except for obligations regarding obtaining prior approvals from UNIPUBLIC with regards to the Host Institution's communications operations, confidentiality and *intuitu personae*.

The Contract will come back into effect as soon as the cause for the suspension disappears.

If the event has not resumed after a period of 15 (fifteen) days, the Contract may be considered terminated, at the initiative of UNIPUBLIC, without any compensation due by any of the Parties.

For the purpose of this agreement, the PARTIES agree to consider the following events force majeure: fire, flooding, epidemic, pandemic, attack, hurricane, tornado, storm, freeze, earthquake, war, civil war, requisition, work stoppage, lock out or strike of personnel required for sporting events or to control the movement of competitors or spectators, revolution, riots, mass stampede, legal moratorium, withdrawal or suspension of federal authorisations, withdrawal or suspension of authorisations to occupy the sites where the event will take place, theft of all or part of the material needed for the sporting event to take place, power shortage, transport or telecommunication system interruption or delay, inability to broadcast the sporting events via terrestrial hertzian waves, cable or satellite, climactic or political conditions that make it impossible or very difficult for the sporting events to take place, conditions that make it impossible or very difficult to guarantee the security of the sporting event participants or its spectators.

**ARTICLE 8 : RESPONSABILITY – INSURANCE**

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Each Party has its own responsibilities, UNIPUBLIC as organiser of the competition and the Host Institution those outlined in the present contract as well as in the requirements specifications.

**8.1. UNIPUBLIC**

UNIPUBLIC declares that the risks it assumes as organiser of La Vuelta are covered by the civil liability insurance it is legally required to have.

UNIPUBLIC undertakes to provide, upon the Host Institution's request, the aforementioned insurance certificates and to maintain said insurance for the entire duration of the present agreement.

## **8.2. The Host Institution**

The Host institution will be responsible for any physical, material or immaterial damage caused to third parties, its own personnel or that of UNIPUBLIC, as a result of its own personnel, vehicles, premises and material that it uses or is responsible for, in accordance with the requirements specifications.

The Host Institution undertakes to provide, at UNIPUBLIC's request, the aforementioned insurance certificates covering said damages, the compliance certificates for its infrastructures and to maintain said insurance for a sufficient amount.

The Host Institution also undertakes to verify that the subcontractors it approves have current valid insurance certificates for a sufficient amount.

## **ARTICLE 9 :           GUARANTIES - INTELLECTUAL PROPERTY**

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### **9.1. Images/photos**

Each Party declares that they own the rights of all images (photos and audio-visual images) they provide to the other Party, including all copyrights and property rights for the Territory and the uses outlined in the Contract, and that it has, without limitations or reserves for the Territory and the established duration of the present contract, exploitation rights of said images as well as the elements shown in the images/photos, and all necessary authorisations of anyone who has directly or indirectly participated in the production or creation of the photos, or who could claim a right with regards to them as a represented person, within the authorised exploitations in the present Contract, without prejudice to the provisions for the riders in Annex 3.

Each Party, therefore, guarantees the other Party the full enjoyment, without conditions, of the rights to use the images/photos, with no claims or evictions of any kind, in the exercise of their rights.

### **9.2.   Logos / brands**

The Parties each guarantee to be in possession of the necessary rights to allow the use of its logo(s), brand(s) and/or name as outlined in the present contract, as owner or holder of the exclusive rights. This permission given by the Parties to use their logo(s), brand(s) and/or name(s) within the framework of the present partnership in no way constitutes a transfer of property. The other Party will, consequently, not exercise any right whatsoever on any of the elements that it receives.

All use by a Party of any logo(s), brand(s) and/or name pertaining to the other Party, must obtain prior authorisation in accordance with the conditions of this Contract.



**ARTICLE 10 : PERSONAL DATA**

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Hypothetically, if personal data were collected by either of the Parties within the framework of the present Contract, they undertake to respect the provisions of Organic Law 15/1999 of 13 December 1999 referred to as “LOPD” and of European Regulation 2016/679 of 27 April 2016 regarding the protection of personal data, particularly regarding the collection, exploitation, storage and destruction of said data.

In particular, the Parties undertake to:

- Establish adapted technical and organisational measures to prevent the accidental or unlawful destruction of personal data they handle, as well as its accidental loss, modification, unauthorised or illegal disclosure;
- Inform the other Party as soon as they discover a security breach that violates the confidentiality of said data.
- Establish adequate security procedures to prevent non-authorised people from accessing the personal data or the equipment they use to treat it, and to ensure that the people it authorises to access this data are able to respect and maintain the confidentiality of the data in question.
- To use the personal data only in the context authorised by the abovementioned law.

In the execution of the present Contract:

- The Host Institution, as a third party benefiting from a certain number of marketing operations outlined in the annexes of the present Contract is, under the abovementioned law, is susceptible to treating the personal data it collects and transmitting it to UNIPUBLIC for the proper execution of marketing operations. The Host Institution will act as the processing manager with regards to the applicable regulations and assumes all obligations, especially providing information prior to collecting the data and respecting the rights of persons;
- UNIPUBLIC is also susceptible to collecting personal data and transferring it to the Host Institution within the framework of executing marketing or advertising operations. Hypothetically, if UNIPUBLIC acts as a processing manager for all personal data provided to the Host Institution, UNIPUBLIC assumes all the obligations, especially those regarding providing information prior to collecting that data and respecting the rights of persons. As part of the Host Institution’s use of the personal data collected by UNIPUBLIC, the Host Institution undertakes to process the data in question in accordance with the conditions established by UNIPUBLIC, on a case by case basis, depending on the authorisations obtained from the relevant private persons.

**ARTICLE 11 : COMPLIANCE**

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The Parties reciprocally undertake, for the entire duration of the Contract, to respect the applicable laws, regulations and rulings, including but not limited to the laws and regulations regarding the fight against corruption, extortion, influence peddling and money laundering.

In this context, each Party guarantees:

- That it, and its personnel, are in compliance with the laws.,
- That no sum (including fees, commissions or any other improper monetary benefit) or valuable object (including, but not limited to, gifts, trips, meals or inappropriate entertainment) has been given, directly or indirectly, with the aim of obtaining the conclusion of the present agreement or easing its execution.

Each Party understands and accepts that the Contract has been agreed upon based on the above declarations, guarantees and commitments. Also, in the hypothetical case where one Party determines that the other Party has violated, within the framework of the Contract's conclusion or execution, the aforementioned declarations and guarantees, it shall have the right to terminate the Contract.

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**ARTICLE 12 : ENTIRE CONTRAT - NOVATION**

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The present Contract expresses the entire will of both Parties regarding its purpose. Any modification will require an Amendment, signed by both Parties, and submitted to the Host Institution's Municipal Council for approval.

The present Contract supersedes any prior agreement, arrangement or contract, written or non-written, concluded between the Parties for the same purpose.

The attached annexes are an integral part of the present Contract and, as such, are inseparable.

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**ARTICLE 13 : NOTIFICATIONS**

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Any notifications required by the present Contract will be sent to the respective addresses of each Party as indicated below, unless a change of address has been notified in writing. All notifications will be done via email and confirmed through a registered letter with acknowledgement of receipt and will come into effect upon reception at the following addresses:

For UNIPUBLIC

Email addresses: [cojalvo@unipublic.es](mailto:cojalvo@unipublic.es)

Registered letter: Mr. Yann LE MOENNER  
Managing Director UNIPUBLIC  
Calle Isla del Hierro 7  
28703, San Sebastian de los Reyes

For the Host Institution:

Email addresses: [martijn.van.hulsteijn@bmc.nl](mailto:martijn.van.hulsteijn@bmc.nl)  
[info@lavueltaholanda.com](mailto:info@lavueltaholanda.com)

Registered letter: Mrs. Toke Tom  
Management Team City of Utrecht  
Stadsplateau 1  
2521 AZ, Utrecht  
The Netherlands

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**ARTICLE 14 : TITLES**

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The titles of the Articles in the present Contract appear only for convenience and in no way affect the sense of the provisions to which they refer.

**ARTICLE 15 : PROVISION DISJUNCTIONS**

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In the case of legal nullity of any of the stipulations in the present Contract, the Parties will, in good faith, seek to find legally valid stipulations. In any case, all other stipulations and conditions outlined in the present Contract will remain in force.

**ARTICLE 16 : TOLERANCE**

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Any tolerance shown by one or both Parties, albeit repeatedly, of an infraction by the other Party of any of the stipulations in the present Contract, will in no case constitute a waiver by the first Party of any of the Contract's stipulations.

**ARTICLE 17 : JURISDICTION – APPLICABLE LAW**

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This Contract, which has been written in Spanish (contract language) is governed by Spanish Law. Any difference resulting from the interpretation and/or execution of the present Contract requires that the Parties attempt to amicably resolve it, before resorting to the Administrative Tribunal of Madrid.

Signed .....,  
on  
In two original copies

**THE CITY OF UTRECHT**  
The Mayor

**UNIPUBLIC**  
General Director

**UNIPUBLIC**  
Managing Director

Mr Jan VAN ZANEN

Mr. Javier Guillén

Mr. Yann LE MOENNER

EVENTS OF THE GRAND DEPARTURE OF LA VUELTA

- 11/08/2020, organisation and coordination with UNIPUBLIC of the inauguration of the Race Headquarters and the Press Centre on one part, and of the kids' press conference on the other part.
- 11/08/2020, opening of the Race Headquarters and the Press Centre. Team briefing behind closed doors in a special designated space.
- 13/08/2020, organisation of the Official Team Presentation and production by the Host Institution, validation by UNIPUBLIC (*UNIPUBLIC provides requirements specifications regarding the ceremony's contents, a list of La Vuelta suppliers and readily available technical means*) a quota of 100 ( hundred) VIP seats at the tribune made available for UNIPUBLIC who will be free to pass them on to its stakeholders. Should the Host Institution hold a cocktail reception, a quota of 100 (one hundred) VIP accesses will be made available to UNIPUBLIC, who will be free to pass them on to its stakeholders.
- 11/08/2020, opening of the Race Headquarters and the Press Centre.
- 13/08/2020, organisation of the Official Dinner, a quota of 80 (eighty) invitations made available to UNIPUBLIC who will be free to pass them on to its stakeholders.
- 14/08/2020, 1<sup>st</sup> stage (departure and arrival) with Official Ceremony
- 15/08/2020, 2<sup>nd</sup> stage (departure and arrival).
- 16/08/2020, 3<sup>rd</sup> stage (departure and arrival).

**ANNEX 2**  
**ADMINISTRATIVE AND TECHNICAL REQUIREMENTS SPECIFICATIONS**

- **Regarding the technical and logistical plan, a technical report will be exhaustively defined for each site used by UNIPUBLIC for the Salida Oficial (press rooms and offices during the pre-Vuelta period and during the first 3 stages, team presentation, departures and arrivals of the first 3 stages). This technical report will be established following different meetings between UNIPUBLIC and the local organisation committee.**

The Host Institution must:

- Take all appropriate measures to facilitate the accommodation of followers that make up the different La Vuelta families (teams, organisation, media, sponsors), taking in account that all the cost of hotels will be assumed by UNIPUBLIC;
- Host meetings with UNIPUBLIC's General Commissioners and specify the Host Institution's obligations as outlined in the present article with them, especially with regards to the definitive choice of departure and arrival sites, the placement of different La Vuelta installations, including hospitality and public relations spaces, official stores, the layout of the premises and parking areas, the additional barriers and general necessary security measures;
- Make available starting the 10/08/2020 and equip, at its own cost, premises free of any advertising in which to set up the Race Headquarters and reception services (+/- 2 000 m<sup>2</sup> (two thousand square metres)), the Press Centre (+/- 1 000 m<sup>2</sup> (one thousand square metres)) with a capacity of 500 (five hundred) people, equipped with work desks, chairs and electrical power outlets and a space comprised of annexed rooms, when required.
- Make available, in the departure and arrival areas as well as near the Race Headquarters and Press Centre, parking areas exclusive to vehicles accredited by UNIPUBLIC (500 (five hundred) for the departure and 500 (five hundred) for the arrival);
- Install, at its own costs, the necessary infrastructures to ensure good hygiene conditions at the Race Headquarters and Press Centre, as well as for the public at the departure and arrival sites;
- Prepare, at its own cost, a room for 350 (three hundred and fifty) people near the location of the Official Team Presentation in which to host a closed-door team briefing; this room must also be equipped with a speakers table for 4 (four) people, a sound and video projection system as well as simultaneous translations into English and Spanish, including both human and material resources;
- Design, in cooperation with UNIPUBLIC, and equip the location for the Official Team Presentation and cover all the costs related to it. On its part, UNIPUBLIC will guarantee the presence of the teams and will coordinate their order of appearance. The broadcast of a TV program regarding the team presentation will be carried out by RTVE with the logistical support of the Host Institution
- Provide and install, at its own cost, all the arrival structures for the first 3 stages consisting of:
  - Arrival arch
  - Official podium
  - Commentator tribune
  - Antidoping controls
  - Guest reception structure
  - All the finish-line and technical zone barriers (3 km of low barriers and 1 km of high barriers)
  - Sound system of the area

- All the structures must be covered by a total covering approved by UNIPUBLIC in order to ensure that it looks and feels similar to a finish-line installed by UNIPUBLIC.
- Provide and install the signature podium with sound at the start of stages 2 and 3. Its covering must be approved by UNIPUBLIC and its costs will be entirely covered by the Host Institution.
- Make available to UNIPUBLIC, at no cost, the press rooms and organisation offices necessary for the proper function of the race located at the arrival areas of stages 2 (identical to the pre-departure press room) and 3 (Breda)
- Make available to UNIPUBLIC, at no cost, locations on public roads deemed appropriate by UNIPUBLIC to be used to hold hospitality and public relations receptions for Partner guests and those of the cycling teams (all locations placed in front of UNIPUBLIC's hospitality and public relations areas must be reserved for the public and be free to access).
- Make available to UNIPUBLIC, at no cost, the locations on public roads required to place the official stores, operated on their own and fully licensed, during the La Vuelta Salida Oficial 2020 period (7 days before to 3 days after);
- Provide, install and remove, at its own cost, all the equipment and services used for the security and reception of the public, in addition to the installations put in place by UNIPUBLIC for the stage arrivals and departures, and in particular: (i) additional barriers (including wind-bracing barriers), free of any advertising and banners, with a distance to be determined, following the demands specified in the Technical Reports; (ii) all information signs and necessary signage for the public, including those regarding the respect for cleanliness and for the environment; (iii) the implementation and layout of a contingency plan for the public at all the sites involved in the departure and arrival operations; The Host Institution must contract a licensed civil protection association (type D mission)
- Provide, at its own cost, the necessary police forces to ensure the good organisation of the race.
- Provide ensure, at its own cost, the in race medical teams and ambulances fully authorised to act under Dutch legislation.
- Proceed, at its own cost, to carry out the road works and other requirements stipulated by UNIPUBLIC for the safety of the riders and for the set-up of the La Vuelta installations;
- Install, at its own costs, the necessary connections to provide electricity and/or water at the different race sites in accordance with the needs outlined in the Technical Reports;
- Proceed, at its own cost, to carry out rehabilitation works, such as the removal of signage and watercourse crossing equipment, return access roads to their original state and restore natural areas or sporting equipment, such as stadiums, if necessary;
- Ensure or provide, at its own cost, security over UNIPUBLIC's installations (departure and arrival sites, Race Headquarters and Press Centre) at night.

## **2. Regarding administrative matters**

The Host Institution must:

- Provide UNIPUBLIC with any assistance required with regards to administrative and other procedures that are necessary for the organisation of the event at a local level, as well as with all relevant documents (particularly the authorisations for the installation of La Vuelta technical equipment near classified or protected sites);
- Provide UNIPUBLIC with all the assistance that can be reasonably expected to obtain, from the competent services, flyover authorisations for the helicopters that will provide the tv broadcast of La Vuelta (wescam, relays) requested and authorised by UNIPUBLIC as well as for the aircraft relays needed to retransmit the signals;
- Provide UNIPUBLIC assistance in obtaining, from the competent services, the necessary authorisations to use the frequencies

- Work with national and municipal security, particularly the Municipal Police if it exists, and cover the resulting costs;
- Take, or make others take, all necessary measures to: (i) preserve the respect of the locations needed to ensure the correct development of the race; (ii) guarantee the safety of the riders, of organisers and spectators, especially at the departure and arrival sites; (iii) forbid traffic and parking on urban roads borrowed for the race, and regulate them on adjacent roads and on spaces defined by UNIPUBLIC; (iv) forbid the placing of banners and signs other than those installed or authorised by the organiser, as well as the occasional sales in the areas delimited by UNIPUBLIC, mainly along the route and in a 500 (five hundred) metre radius around the departure and arrival areas; (v) forbid the flyover of any aircraft other than those specified by UNIPUBLIC over the race;
- Take all necessary measures to ensure that UNIPUBLIC can peacefully enjoy, at no cost, the telecommunications structures and networks (in particular, telephone and internet) on the sites occupied by the organisation, with the understanding that no internet service provider or telecommunications network will be imposed on UNIPUBLIC, let alone benefit from any communication rights linked to La Vuelta. UNIPUBLIC is free to choose its own technical providers;
- Implement all the provisions contained in the Technical Reports that, following the agreement of the Host Institution, will complete the present agreement;
- Guarantee UNIPUBLIC complete freedom of movement and of communication during the preparation and the duration of the race;
- Provide UNIPUBLIC an organigram of the local organisation committee that mentions the names and contact details of all those who have been authorised by the Host Institution to manage different issues related to hosting La Vuelta;
- Not charge spectators to access the stage departure and arrival areas, except for in the case of parking (where the amount is not to exceed 10 (ten) euros per vehicle). This, obviously, does not concern existing public parking facilities, as these will not modify their fees for the event.

- **3 UNIPUBLIC's Collaboration**

- UNIPUBLIC undertakes to carry out reconnaissance visits of the route and of the departure and arrival sites. During these visits, UNIPUBLIC's General Commissioners will determine with the Host Institution the definitive sites for the departure, arrival, various La Vuelta installations, including hospitality and public relations areas, official stores and, in general, all the specific technical provisions that must be taken into account by the Host Institution in order to host the race in the best possible conditions.

Following these visits, UNIPUBLIC's General Commissioners will specify in the Technical Documents (Technical Reports and Plans) all the details regarding the provisions that have been agreed upon and which will complete the present agreement, in particular the list of obligations and costs of the Host Institution, found in Article 3.3 above.

- In General, UNIPUBLIC provides the installations, materials and personnel needed to organise a travelling race, subject to the aforementioned structures and technical services that fall under the responsibility of the Host Institution. UNIPUBLIC is in charge of providing, assembling and dismantling the following equipment:
  - . for the departures: the Village installations, certain barrier materials, organisation sanitary facilities, the sound system;
  - . along the route: certain barrier materials and the signage of sports classifications;

Details regarding the materials provided by UNIPUBLIC will figure in the Technical Reports established by UNIPUBLIC.

- UNIPUBLIC will cover the first aid costs of all the “event participants”, meaning the riders and people who participate in its organisation (and/or who provide a service). To comply with Dutch legislation, the institution shall provide doctors to team up with the organisation doctors and ambulances, all of them fully authorised to act in the Netherlands

UNIPUBLIC undertakes to take the necessary measures to obtain, with the help of the Host Institution, the required authorisations from the relevant administrative authorities regarding the private use of roads open to traffic along the route.

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**ANNEX 3**

**RIGHTS AND ADVANTAGES REGARDING LA VUELTA'S DEPARTURE GRANTED TO THE HOST INSTITUTION**

**1 Communication tools**

1.1. The graphic elements or Authorised Symbols of La Vuelta are:

- a) The name of the event: La Vuelta
- b) The brand(s) of the event, to be used exclusively within the framework of the composite logo "La Vuelta 2020 Salida Oficial Holanda" and/or the composite logo "La Vuelta 2020 Holanda"



"La Vuelta" EU semi-figurative trademark registered under the N° 016234734

- a) Official event poster
- b) Official event map
- c) Template of the La Vuelta Salida Oficial 2020 Official Identity designed to be customised by the Host Institution in the following conditions:
  - The Salida Oficial is an integral part of the La Vuelta brand architecture;
  - Also, the Host Institution must, in all its communications regarding the Salida Oficial, refer to "La Vuelta" and, therefore, use "La Vuelta Salida Oficial 2020" in the graphic form specified in the corporate identity manual below;
  - Any declination of the La Vuelta Salida Oficial 2020 Official Visual must respect the corporate identity manual and the rules regarding the use of the La Vuelta brand (UNIPUBLIC will provide requirements specifications regarding the corporate identity and the rules regarding the use of the La Vuelta brand);
  - Strict approval by UNIPUBLIC (Institution Relations Department and Brand Management) of all the creations, declinations and visuals.
  - Graphic material made available to the Host Institution via a dedicated online platform (1<sup>st</sup> trimester 2019) notably comprised of the following elements:
    - provision of the La Vuelta Salida Oficial 2020 logo to be associated to the Host Institution's name and dates (supports: communications visual and prospectus);
    - provision of the composite logo allowing the association of the La Vuelta + Host Institution brands – provision of La Vuelta Official Identity guidelines, integrating customisable areas for the Host Institution (image area, text area);
    - provision of graphic representations of sporting prizes and La Vuelta distinctive jerseys according to the corporate identity;
    - provision of a kit of communication supports with various formats: banners, flags, backdrops, traditional poster sizes (4x3, 80x120, etc.), press advertisement (A4, A5), internet banner (250x250, 468x60, 240x400);

- - provision of the corporate identity manual that compiles all the different rules for using the authorised tools;
- - provision of a manual that compiles all the different ways it can be applied;
- Obligation of the Host Institution to always showcase/promote the sporting prizes and distinctive La Vuelta jerseys as soon as they are used, through communications and onsite (UNIPUBLIC provides requirements specifications regarding the use of sporting prizes and distinctive jerseys).
- Authorised communications:
- The La Vuelta Salida Oficial composite logo, the composite logo of La Vuelta and the Official Identity of La Vuelta may be used for all advertising, internal and/or external communication or institutional communications, in accordance with the corporate identity and provided that the operations in question are directly linked to the event;
- No association with third parties other than the Official Sponsors of La Vuelta.
- The La Vuelta Holanda logo may be used by all assigned partners of La Vuelta Holanda approved by UNIPUBLIC (public and private)

### 1.2. Images

- The Host Institution must approach UNIPUBLIC in order to agree on the conditions under which it can access the images, particularly the audio-visual ones, of the Salida Oficial de La Vuelta and the conditions of exploitation attached to them within the framework of its communication.
- It is nevertheless already agreed that:
- The Host Institution may use at the end of each stage, a maximum of 3 minutes of animated images that UNIPUBLIC produced or outsourced (at no additional cost other than eventual technical costs) for exploitation within the framework of its internal communications – understood as exploitation on any support, but broadcast exclusively inside the institution and in its institutional communications.
- Any specific audio-visual images required that highlight the role of the Host Institution in the Salida Oficial de La Vuelta and for any request to use them for advertising purposes (such as in TV commercials, internet clips, etc.), the Parties will come together to agree on the terms, including financial terms, of their collaboration.
- The Host Institution and its partners will be able to use, subject to the rights granted by the UNIPUBLIC photographers, the photographs produced by UNIPUBLIC at no additional cost other than the eventual technical costs within the framework of its internal promotion and its promotion on its website only (credit UNIPUBLIC + name of photographer);
- The Host Institution can make use of its own photographers, who must first obtain approval from UNIPUBLIC, having already specified that (i) their presence must be compatible with the event organisation and with the production of images and (ii) the images taken on this occasion will be exclusively exploited by the Host Institution in order to promote its partnership, or by UNIPUBLIC. For this purpose, the Host Institution must obtain the necessary reproduction and representation rights from their photographers as requested by UNIPUBLIC so that it can exploit these photos, if need be.

In any case, regardless of their intended use, it will be up to the Host Institution to obtain the prior approval of the riders before exploiting their individual image, on any support; UNIPUBLIC cannot be pursued or bothered with this subject,

Furthermore, UNIPUBLIC will grant the Host Institution the accreditation for a video crew consisting of a maximum of 2 (two) people and just one camera, and allow one vehicle with no in-race accreditation. It is expressly agreed that this team may film only non-race images of La Vuelta in the areas designated for this purpose (accreditation area). The content filmed in this way may be exploited by the Host

Institution in an internal scope and on different digital platforms that are edited and managed by the Host Institution, within a limit of 10 (ten) minutes of images in total per day. The Host Institution must make arrangements to obtain the necessary reproduction and representation rights of said videos as requested by UNIPUBLIC so that it can exploit them, if need be.

- **2 Promotion of the Host Institution by UNIPUBLIC**

### 2.1. Visibility

- Presentation by UNIPUBLIC of the Host Institution as the host site of the La Vuelta Salida Oficial 2020;
- Broadcast, during the La Vuelta 2020 presentation ceremony in January (date to be confirmed), of the Host Institution's Official Film, which it undertakes to produce in accordance with the conditions in Annex D.
- Showcase the Host Institution on the official map of La Vuelta;
- Integration into official documents (for example the roadbook, the website, etc.) of the stage description and relevant photographs;
- Integration of 3 pages of institutional advertising into the official roadbook;
- Showcase the touristic, cultural and economic elements of the Host Institution in the event tourist guide (digital and/or printed);
- Right to install a light structure that illustrates the Host Institution (structure, statue, etc.) in the heart of the Village (these elements will be subject to validation and adjusted in accordance with the stage profiles);
- Integration of the name and/or logo and/or crest of the Host Institution in the following locations on the day of the race's passage:
  - - departure areas of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> stages:
    - the logo of the city and/or another institution will be placed on the starting ramp (stage 1), the most visible area featuring those of La Vuelta, RTVE and the official timekeeper
    - 2 institutional logos will be positioned on the signature podium lectern (except during a time trial stage)
    - the name of the city will feature on each side at the top of the arch
    - A small ribbon-cutting ceremony will be organised in the presence of the General Director of La Vuelta and the authorities that you consider appropriate. On the ribbon will be the name of the city as well as its crest.
    - At the departure of the 2<sup>nd</sup> and 3<sup>rd</sup> linear stages, banners, whose lengths may be chosen by the Host Institution, will be placed at locations that have been agreed upon by the Parties 250 metres after the departure arch (the Host Institution will cover the costs of their installation and removal) ;
  - - Arrival site of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> stages:
    - The name of the arrival city will be written on the front and back of the top of the arch
    - Presence of the institution during the awards ceremony:
      - The name of the departure site will be systematically written to the left of the podium of a dedicated sign
      - The name of the arrival site will be written to the right of the podium on a dedicated sign
      - The name of the city and its crest will appear on the screen behind the rider during the city's awards ceremony.
      - The name of the city, along with the stage number, will appear on the highest step of the podium.

- At the arrival, the banners, which may measure no more than 200 metres, will be installed throughout the final kilometre, 100 metres between 1.2 km and 1.5 km from the arrival and 100 metres after the arrival (the Host Institution will cover the costs of their installation and removal) ;
- - along certain points of the route, having obtained prior authorisation from UNIPUBLIC (except for the following areas: departure and arrival areas, feeding zones, timekeeping zones, sports classification areas), will be banners bearing the name of the Host Institution, divided into the right and left sides of the route. These banners will be provided by the Host Institution following UNIPUBLIC's approval (the Host Institution will cover the costs of their installation and removal)

## 2.2. Advertising Caravan

- Right to participate in the La Vuelta 2020 Advertising Caravan with a maximum of 5 (five) vehicles (entire route, at no additional cost)
- The vehicles must be decorated in a particular way and may be used to distribute free Promotional Items subject to prior authorisation by UNIPUBLIC. The Host Institution must respect the Advertising Caravan regulations, which will be provided by UNIPUBLIC for this purpose.
- Right to include in the advertising caravan, any vehicles from the Salida Oficial host institution partners at no cost for all the stage taking place in Holanda.

## 2.3 Promotional Items

- "Promotional Items" refers to products that are meant to be distributed free of charge by the Host Institution and that may bear:
- 1) either just the La Vuelta logo: in this case, the Host Institution undertakes to purchase them from official UNIPUBLIC licensed manufacturers (or from UNIPUBLIC, if need be);
- 2) or both the La Vuelta and the Host Institution logos, inseparably in the composite logo. In this particular case, the Host Institution may purchase said Promotional Items from a manufacturer of its choice. The Host Institution must ensure that its manufacturers sign an engagement letter and respect the ethical charter that appears in Annex C.
- The Host Institution must submit said Promotional Items to UNIPUBLIC for prior approval in the same conditions stipulated in article 4.2. above.

## 2.4 Hospitality and public relations program

The Host Institution will benefit from the following hospitality services:

*(the quotas below are subject to validation and may be adapted according to the stage profiles):*

- 20 (twenty) nominative all-access accreditations (badges) valid for the duration of La Vuelta Salida Oficial Holanda 2020 for the Host Institution's personalities, of which:
  - 5 (five) maximum will be able to access the signature podium at the departure of the stages of the La Vuelta Salida Oficial Holanda 2020 in order to welcome the race competitors;
  - 5 (five) maximum will be able to access the official podiums at the arrivals of the stages of the La Vuelta Salida Oficial Holanda 2020 in order to congratulate the winner and jersey wearers or special sporting award recipients, among which will be the County Council President, if he is present. The choice of these personalities will be made by mutual agreement between UNIPUBLIC and the Host Institution, respecting political impartiality.
  - The Regional Council President, the County Council President, are systematically accredited by UNIPUBLIC.
- 1 (one) pavilion decorated and equipped in the heart of the Departure Village valid for the duration of the La Vuelta Salida Oficial Holanda 2020;
- 80 (eighty) non-nominative Departure Village accreditations (bracelets or other supports) per La Vuelta Salida Oficial Holanda 2020 stage;
- 15 (fifteen) places in UNIPUBLIC guest cars to follow the 1<sup>st</sup> stage;
- 9(nine) places in UNIPUBLIC guest cars to follow the 2<sup>nd</sup> stage;
- 9 (nine) places in UNIPUBLIC guest cars to follow the 3<sup>rd</sup> stage;
- 20 (twenty) non-nominative accreditations (bracelets or other supports) for the La Vuelta arrival guest areas for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> stages of La Vuelta Salida Oficial 2020.

The Host Institution and UNIPUBLIC will consult with each other and may associate with a specialised third party, to conceive and commercialise hospitality and public relations services, aimed at companies that are part of the local/regional economic fabric, and it is already agreed that the Host Institution will be entirely responsible for the execution and functioning of these services. It is understood that any revenue resulting from these services will go entirely to the Host Institution and that UNIPUBLIC will not be held in any way responsible for said services.

- 2.5 License – merchandising program
- The Host Institution undertakes to name a “derived products” interlocutor, a privileged UNIPUBLIC point of contact regarding this subject.
- UNIPUBLIC undertakes to communicate to the Host Institution the list of its official sellers and manufacturers, this list may be updated by UNIPUBLIC.
- The Host Institution and UNIPUBLIC undertake to meet following the signature of the agreement in order to touch on the aspects regarding merchandising and licensing.
- The Host Institution will provide UNIPUBLIC with all the information regarding all identified and pertinent opportunities to implement additional activations in the lead-up to La Vuelta Salida Oficial Holanda 2020 and in the cases where the Host Institution holds the rights to exploit iconic locations within the Host Institution (brands/copyrights), it grants UNIPUBLIC, at no cost, the right to produce and commercialise derived products reproducing those iconic locations for the Salida Oficial Holanda 2020;
- For promotional purposes, the Host Institution benefits from the right stipulated in §2.3 (promotional articles) above. In accordance with the present agreement, promotional products/objects featuring only the name/logo of the Host Institution, are not considered

promotional products/objects. If the Host Institution wishes to sell products using the La Vuelta trademark, it must conclude a licensing contract with UNIPUBLIC or purchase them from UNIPUBLIC or from one of its licensed manufacturers.

- UNIPUBLIC undertakes to present the Host Institution with a collection of qualitative promotional products and objects that the Host Institution will be able to purchase in order to decorate or to make available to certain local organisms, businesses, restaurants, etc.
  - UNIPUBLIC will be consulted in the case of a call for tender regarding the needs of the Host Institution for all merchandising products, such as those destined to the participants of the Gran Fondo/cyclosporive.
- 2.6 Digital rights

Within the framework of its institutional communications regarding the present partnership, the Host Institution may use the Authorised Symbols on the digital supports it has created and edited in accordance with the following provisions:

- Website:
  - Non-exclusive right to create a website (desktop/mobile with an address that starts with <http://www.>), dedicated to La Vuelta Salida Oficial Holanda 2020 reflecting the composite logo, but in no way dedicated exclusively to La Vuelta.
  - The name of the Host Institution must be part of the URL (examples: [http://www.theinstitution.\[name\]of LA VUELTA website\].com](http://www.theinstitution.[name]ofLAVUELTAwebsite].com) or [http://www.theinstitution.com/\[name\]of LA VUELTA website}\].](http://www.theinstitution.com/[name]ofLAVUELTAwebsite})
  - For the “salida Oficial” 2020 Unpublic and the host institution agreed on the following website URL: [www.lavueltaholanda.com](http://www.lavueltaholanda.com)
  - The URL must have the prior approval of UNIPUBLIC. Under no circumstances can this website appear as the official La Vuelta official site. It is expressly agreed that the Host Institution may not offer the download of any mobile application. Except in the case of prior approval by UNIPUBLIC, no other commercial brand may appear on the website (except for Official Sponsors of the race). This website may be exploited for the entire duration of the Contract.
  - Upon demand by the Host Institution, at least 20 (twenty) days before the departure of La Vuelta Holanda 2020, UNIPUBLIC will provide it with the roadbook, consisting of official La Vuelta maps, stage descriptions and profiles (available languages: Spanish, format and delivery to be determined), to be used on the aforementioned website only.
- Social media (Facebook / Twitter / Instagram):
- Non-exclusive right to create a social network account on Facebook / Twitter / Instagram, and/or a La Vuelta Salida Oficial Holanda 2020 event created by UNIPUBLIC and linked to La Vuelta’s Facebook page, dedicated to La Vuelta Salida Oficial Holanda 2020, reflecting the composite logo, which in no way can be exclusively dedicated to La Vuelta.
  - The name of the Host Institution must appear in the name of the URL of the dedicated accounts (example : [www.facebook.com/\[name\]of LA VUELTA website/theinstitution](http://www.facebook.com/[name]ofLAVUELTAwebsite/theinstitution))
  - The URL must be submitted to UNIPUBLIC for prior approval. None of these accounts may appear as official La Vuelta accounts. Except in the case of prior approval by UNIPUBLIC, no other commercial brand may appear on the social media account (except for Official Sponsors of the race). The social media accounts may be exploited for the entire duration of the Contract. Once this exploitation period has come to an end, the Host Institution undertakes to transfer to UNIPUBLIC, at no cost, the access and ownership of said social media accounts.
  - The Host Institution will be free of editorial content subject to promoting a good image of the event, will respect current legislation, will not introduce within the content information susceptible to violating public order or human dignity by its demeaning nature and/or extreme

violence, will not violate any rights of third parties whatsoever that will lead to infringement actions, unfair competition or civil liability.

- The Host Institution will have the right to broadcast the same content that has been approved for the social media accounts in the conditions mentioned below on its own social media accounts.
- The Host Institution undertakes to implement a Facebook cross-post of official videos including the official teaser and the Facebook live feed of the Official Team Presentation.
- The Host Institution will provide UNIPUBLIC with a dedicated section containing practical information, entertainment, etc. in a La Vuelta Salida Oficial Holanda 2020 link.
- UNIPUBLIC and the Host Institution undertake, in general, to implement cross-promotion of certain of their respective activations, subject to editorial selection / planning by UNIPUBLIC.
- Image broadcasting:  
For all broadcasting regarding La Vuelta images on the website or aforementioned social media accounts, the Host Institution must approach UNIPUBLIC in order to determine the content and the conditions of the right to broadcast said images.
- Digital operations:
  - The Host Institution may showcase operations conducted directly by La Vuelta (ex: Official Fantasy Game, La Vuelta Official Club, etc.) on the website or aforementioned social media accounts.
  - The Host Institution may implement on the aforementioned website a subscription form for the official La Vuelta newsletter.
  - Should the Host Institution implement digital operations, online games, etc., on its supports, a “La Vuelta” opt-in compilation mechanism must be systematically integrated.
- 2.7 Media promotion
  - Right to develop, in coordination with UNIPUBLIC, a media plan acquired exclusively by the purchase of advertising space either from Official Media Partners/Official Broadcasters or through other supports. The Host Institution undertakes to not use the brand La Vuelta and any service that refers to it in the scope of its negotiations;
  - Right of the Host Institution to establish press and radio partnership agreements (subject to UNIPUBLIC’s approval);
  - Right of the Host Institution to create an official supplement with a media partner (subject to UNIPUBLIC’s approval);
  - Right of the Host Institution to reproduce the content from the communication kit provided by UNIPUBLIC on the Host Institution’s communications supports;
  - The Host Institution’s Media service may be required, upon UNIPUBLIC’s request, to provide advice and assistance, at no cost, to coordinate a promotional media plan devised by UNIPUBLIC, particularly the following services:
    - - provide studies of local media performances (panorama, regional and national media key figures: television, press, radios, web, etc.),
    - - provide local media files (regional and national media contacts: reports, partnership and communication services, etc.),
    - - monitoring (media tracker with the issue of a monthly press-book starting 12 months earlier).
  - UNIPUBLIC may develop special operations within the framework of its promotion (press relations, influence marketing, etc.) and may propose that the Host Institution takes part on certain occasions.

- 2.8. Additional business deals

In the hypothetical case that local companies wish to acquire partnership rights for La Vuelta Salida Oficial Holanda 2020 (limited to the first 3 stages) in the framework of an “official supporter of the Salida Oficial package”, the Parties agree that:

- Said package may not be sold to a company that is a competitor of La Vuelta’s sponsors. All sponsorship agreements must be approved by UNIPUBLIC. UNIPUBLIC reserves the right to refuse sponsorships proposed by institutions if it considers that they are directly or indirectly in competition with one of its sponsors or that it can negatively affect the image of La Vuelta;
- All revenue generated by the sponsors enlisted by the Host Institution will belong to the Host Institution in their entirety. UNIPUBLIC will not, under any circumstance, be able to ask for a commission on this revenue.
- UNIPUBLIC has the authority to commercialise “grand departure supporter” packages to any company that has not been contacted earlier by the Host Institution. All revenue generated by this commercialisation will go to UNIPUBLIC.



**ANNEX 4**  
**THE HOST INSTITUTION CELEBRATES LA VUELTA**

**1 Broadcasting La Vuelta on giant screens**

- At stage arrivals, UNIPUBLIC installs, alone or with the help of a third party, a giant screen, visible from the finish-line, that allows the public to follow the live broadcast of the race.
- The Host Institution will have the right to install one or several more giant screens in the city and will also have the right to broadcast the live footage (images with accompanying sound) simultaneously broadcast by RTVE/ official Dutch broadcaster, with the exception of any other program, in the following conditions:
  - the placement of those giant screens must be agreed upon by both Parties,
  - no brand (other than those of the race's Official Sponsors) can appear with the name, brand and/or logo of La Vuelta Salida Oficial 2020 Holanda during the broadcast of these images on the giant screens,
  - the live broadcast must take place without ad breaks, other than those shown on RTVE/ official Dutch broadcaster,
  - the broadcast may take place throughout the entire duration of La Vuelta 2020 Holanda,
  - no commercial exploitation of this operation may take place,
  - free access to these images by the public must be guaranteed.
  - The Host Institution must pay the current broadcasting fees.

**2 Other Manifestations**

- UNIPUBLIC undertakes, subject to availability at the time of the La Vuelta Salida Oficial 2020 Holanda, to let the Host Institution use such infrastructures as the podium, sound system, etc. as well as its human resources for the official ceremonies.
- The Host Institution undertakes to illuminate in La Vuelta red the most iconic monument at the heart of the Host Institution 108 (one hundred eight) days before the start of the race.
- The Host Institution undertakes to install a countdown showing the remaining days until the La Vuelta Salida Oficial 2020 Holanda.
- In the event that the Host Institution benefits from a poster campaign or any other available supports (Banners, flags, light post systems) at the heart of its territory, it undertakes to implement a promotional plan dedicated to hosting La Vuelta Salida Oficial 2020 Holanda, starting 3 months before and lasting right up until the Salida Oficial
- If other initiatives/developments have been implemented by UNIPUBLIC during this contract, UNIPUBLIC will approach the Host Institution to propose them.

These activations will be the object of a book of intentions that UNIPUBLIC will give to the Host Institution.

**Annex A**

**Official team presentation**

This presentation is broadcast by TVE via their stations 1 and TDP (to be confirmed).

This TV program is a 60 (sixty) minute live feed that is broadcast via the international signal in 190 countries.

This presentation will be free of charge to the public. It will be held in an area reserved for guests. Spectators will be able to enjoy the commentary of cyclists about the route and their objectives, as well as a musical performance.

The responsibility of the presentation's organisation and logistical production lies with the Host Institution, according to the following requirements specifications and subject to UNIPUBLIC's approval. Its production quality must be, at least, equivalent to that of La Vuelta.

The Host Institution is free to choose its own providers for the logistical production of the Official Team Presentation.

UNIPUBLIC and the Host Institution undertake to be in regular contact regarding the organisation of this event and to help each other, if need be, overcome difficulties.

**Event roles and responsibilities:**

In the lead up to the event, the Host Institution undertakes to:

- Inform all its fellow citizens that the event will be held by inserting leaflets in their mailboxes and through all other suitable means,
- Relay the event to local and regional media (at least: press and radio),
- Set in place a dedicated poster campaign 15 days before the event,
- Approach local schools and sports clubs in order to encourage young people to get moving and to set in place some actions related to the event.

The day of the event, the Host Institution undertakes to:

- Make available one of its iconic locations for the Official Team Presentation,
- Make available mechanisms aimed at increasing the number of people that attend the event (examples: local products, free concert, autograph sessions, etc.),
- Make available a location big enough to host all the riders and team technical staff (around 250 (two hundred and fifty) people) for the video and photo production of the riders' gallery, a catering service, snack-like food consisting of fruit and drinks (water, soft drinks...) must be set up for the riders and team technicians, totalling 250 (two hundred and fifty) people,
- Broadcast the race teaser at the start of the Official Team Presentation,
- Provide UNIPUBLIC with a quota of 200 VIP seats at the tribune (200 (two hundred) invitations/accreditations), which it is free to pass on to its stockholders
- Should the Host Institution hold a cocktail reception, a quota of 100 VIP accesses (100 invitations/accreditations) will be made available to UNIPUBLIC, who will be free to pass them on to its stakeholders.

The day of the event, UNIPUBLIC undertakes to:

- Provide a speaker/announcer on stage that speaks fluent English,
- Provide supports bearing the images of the sports prizes (Red Jersey, Polka Dot Jersey, Green Jersey, White Jersey, Stage Winner, Most Combative Rider, Best Team),
- Provide banners in the event colours in order to cover some of the barriers installed by the Host Institution,
- Guarantee the sporting content as well as the presence of the teams.

The Host Institution undertakes to provide, install and dismantle the following elements:

- Delimitation of all the designated VIP and public areas
- Reserve parking areas for team buses and organisation vehicles.
- Sites for the following parking areas:
  - Team parking: 22 (twenty-two) buses and 22 (twenty-two) vehicles
  - Parking for the authorities
  - Parking TVE (mobile units)
- Stage: the stage will consist of a 12m (12 metres) wide platform x 6m (6 metres) long with a 6m (6 metres) structure on each side. The structures will each support a giant LED screen (5 x 3 m (five by three metres)) which will project the ceremony as well as video images.
- Giant LED screens, 2 measuring 5 x 3 m (five by three metres), installed on either side of the stage.
- Sound system: 2 (two) PA towers, microphones (to be determined)
- Lighting: 20 (twenty) mobile robotic spotlights, ambiance lighting spotlights, projectors.
- Installation of 2 (two) sets of stairs behind the stage to make it accessible to the presenters, teams and institutional personalities.
- Installation of two access ramps up to the stage for the cyclists
- 1 (one) transparent lectern on stage for the TVE presenters as well as for institutional speeches, guest cyclists...
- Barrier materials.
- 250 (two hundred and fifty) chairs and tables for the catering service.
- 2 (two) power generators: 2 group twin de 250 KVA.
- 2 (two) modules: for sound and video control, Dimension: 6 x 2 m (six by two metres) with a window and air conditioning.
- 3 structures 2\*2\*2 for TV cameras
- 1 structure 6\*4 for the fotografers
- WC: 8 (eight) cabins + 1 (one) for persons with reduced mobility
- Presence of local police to control parking and access of event guests
- Presence of a medical service during the event
- Night-time security during the installation and dismantling process
- All other technical, logistical and administrative mechanisms mentioned in the La Vuelta Salida Oficial 2020 Holanda Agreement (examples: toilets, rubbish collection, security, etc.).

#### **TV Production:**

**The TV production of the team presentation will be carried out by RTVE. All the production and recording means will be provided by them.**

- The Host Institution undertakes to:
  - Provide a series of material related to the presentation established with the specifications needs
  - Reserve, establish logistically and secure the spaces dedicated to the media (technical areas, stage, podium, interview areas, TV set areas, etc.)
- UNIPUBLIC undertakes to:
  - Carry out the coordination between the International Signal production and the Official Broadcasters
  - Promote the International Signal to event rights holders
  - Distribute the Official Team Presentation
  - Provide, in the lead up to the production, the official graphic elements (official TV corporate identity manual): name of cycling teams, name of riders, etc.
  - Manage the areas dedicated to the media: stage, podium, interview areas, TV set areas, etc.)
  - Carry out the onsite coordination with the accredited media, who will be the only ones to have the possibility of covering the Official Team Presentation, and only within the limits of their respective status

**ANNEX B**

**Engagement letter model  
for promotional item manufacturers**

(to be completed by suppliers that will use the names and/or composite logo of La Vuelta for the manufacturing of promotional items created for a La Vuelta 2020 Host Institution).

Following this, please mail this letter of engagement to Nicolas Denolf: [ndenolf@aso.fr](mailto:ndenolf@aso.fr)

UNIPUBLIC Department of Derived Products – 40 42 quai du Point du Jour 92100 Boulogne Billancourt.

We, the undersigned, ..... (name of provider), acting as the supplier for .....(name of the Host Institution) declare that we are aware of the obligations that the Host Institution is subject to, as a result of the Contract that exists between the Host Institution and UNIPUBLIC.

In order to allow the Host Institution to respect the terms and conditions of said contract, and to allow the safekeeping of UNIPUBLIC's rights, we formally undertake to not sell, to any entity that is not a Host Institution, or exploit directly or indirectly the products that bear the UNIPUBLIC brand.

We also undertake to not reuse for any purpose the products in question and we undertake, at the risk of incurring legal action by UNIPUBLIC, to destroy them immediately should there still be products in stock at the end of the contract.

In the case of any literary or artistic property rights, we undertake to cede said rights to UNIPUBLIC at no cost, so that our participation as Host Institution provider can in no way modify the rights regarding this issue.

We, of course, authorise you to manufacture, directly or indirectly, for yourselves or on behalf of third parties, all products that may, directly or indirectly, be similar to those covered in the present contract.

Lastly, we authorise you to proceed, at any time, to carry out accounting and financial inspections in our premises, regarding the articles bearing the brands outlined in our contract with the Host Institution in order to verify the correct execution of the conditions and regulations that exist between you and the Host Institution, as well as to verify the proper execution of our commitments as stipulated in the present contract.

Sincerely,

Date

Signature

Name – position of signing supplier

Address

Supplier stamp or letterhead paper

Attached: list of objects manufactured and amounts