

Specific Terms of use

Effective Date: 28.06.2017

The present Specific Conditions including the General Terms and Conditions and, as the case may be, the Exhibits attached hereto govern the conditions under which the **International Association of Athletics Federations** (hereinafter the "IAAF") grants You the right to use the Material.

WHEREAS the IAAF is the world governing body for the sport of athletics and has developed an IAAF Coach Education and Certification System (CECS).

WHEREAS the IAAF Marks are collectively or individually referred to as "IAAF properties" and whereas all rights to the use thereof belong exclusively to the IAAF.

WHEREAS You asked for permission of the IAAF to use the Material for non-commercial purposes.

THEREFORE, IT IS AGREED AS FOLLOWS: Subject to the following terms and conditions, the IAAF grants You permission to use the Material:

IPE:

Institute of Physical Education
333 Sukhumvit Road,
Muang District
Chonburi 20000
Thailand

MATERIAL and SOURCES : The work(s) subject to the present Agreement are listed in Exhibit 1 to the present agreement

AUTHORISED USE:

- The right to use the Material as part of the Curriculum at the Institute of Physical Education Thailand, in accordance with the IAAF Standards (attached hereto as Schedule 2).
- ✓ Territory: Thailand
- ✓ Term: 08.2017 – 4.2018
- ✓ Rights Fee: N/A for the Term, without prejudice to the right of the IAAF to impose a fee in case of renewal of the present Agreement.

SPECIFIC CONDITIONS:

Your Authorized use of the Material is subject to the following additional conditions:

1. The Material shall be presented by an IAAF CECS Lecturer (the "IAAF Lecturer") proposed by Institute of Physical Education Thailand and to be approved by IAAF, who should teach the content, subject to an agreement being signed between the IAAF and the IAAF Lecturer;
2. The Material shall not be altered in any way and shall be delivered by the IAAF Lecturer only;
3. Courses certificates shall be printed and distributed only by the IAAF Lecturer, on the basis of the templates (IAAF KA Activator; IAAF CECS New Level I (U16) Lecturer; IAAF CECS New Level I (U16) Coach) attached;
4. The Material shall not be used to promote your products or services or a third party's product or services;
5. The Material shall not be used to create a commercial or sponsor association.

By signing below, You confirm having read and agreed to abide by the terms of this Agreement (including the general terms and any appendixes attached hereto) and in particular the clauses concerning the license and restrictions, liability and the election of law and jurisdiction (article 4, 5 and 6).

In the event that You fail to sign this Agreement, Your use of any of the Material constitutes your acceptance of the terms and conditions of this Agreement.

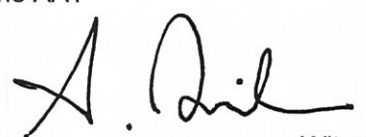
IPE



The IAAF



The AAT



Witness

Place, Date: _____

Place, Date: 28/7/17

Place, Date: _____

GENERAL TERMS AND CONDITIONS for use of IAAF Material

1.- DEFINITIONS

1.a "Agreement" means the contractual document between You and the IAAF composed of the Specific Terms attached hereto and the present General Terms and conditions and, as the case may be, the exhibits attached hereto.

1.b "You" means the person or entity requesting use of the Material that forms the subject matter of the Agreement.

1.c "Material" means the Content as described in the Specific Terms, which are subject to the present Agreement.

1.d "Party" individually or together "Parties" means You and/or the IAAF.

1.e "Specific Terms" means the document to which the present General Terms and conditions are attached and which describes, for example without limitation the Material requested by You, the authorized use, territory and term of the license.

2.- LICENSE- RESTRICTIONS

2.a Subject to Your compliance with the provisions of this Agreement, the IAAF hereby grants You a non-exclusive, non-transferable, revocable limited license to use the Material in conformity with the Authorized Use as specified in the Specific Terms, as the case may be in counterpart of payment of the Rights Fees. All rights not expressly granted herein are reserved by the IAAF.

2.b. You may not use any content belonging to the IAAF other than the Material.

2.c. You agree not to make any use of the Material other than the authorized use set forth in the Specific Terms.

2.d. Unless expressly notified otherwise in the Specific Terms, You may not use the Material for any commercial purpose whatsoever, including but not limited to promoting Yourself, your product, or any product or service. The Material may not be used in a manner such that there is any commercial association between You or any third party and the IAAF unless the IAAF has approved a specific grant of rights.

2.e. The IAAF retains the right to review the use made of the Material prior to its public dissemination, and to disapprove any use of the Material that violates the present Agreement. The IAAF also retains the right to require a copy of the use of the Material in context.

2.f. The limited use authorized in the Specific Terms and in accordance with the present General Terms pertains solely to the Territory and for the Term described in the Specific Terms.

2.g. The present license is non-exclusive and strictly limited to the authorized use and does not entail any assignment of property or rights, including without limitation IP rights.

2.h. You are authorized to keep a copy of the Material for archival purposes only to the extent required by applicable law or regulations. For the avoidance of doubt, You are not authorized to sublicense the Material or to use it at another time or for another purpose than the authorized use. Any further use shall be subject to separate authorization by the IAAF which may be given or withheld at the IAAF's sole discretion.

2.i You are solely responsible for obtaining all authorizations, releases, rights or consents that may be necessary for the use of the Materials, including the consent to use the images of the persons appearing in the Materials, and have sole liability vis-à-vis the rights holders of such and any other relevant rights. You shall hold the IAAF harmless and indemnify them against any claims arising from Your use of the Materials.

2.j The Material, whatever its medium, cannot be modified in any circumstances except with the express written consent of the IAAF.

3.- LIABILITY

3.a The exact and full references to sources: "IAAF- International Association of Athletics Federations" together with the name of the author and/or any other reference required by the IAAF, as indicated on the Materials and/or on the Specific Terms must feature legibly on your use of the Material.

3.b You hereby represent and warrant that Your intended use of the Material is not pornographic or obscene, defamatory or libellous, racist, likely to incite hatred against any person or group, blasphemous or defamatory or infringe any copyright, trademark or other intellectual property right of any third party.

3.c. The IAAF may not be held responsible for Your use of the Material.

3.d. The IAAF will make its reasonable efforts in order to scan its electronic files with antivirus software in line with the industry standard. The foregoing states the entire liability of the IAAF for any loss and damage whatsoever as a result of a virus or any kind of malware, electronic worm, Trojan, etc.

4.- MISCELLANEOUS

4.a . You shall not (a) use or authorise the use of any IAAF mark, emblem, theme, logo, mascot or any designation that implies that You are a sponsor, supplier or have any other relationship with the IAAF; or (b) publicise, advertise or otherwise promote Your relationships with the IAAF or any of its championships in any way, including verbal representations and notices in any form of media.

4.b No person who is not a party to this Agreement shall be entitled to any benefit from or enforce any benefit under this Agreement

4.c. The IAAF shall use its reasonable efforts in order to treat personal data collected within the framework of the present Agreement, if any, in accordance with the applicable laws. 4.d. If any provision or part thereof contained in this Agreement is finally determined by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then, so long as the primary purpose of this Agreement is not frustrated, the remaining provisions hereof shall remain in full force and effect and the illegal, invalid and/or unenforceable provision shall be deemed to be replaced by the legal, valid and enforceable provision which comes closest to the original economic intention of the parties as evidenced by the illegal, invalid or unenforceable provision.

4.e. This Agreement does not constitute either party the agent of the other or create a partnership, joint venture or similar relationship between the parties and neither party has the power to obligate, bind or attempt to bind the other party under contract or otherwise in any manner whatsoever. The parties are in all respects independent contractors.

4.f. Any waiver by either party in respect of a breach of any provision of this Agreement by the other shall only be effective if it is made in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. No delay or omission by a party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

4.g. This Agreement may only be amended, modified or varied by a written agreement signed by the duly authorized representatives of each of the Parties hereto.

4.h. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other parties, it being understood that all parties need not sign the same counterparts.

4.i. All relationship between the Parties shall be governed by and interpreted in accordance with the Laws of the Principality of Monaco. Any dispute arising from or in connection with the execution or interpretation of this conditions or breach thereof which cannot be settled amicably, shall be finally settled, to the exclusion of the ordinary courts, in accordance with the Statute and Regulations of the ICC. The Parties undertake to comply with the said Statute and Regulations, and to enforce in good faith the award to be rendered. The seat of arbitration shall be at Monaco.

SCHEDULE 1

LIST OF MATERIAL

- IAAF Kids Athletics (KA) (U12): KA Activator Program
- IAAF NEW CECS Level I (U16): Lecturer Program
- IAAF NEW CECS Level I (U16): Coaches Program

SCHEDULE 2

IAAF Standards

- IAAF CECS Curriculum / Time schedule
 - IAAF KA Activator
 - IAAF CECS New Level I (U16) Lecturer
 - IAAF CECS New Level I (U16) Coach
- IAAF Certificates
 - IAAF KA Activator
 - IAAF CECS New Level I (U16) Lecturer
 - IAAF CECS New Level I (U16) Coach
 - IAAF Attendance Certificate