

RECOGNIZED AFFILIATE AGREEMENT BETWEEN
UNITED STATES EQUESTRIAN FEDERATION, INC. AND
THE PASO FINO HORSE ASSOCIATION

This agreement ("Agreement") is made and entered into by and between the United States Equestrian Federation, Inc., with a principal place of business at 4001 Wing Commander Way, Lexington, KY 40511 ("USEF") and the Paso Fino Horse Association, Inc., with a principal place of business at 4067 Iron Works Parkway, Lexington, KY 40511-8516 ("USEF AFFILIATE").

WITNESSETH:

WHEREAS, USEF is a 501(c)(3) organization formed for the purpose of fostering national and international amateur sports competition in equestrian sports; and

WHEREAS, USEF's Mission is to provide access to and increase participation in equestrian sports at all levels by ensuring fairness, safety, and enjoyment. USEF's Vision is to bring the joy of horse sports to as many people as possible; and

WHEREAS, USEF is recognized by the Federation Equestre Internationale ("FEI") as the National Federation ("NF") of equestrian sport in the United States; and

WHEREAS, USEF is certified by the United States Olympic and Paralympic Committee ("USOPC") pursuant to the Ted Stevens Olympic and Amateur Sports Act (the "Act") as the National Governing Body ("NGB") for equestrian sport in the United States and is thereby fully compliant with all requirements imposed by the Act, USOPC Bylaws, and U.S. Center for SafeSport regarding the same; and

WHEREAS, USEF's authority, duties, and responsibilities as the NGB are codified in the Act; and

WHEREAS, as mandated by the Act, USEF is autonomous in the governance of equestrian sport in that it independently decides and controls all matters central to governance; does not delegate decision-making and control of matters central to governance; and is free from outside restraint;

WHEREAS, USEF recognizes only one organization for each of the breeds and disciplines for which it has rules in its rulebook; and

WHEREAS, USEF recognizes that one of the purposes for which the USEF AFFILIATE was formed was to promote the best interest of the Paso Fino breed; and

WHEREAS, USEF AFFILIATE, a tax-exempt organization under the U.S. Internal Revenue Code, is responsible for the development and growth of the Paso Fino breed; and

WHEREAS, USEF AFFILIATE and USEF wish to work together in an effort to grow the sport, promote policies concerning the safeguarding of participants, promote policies concerning the welfare of the horse, and develop a positive working relationship.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties wish to memorialize their respective roles and responsibilities as set forth below:

1. USEF OBLIGATIONS

USEF agrees to comply with the requirements necessary to maintain certification by the USOPC as the National Governing Body (NGB), and recognition by the FEI as the National Federation (NF), for equestrian sport in the United States. USEF further agrees to fulfill certain requirements as it relates to its recognition of USEF AFFILIATE as a Recognized Affiliate Association. To that effect, USEF agrees to the following:

- 1.1 Promote best practices for safeguarding athletes from abuse in sport and adhere to all requirements mandated by Congress, the USOPC, and the U.S. Center for SafeSport regarding the same.
- 1.2 Preserve and protect the welfare of the horse by inspecting, monitoring, and testing to deter use of forbidden substances and other cruel, unsafe and/or unsportsmanlike practices and by adopting and enforcing rules to prohibit such practices.
- 1.3 Uphold, maintain, and publish rules and regulations governing the sport.
- 1.4 Promote equestrian as a sport for people of all ages and abilities.
- 1.5 Develop competition structures and pathways for athletes from beginner to elite level.
- 1.6 Provide training and educational opportunities for all involved in the sport, including but not limited only to athletes, horses, trainer, grooms, veterinarians, officials, and organizers.
- 1.7 Ensure the integrity of the sport and fair competition free from doping and manipulation of the outcome of competitions.
- 1.8 Develop interest and participation in equestrian sport throughout the United States and work with USEF AFFILIATE to encourage participation.
- 1.9 Serve as the coordinating body for equestrian activity in the United States.
- 1.10 Coordinate the calendar of competitions to ensure FEI level competitive opportunities domestically; enhance the level of national competition in all FEI disciplines; and provide for varying levels of regional and national competition in a wide variety of breeds and disciplines to increase the breadth and depth of the sport throughout the country.
- 1.11 License Officials and facilitate training and education of those officials.
- 1.12 License dates for equestrian competitions in the United States in order to serve and promote the best interests of equestrian sport and expand and enhance the image of equestrian sport.
- 1.13 Establish national goals and encourage attainment of those goals.

- 1.14 Act autonomously in the governance of equestrian sport, and independently determine and control all matters central to such governance, without delegating such determination and control or being subject to outside restraint.
- 1.15 Recognize and enforce disciplinary decisions made by USEF AFFILIATE, where permitted by USEF Bylaws.

2. RECOGNIZED AFFILIATE OBLIGATIONS.
USEF AFFILIATE agrees to the following:

General

- 2.1 Comply with and be bound by all applicable USEF Bylaws, USEF Board of Directors' actions, and USEF Rules and policies including, but not limited to, all athlete safeguarding requirements imposed by Congress, the U.S. Center for SafeSport, and USEF.
- 2.2 Actively promote athlete safeguarding policies and best practices, including the Minor Athlete Abuse and Prevention Policies, and promote reporting requirements and platforms.
- 2.3 Recognize and reciprocate all USEF Hearing Committee decisions, and other disciplinary action taken against a USEF or USEF AFFILIATE member or person over whom USEF or USEF AFFILIATE has jurisdiction.
- 2.4 Recommend members to the appropriate USEF Committees and Councils, when applicable, who are well suited to serve in the particular role.
- 2.5 Adhere to the USEF Non-Discrimination Policy prohibiting discrimination on the basis of race, color, religion (creed), sex, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any USEF activities or operations.
- 2.6 By no later than March 1, 2023, adopt, publish on USEF AFFILIATE website, and enforce the following policies for USEF AFFILIATE members, Board of Directors, officers, employees, volunteers, and contractors who provide substantial services to USEF AFFILIATE: Code of Conduct, Code of Ethics, Conflict of Interest, and Whistleblower & Anti-Retaliation Policy, and enforcement and reporting mechanisms must be included in each policy.
- 2.7 By no later than March 1, 2023, publish on USEF AFFILIATE website how to report violations of policies and the process for how such reports are responded to and resolved.
- 2.8 Provide the following information to USEF no later than February 1 each year: a) total number of USEF AFFILIATE members for the prior competition year; b) total number of USEF AFFILIATE registered or recorded horses for the prior competition year; c) total number of USEF AFFILIATE licensed or certified officials who do not hold a USEF license;

d) total number of USEF AFFILIATE recognized, sanctioned, or other competitions that are relied upon by USEF AFFILIATE for any purpose that are not licensed or endorsed by USEF.

- 2.9 Maintain recognition by the Internal Revenue Service as a tax-exempt organization.
- 2.10 Maintain good standing with USEF.
- 2.11 Pay required Affiliate dues, which are currently \$200.00 but may change from time to time with reasonable notice to USEF AFFILIATE.
- 2.12 Promote the valuable relationship between USEF and USEF AFFILIATE by having a prominent USEF presence on USEF AFFILIATE website, including specific membership benefit information and resources provided by USEF.
- 2.13 Refrain from interfering in the business operations of USEF.
- 2.14 Refrain from affiliating with or recognizing any national organization for the breeds and disciplines USEF governs, other than the ones recognized by USEF as a Recognized Affiliate, unless an agreement with USEF is reached concerning the scope of said affiliation.
- 2.15 Ensure all elections and appointments to USEF committees and councils do not contravene USEF Bylaws, policies, and procedures.

Clean Sport/Safety and Welfare

- 2.16 Work in partnership with USEF to promote the USEF Clean Sport and USEF Safe Sport Programs through USEF AFFILIATE's website, and other mutually agreed upon and reasonable media avenues.
- 2.17 By no later than March 1, 2023, post USEF Clean Sport resources on USEF AFFILIATE website, or a direct link to the same.
- 2.18 Work with USEF to adopt and develop programs to improve equine and human welfare.
- 2.19 Acknowledge and agree to be bound by the USEF grievance and hearing processes, maintain the confidentiality of said processes, and reciprocate and enforce all suspensions and penalties imposed by the FEI and USEF for violations of rules pertaining to clean sport and horse welfare.

USEF Safe Sport Requirements:

- 2.20 By no later than March 1, 2023, adopt and actively promote on its website an athlete safeguarding policy and related proactive policies, including reasonable procedures to limit the one-on-one interactions between adults and minor athletes, i.e. Minor Athlete Abuse and Prevention Policies (MAAPP).

- 2.21 By no later than March 1, 2023, ensure that details as to how to report allegations of abuse are prominently displayed on USEF AFFILIATE website.
- 2.22 By no later than March 1, 2023, post a direct link to USEF Safe Sport resources on its website homepage or through a dedicated participant safety page website.
- 2.23 By no later than March 1, 2023, actively promote mental health resources, i.e. RAINN, National Suicide Prevention Lifeline, and mental health resources provided by USEF at no cost.
- 2.24 By no later than February 1 each year, certify or document compliance with USEF's Safe Sport Policy requirements, including the MAAPP, by providing USEF with proof that all USEF AFFILIATE Board members, USEF AFFILIATE adult staff members, and any other adult members authorized by or approved by USEF AFFILIATE to have regular contact with or authority over athletes have completed SafeSport Training as required by USEF.
- 2.25 Reciprocate and enforce all interim measures, suspensions, and bans imposed by the U.S. Center for Safe Sport, USEF, or the FEI, regardless of sport designation of the individual found in violation.
- 2.26 Ensure that any competition with which USEF AFFILIATE is associated prohibits participation by anyone on the U.S. Center for SafeSport or USEF suspension or banned lists. Such individuals must be prohibited from entry on the grounds and made to leave if they enter, except individuals on the medical suspension list who may be present on the grounds but prohibited from participating. This includes any competitions that USEF AFFILIATE recognizes results for purposes of point accumulation, award programs, or qualification, or any competition that USEF AFFILIATE associates its programs or brand with in any way.
- 2.27 For any competition that USEF Affiliate is associated with, ensure the competition organizer adheres to the [USEF Competition Quality Control System](#).

Rules

- 2.28 Relevant USEF and USEF AFFILIATE committees meet annually to share and discuss potential rule changes affecting the breed/discipline.
- 2.29 Agree that USEF retains sole authority over official interpretation of USEF rules.
- 2.30 The Parties agree that as it relates to the USEF rule change process, during the term of this Agreement, USEF AFFILIATE's Board of Directors will approve rule changes in January every other year, beginning in 2024. Following USEF AFFILIATE's Board's approval, the Parties will work together to enter the approval rules into USEF's proposed rule change portal by no later than March 1 of that year. The rules will undergo the rule change process in accordance with USEF's policies and procedures for USEF Board action at the Mid-Year meeting. In anticipation of USEF AFFILIATE's competition year start being October 1 and USEF's competition year start being December 1, the Parties will work together to review the competition calendar between

October 1 and December 1, as well as the proposed rules going into effect and make best efforts to ensure safety, welfare, and eligibility rules are in effect by the commencement of USEF AFFILIATE's competition year.

Competitions

- 2.31 Work with USEF to increase the number of USEF and/or joint USEF/USEF AFFILIATE licensed competitions including multiple levels of the sport at each competition. Collaborate on co-branded message promoting licensing/recognizing for both organizations, if applicable.
- 2.32 Work with USEF to increase participation in the USEF AFFILIATE breed, including discussing and agreeing upon options for USEF Lite competitions, if applicable.
- 2.33 Ensure all recommendations from USEF AFFILIATE are made by individuals who are free from bias and conflicts, consistent with USEF's Conflict of Interest Policy.
- 2.34 Acknowledge and agree that effective October 1, 2023, any participation, points, or money earned at non-USEF Licensed Competitions must not be used for qualification for any USEF Licensed Competition, division, championship, or class.

Communications

- 2.35 Work with USEF to maintain open lines of communication between both organizations. The Parties agree to promptly resolve any disagreements to the best of their ability.

Sport Growth and Participation

- 2.36 Work together with USEF to promote, support, and administer, among other things, growth in competitions, participation, and education.

Educating Officials

- 2.37 Develop and manage all education and continuing education for national Paso Fino judges licensed by USEF, in a manner consistent with the outline in Attachment A.

3. NON-DISPARAGEMENT.

The Parties agree to avoid public criticism of each other at all costs, in the best interests of equestrian sport. This provision extends to each Parties' Board of Directors, committees, and staff.

4. TERM.

The term of this Agreement is effective upon full execution by the Parties and ends November 30, 2024. The Parties may meet annually to review this Agreement and discuss its effectiveness and where appropriate, modify its terms as mutually agreed upon by the Parties. No later than 90 days prior to expiration, the Parties will meet to discuss and execute the terms for a renewal agreement.

5. TERMINATION.

It is agreed that USEF AFFILIATE may not be terminated, removed, or decertified as a Recognized Affiliate without being afforded a hearing as provided in the USEF bylaws along with all due process requirements attendant thereto. USEF may initiate such proceedings at any time.

6. ENTIRE AGREEMENT.

This Agreement represents 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.

7. NO ASSIGNMENT.

Neither party is permitted to assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

8. GOVERNING LAW.

This Agreement is governed by the laws of the Commonwealth of Kentucky.

9. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions will remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

UNITED STATES EQUESTRIAN FEDERATION

PASO FINO HORSE ASSOCIATION



William J. Moroney
Chief Executive Officer

Date: 1/17/2023



Jose Colon
President

Date: 1/17/2023

Attachment A

Paso Fino Licensing and Educating of Officials Document

Effective December 1, 2022

Purpose.

To outline the training of Paso Fino licensed officials by the United States Equestrian Federation (USEF) such that the Paso Fino Horse Association (PFHA), as the Recognized Affiliate for Paso Fino, is able to educate Paso Fino judges to a standard sufficient for licensure by USEF. To that end, this document memorializes the agreement between PFHA and USEF regarding the training of Paso Fino licensed officials.

Guiding Principles.

PFHA and USEF are each responsible for maintaining staff and volunteer support for their respective responsibilities.

Changes to the licensing or training requirements for obtaining or maintaining a Paso Fino license are subject to the US Equestrian Licensed Official Policies and Procedures ("P&P") and USEF approval. Any terminology used in this contract may change from time to time with both Parties written acknowledgement.

Requirements for Licensing

3.1. General.

- 3.1.1. Both parties agree that, as described in this document, a requirement will be considered a "licensing requirement" and therefore is subject to USEF approval, when an applicant must complete, fulfill, or pass the requirement in order to be eligible for a license. This includes any eligibility requirements that are outlined in the P&P.
- 3.1.2. Any criterion, standard, and requirement that is to be used in the assessment or evaluation of an applicant must be clearly defined and readily available to the applicant prior to any assessment or testing, and is subject to USEF approval.
- 3.1.3. All comments, assessments, reviews, or recommendations used in assessing or evaluating an applicant must all be made available to the applicant for review without redaction, upon request.

3.2. Clinician and Examiner Requirements.

3.2.1. Approval of Clinicians and Examiners.

- USEF will approve, taking into consideration PFHA's recommendations, any criteria used in determining the pool of eligible clinicians and examiners.
- PFHA will recommend clinicians and examiners meeting the approved criteria to USEF for approval and inclusion on an approved list of clinicians and examiners.
- PFHA will maintain a list of approved clinicians and examiners.

3.2.2. PFHA shall select clinicians from the approved lists for all Paso Fino licensed official training. PFHA shall send all necessary information to the selected clinicians and examiners.

3.2.3. Any clinician or examiner contracted by PFHA must sign an agreement that he will conduct the evaluations in good faith, does not have any conflict of interest that would prejudice the outcome of the evaluation, and will share his assessment or evaluation with the applicant.

3.2.4. USEF retains the right to review a clinician's or examiner's performance, at any time, and assess whether any alterations to the approved list are necessary.

Organizational Responsibilities.

4.1. Joint Responsibilities.

- 4.1.1. Licensing, continuing education, and examination materials will be cobranded by USEF and PFHA, once approved by both parties.

4.2. PFHA Responsibilities.

- 4.2.1. PFHA will be responsible for assisting applicants from the time of submission of a Licensed Officials Checklist through completion of the final examination.

4.2.2. Applicant clinic and continuing education responsibilities include:

- Organizing and facilitating a sufficient number of clinics to meet the needs of Paso Fino judge applicants and current officials;
- Developing, maintaining, and distributing materials for Paso Fino licensed officials' training programs and continuing education clinics;
- Monitoring completion of licensing requirements, as assigned by USEF, in the PFHA Licensing Checklist Management Portal;
- Submitting attendance records within 10 business days of the conclusion of a clinic through the USEF Affiliate Dashboard.
- Developing and proposing continuing education maintenance examinations, as necessary, in accordance with USEF exam guidelines to USEF for approval in its discretion; and
- Administering final examinations in accordance with Section 4.5.

4.3. USEF Responsibilities.

4.3.1. Administrative support responsibilities include:

- Developing and maintaining materials for Paso Fino licensed officials' licensing;
- Approving all licensing requirements and final determinations regarding licensure;
- Facilitating and tracking completion of criminal background checks and SafeSport training;
- Providing maintenance exam guidelines to PFHA;
- Administering, distributing, and recording maintenance exams; and
- Providing reasonable reports and queries, when requested, to PFHA regarding the number of Paso Fino licensed officials and their status (e.g. clinic attendance requirements).

- 4.3.2. Any applicant that does not pass the final examination but wishes to appeal the examination failure may appeal to USEF in writing.

- 4.3.3. When USEF approval is required for a licensed official related request, USEF will provide an approval or denial to a PFHA request for approval within 30 business days of receiving the request. PFHA must submit the required materials to the USEF Licensed Official and National Breeds and Non-FEI Departments.

4.4. Fees.

- 4.4.1. PFHA may charge applicants reasonable fees to support PFHA's expenses in administering Paso Fino licensed officials' education.

4.5. Final Examinations.

- 4.5.1. All Paso Fino licensed officials' applications must culminate in a final examination.
- 4.5.2. Final examinations must be approved by USEF prior to administration.

- PFHA will be responsible for the substantive development of final examinations, including the creation of test questions, evaluation forms, guidelines for examiners, and any other materials connected with final examinations.
- USEF will be responsible for approving the format of final examinations, including whether examinations are written, oral, or practical. USEF will be responsible for approving any grading rubrics or methodology used during final examinations. USEF will be responsible for approving all eligible examiners.
- New versions of final examinations will not require USEF approval, if the final examination has previously received approval from USEF and there are no material changes made to the final examination.

Definitions.

- 5.1. Applicant: An applicant is a person applying for a license. A person does not become an applicant until he submits the necessary application to apply for a license.
- 5.2. Apprenticing: Apprenticing refers to when an applicant sits with a licensed official judge for an interactive learning experience. Judge Applicants score rides and discuss their scores with the licensed official after the ride is complete. The licensed official provides the applicant with feedback on the applicant's strengths and weaknesses that should be addressed prior to licensing. After apprenticing, the licensed official completes an evaluation on the applicant.
- 5.3. Clinic: A clinic is a form of continuing education for Paso Fino licensed officials or applicants.
- 5.4. Clinician: A clinician is a pre-approved instructor at a Paso Fino training program or maintenance clinic. Clinicians are primarily responsible for delivering the educational material.
- 5.5. Eligibility Requirements: Eligibility requirements are requirements that an applicant must meet/demonstrate prior to starting his application for a license or promotion. Any eligibility requirements placed on an application for a license or promotion are subject to the provisions of the P&P.
- 5.6. Examiner: An examiner is a pre-approved licensed official empowered to conduct a final examination during a training program. Examiners are primarily responsible for assessing and evaluating applicants during a final examination.
- 5.7. Final Examination: A final examination is the culminating step an applicant takes in obtaining a USEF license. A final examination is administered at the conclusion of a training program.
- 5.8. Maintenance Clinic/Exam: A maintenance clinic/exam is a clinic/exam that a currently licensed official must complete in order to maintain his license.
- 5.9. USEF Licensed Officials Application (Checklist): An applicant completes this form once he meets all requirements for obtaining a USEF license. An applicant submits this form to USEF for processing and serves as the basis for licensing decisions.