



**MEMORANDUM OF UNDERSTANDING**

March <sup>EP</sup> AM

This Memorandum of Understanding is entered in ~~January~~ 2022 between World Association Working Equitation, ("WAVE"), with registered office in Av. Mem Ramires, nº 94 | S. João do Estoril | 2765-337 ESTORIL, Tel: + 351 213541684, E-mail: geral@wawe-official.com , site www.wawe-official.com here represented by João Raão Duarte (President) and Aldo Capovilla (Vice-President) and United States of America Working Equitation ("USAWE") with registered office at 5006 Forsythe place, Boulder, Colorado 80303, USA, Telephone: 1-160-115-1603, E-mail: info@usawe.org , Website: www.usawe.org , here represented by Barbara Price (President) and Olga Hendrickson (Vice-President), <sup>Boulder</sup> (President-Elect) <sup>EP</sup> AM

<sup>EP</sup> AM

**WHEREAS:**

- (a) WAVE is recognized by its members as the sole international authority in what concerns working equitation and comprises the entities responsible for the organization of working equitation in different current or future country members;
- (b) WAVE is statutorily bound to pursue the recognition of working equitation as an official discipline by the International Equestrian Federation ("FEI");
- (c) WAVE recognizes the FEI as the sole and exclusive entity with the authority to regulate and organize the traditional equestrian disciplines of equitation and its corresponding competitions;
- (d) WAVE is bound to foster the development of working equitation, divulging and promoting general working equitation principles, always safeguarding the differences (type of mount, harness and dress) existing in the different countries, never preventing the entry of new countries, even those which in spite of not having a tradition of horse work in the field, wish to comply with its articles of association, general regulations and private articles;

- (e) WAVE is bound to foster the development of working equitation, divulging and promoting general working equitation principles, always safeguarding the differences (type of mount, harness and dress) existing in the different countries, never preventing the entry of new countries, even those which in spite of not having a tradition of horse work in the field, wish to comply with its articles of association, general regulations and private articles;
- (f) WAVE may provisionally accept the membership of a national organization other than a national federation provided that no entity from the country in question is already a member, pursuant to which the referred organization enjoys the same rights given to a national federation within the WAVE and consequently its recognition;
- (g) **USAWE** – USA Working Equitation is the culmination of many years' effort on the part of Working Equitation advocates and several organizations.
- (h) IN 2020 the two active and predominant WE organizations in the United States, WE United and the Confederation for Working Equitation, agreed to merge into one association to best serve the sport and competitors in the United States of America and represents the interests of most riders, judges, trainers and other stakeholders in USA.
- (i) **USAWE** expressly recognizes WAVE as the sole only international organization responsible for working equitation worldwide and further declares to abide and apply all the regulations currently in force as well as the future regulations emanated by WAVE.
- (j) WAVE acknowledges the second party's potential to foster the development and recognition of working equitation in USA and wishes to provide its assistance and support to pursue such goals.

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NOW therefore it is hereby agreed as follows:

**Clause 1**

WAVE appoints the second party as Official Accredited Agent for the promotion of working equitation in USA as off ~~February 2022~~ <sup>MARCH 2022</sup> and for the period of 3 (three years), until ~~January 2025~~ <sup>FEBRUARY 2025</sup>. On termination date parties agree on a renewal of the present MOU for equal of different periods.

**Clause 2**

As Official Accredited Agent of WAVE in USA, the second party agrees to:

- (a) Submit all the current used regulations to be verified by WAVE to verify whether the Regulations currently in place are in accordance with the WAVE rules and principles.
- (b) Submit all the current education system for working equitation officials, as well as a complete list of the current authorized officials, to be verified by WAVE.
- (c) Organize and promote, at least, 2 (two) official Zone Championships working equitation competitions in its country according to WAVE's practices, standards, rules and regulations, attended and verified by at least 1 (one) WAVE official.
- (d) Unconditionally abide by and apply WAVE's general and internal regulations, refraining itself from the use of any other regulation.
- (e) Render the necessary publicity to the Regulations in force as of the date of the signature, namely publish them in the respective website.
- (f) Promote the participation of officials in the WAVE organized formation courses
- (g) Inform WAVE of the yearly activities as well as all ~~relevant~~ <sup>relevant</sup> international results obtained by its national athletes.

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**Clause 3**

As Official Accredited Agent of WAVE in **USA**, the second party is entitled to:

- (a) Use the designation of exclusive Official Accredited Agent of WAVE in **USA** for the Effective Period;
- (b) Exclusively appoint a national team and individual competitors to attend European and World official championships organized by WAVE;
- (c) Appoint national judges for promotion purposes
- (d) Receive WAVE's full support and assistance in all matters deemed necessary

**Clause 4**

In the event of any breach by the second party to any of its obligations under this MOU, which is not remedied within 30 days from notice given by WAVE, this MOU may be unilaterally terminated by WAVE.

Made in two counterparts on the date and place above written.

Cascais, the 3rd March 2022

**WAVE**

**President**

**Vice-President**

João Ralão Duarte

Aldo Capovilla

By

**USAWE**

**President**

**President - Elect**

Barbara Price

Olga Hendrickson