

## ANNEX 4

**NOTE FROM FEI HEADQUARTERS:** this Legacy Agreement was drafted by FEI on 15 September 2021 based on the legacy principles agreed by NRHA as per Annexes 1, 2 and 3. Highlighted sections in yellow below are standard contractual provisions.

The sections NO highlighted in yellow are the above mentioned principles.

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**LEGACY AGREEMENT  
BETWEEN  
Federation Equestre Internationale (FEI)  
and  
National Reining Horse Association (NRHA)**

Based on a mutual commitment to preserve the welfare of the horse as the first priority the following parties enter into this Agreement made in good faith:

- Federation Equestre Internationale (FEI), a not-for-profit association within the meaning of articles 60 and of the Swiss Civil Code and having its principal office at the HM King Hussein I Building, Chemin de la Joliette 8, CH 1006 Lausanne, Switzerland

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- The National Reining Horse Association (NRHA), a not-for-profit association whose mission is to promote the sport of reining worldwide having its office at 3021 W Reno Ave, Oklahoma City, Oklahoma 73107.

Individually referred as FEI, NRHA or Party and together as the Parties.

**RECITALS:**

- As per Article 10.xiii of the FEI Statutes, the FEI General Assembly shall have the power to remove an Equestrian Discipline upon recommendation of the FEI Board;
- The FEI Board, at its meeting on 15 and 16 June 2021, approved the general terms of a legacy programme as discussed and agreed with NRHA and as defined in this Legacy Agreement (the "Agreement"). Likewise the FEI Board approved putting forward to the FEI General Assembly in November 2021 changes to the FEI Statutes and other FEI Rules and Regulations which would remove Reining as an FEI Equestrian Discipline; and
- The validity of this Agreement is subject to the FEI General Assembly approving the removal of Reining as an FEI Equestrian Discipline in November 2021.

## **1. International Competition Program**

The following principles must apply:

- 1.1. World and Continental Reining Championships for all existing age's categories, namely Seniors, Young Riders and Juniors (the "Legacy Championships") as well as the Nations Team Competitions (all together the "Competitions") will be organised under the direction of NRHA and the FEI will have no rule in or jurisdiction over such Competitions (save as set out in Clause 3 (*Transition Period*) below);
- 1.2. In addition NRHA agrees to consider the possibility of organising competitions for disabled riders (Para Reining);
- 1.3. The Competitions will be managed by NRHA;
- 1.4. NRHA agrees to use the Nations Team format as per Article 301.4.3-9 of the FEI Reining Rules in force at the time of this Agreement (teams of three or four per nation, with the best three results to count) for the Legacy Championships without any changes during at least the 2 years transition period (see Article 3 below);
- 1.5. Rules on horse welfare at the Competitions will be as per the FEI Veterinary Regulations in force at the time of this Agreement and enforced by NRHA;
- 1.6. Equine Anti-Doping & Controlled Medication Regulations and horse welfare rules equivalent to those of the FEI will be put in place and enforced by NRHA;
- 1.7. Other references to FEI statutes and requirements will not be part of this Agreement;
- 1.8. NRHA licensed Officials (Judges, Stewards) and NRHA patterns and competition scoring rules will be used at the Competitions;
- 1.9. Each FEI Member National Federation that is active in Reining (the "National Federation") will be responsible for the manner in which they select their teams for the Competitions and will be responsible for their entries into the Competitions;
- 1.10. In the case where a National Federation chooses to no longer be involved with Reining, a NRHA affiliate or another body (as decided by NRHA and agreed by the National Federation) located in that country may take over the responsibilities of team selection and entries.

## **2. Permanent Committee**

- 2.1. Within 3 months from the date of signature of this Agreement, NRHA will create a Permanent Committee under the jurisdiction of NRHA to oversee the organisation of the Competitions;
- 2.2. The Permanent Committee would be made up of nine to twelve members as follows:
  - 2.2.1. The FEI Reining Technical Committee Chair at the time of signature of this Agreement;
  - 2.2.2. Three Representatives from various National Federations ("NF's");
  - 2.2.3. One Former Chef d' Equipe of an FEI Championships;
  - 2.2.4. One member of current NRHA Executive Committee;

- 2.2.5. One member of current NRHA Board of Directors;
  - 2.2.6. One member of current NRHA European Affiliate Council;
  - 2.2.7. One NRHA Show Manager/Secretary/Producer.
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- 2.3. With the exception of the FEI Technical Committee Chair, the representatives from National Federations and the Chef d'Equipe, the other members of the Permanent Committee must be NRHA members in good standing;
  - 2.4. Non NRHA members in the Committee are to be appointed by the NRHA President, upon the recommendation of the FEI and with final approval by the NRHA Executive Committee;
  - 2.5. All National Federations active in Reining shall have the right to liaise with the Permanent Committee;
  - 2.6. The Permanent Committee will serve as an official advisory committee of NRHA and is subject to the terms and conditions of such as outlined in the NRHA Bylaws;

### **3. Transition Period**

- 3.1. During the two years after the signature of this Agreement (the "Transition Period"):
  - 3.1.1. FEI will offer NRHA, if required, reasonable consultancy services regarding the organisation of the Legacy Championships;
  - 3.1.2. FEI will work with NRHA to help facilitate strong relationships with the National Federations who are interested in participating in the Legacy Championships;
  - 3.1.3. FEI will encourage the National Federations to compete in the same manner that they have done in previous Championships under the jurisdiction of the FEI;
  - 3.1.4. FEI will support the promotion of the Legacy Championships in a manner to be agreed between the FEI and NRHA;
  - 3.1.5. Unless specifically agreed in writing in advance by the FEI, NRHA undertakes not to create any association (either directly or indirectly) between the FEI and the Championships and Competition's or use any of the FEI's logos or other intellectual property either during or after the Transition Period.
- 3.2. After the Transition Period:
  - 3.2.1. NRHA will have full and exclusive jurisdiction over the Legacy Championships and the Competitions.

**4. Entire Agreement**

This Agreement shall represent the entire agreement between the Parties relating to the subject matter hereof and operates to the entire exclusion of any other agreement, memoranda, or prior understanding of any kind between the Parties.

**5. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland.

**6. Dispute Resolution**

Any dispute or difference between NRHA and FEI shall be resolved amicably and in good faith.

**7. Implementation**

The Parties must implement and enforce the terms and conditions of this Agreement to their full extent and to ensure that the terms and conditions of this Agreement are carried out in full by their respective members and stakeholders.

**8. Breach of Agreement**

A Party may terminate this Agreement upon giving 30 days' written notice where the other Party is in material default or breach of its obligations under the Agreement, and such default or breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the first Party within thirty (30) days of a written request so to do.

**9. Termination**

This Agreement shall automatically terminate when the Transition Period has ended. There shall be no extension or automatic renewal of this agreement unless otherwise agreed in writing by NRHA and FEI.

The Parties below have the authority to execute this official Agreement as of the date set forth below:

On behalf of the NRHA:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

On behalf of the FEI:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_