

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED STATES EQUESTRIAN FEDERATION, INC. AND
THE AMERICAN DRIVING SOCIETY, INC.

This Memorandum of Understanding ("Agreement") is made and entered into by and between the United States Equestrian Federation, Inc., with a principal place of business at 4047 Iron Works Parkway, Lexington, KY 40511 ("USEF") and The American Driving Society, Inc., with a principal place of business at 2016 Park Street, Suite 5, Cross Plains, WI 53528 ("Recognized Affiliate" or "ADS").

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. And USEF's Vision is to bring the joy of horse sports to as many people as possible; and

WHEREAS, ADS recognizes that the USEF is the sole authority and governing body for equestrian sport in the United States as evidenced by the United States Olympic Committee's ("USOC") designation of USEF as the National Governing Body ("NGB") for the sport of equestrian in the United States; and

WHEREAS, USEF is responsible, pursuant to the Ted Stevens Olympic and Amateur Sports Act ("Sports Act") and the USOC's Bylaws for the governance of equestrian sport within the United States; and

WHEREAS, USEF has been recognized by the FEI as the National Federation ("NF") for the sport of equestrian in the United States; and

WHEREAS, ADS recognizes that USEF is the sole representative of equestrian sport at the USOC and the Federation Equestre Internationale ("FEI"), the international federation governing the sport of equestrian; and

WHEREAS, under its Bylaws, as approved by the Board of Directors, USEF shall recognize no more than one Recognized Affiliate for each of its recognized breeds and disciplines; and

WHEREAS, USEF recognizes that one of the purposes for which the ADS was formed was to promote the best interest of the sport of driving equines to carriages, both competitively and for pleasure; and

WHEREAS, ADS, upon the effective date as defined in paragraph below, is recognized by USEF as the sole International Discipline/National Association representing the discipline of Driving. Recognized Affiliate is responsible for the development and growth of the Driving discipline; and

WHEREAS, ADS and USEF wish to work in partnership in an effort to grow the sport, promote policies concerning the welfare of the horse through safe sport and clean sport 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 the respective roles and responsibilities of each organization as it relates to ADS' membership and recognition as a Recognized Affiliate:

1. USEF OBLIGATIONS

- 1.1 Serve as the NGB for equestrian sport in the United States and member of the USOC. USEF, as NGB, shall comply with all applicable laws and USOC requirements, including, without limiting the generality of the foregoing, compliance with the Sports Act, as amended, and with the USOC Bylaws.
- 1.2 Serve as the NF for equestrian sport in the United States and member of the FEI. Work together with the FEI to protect competition horses from any form of abuse, extend the universality of equestrian sport, and promote its visibility to the public.
- 1.3 Protect and support the welfare of horses 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.
- 1.4 Promote and encourage physical fitness, promote sportsmanship, and public participation in equestrian events and activities in the United States, and educate members and the public with respect thereto; assist organizations and individuals concerned with the development of programs for athletes in equestrian events; and provide services for members' common benefit.
- 1.5 Assure the right of an equestrian athlete to compete in any international equestrian competition conducted under USEF auspices or that of any other equestrian sports organization or person, unless USEF establishes that its denial was based on evidence that the organization or person conducting the competition did not meet the requirements of the Sports Act and the USOC Bylaws; and protect the right of any athlete to participate in athletic competition in equestrian events; and provide an equal opportunity to participate in amateur athletic competition without discrimination on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status and with fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate.
- 1.6 Provide the strongest possible U.S. representation internationally in each of the FEI disciplines, including providing a selection process for each major event.
- 1.7 Disseminate and distribute, or otherwise make readily available to equestrian participants in a timely manner the applicable rules and any changes to such rules of USEF, the USOC, and the FEI.
- 1.8 Provide a body of rules with which to govern equestrian sport at the national level, along with an effective means of enforcing them, and a judicial process that is fair to competitors while providing for optimum integrity within the sport; and provide for the swift and equitable resolution of conflicts and disputes involving its members.
- 1.9 Encourage and support equestrian sports programs for individuals with a disability and the participation of individuals with a disability in equestrian activity, including, where feasible, the expansion of opportunities for meaningful participation by individuals with a disability in programs of athletic competition for able-bodied individuals.
- 1.10 Provide effective and timely communication to every level of athlete, official, and organizer within the sport.

- 1.11 Develop interest and participation in equestrian sport throughout the United States and work with Recognized Affiliates, breed and discipline organizations, and other organizations to encourage participation.
- 1.12 Serve as the coordinating body for equestrian activity in the United States; exercise jurisdiction over international equestrian activities, and sanction international equestrian competition held in the United States; promote the sponsorship of international equestrian competition held inside and outside the United States.
- 1.13 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 disciplines to increase the breadth and depth of the sport throughout the country.
- 1.14 Train and license officials.
- 1.15 License 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 sports.
- 1.16 Encourage and support research in the areas of sports medicine and sports safety for both the human and the equine athlete and disseminate information that is developed.
- 1.17 Establish national goals and encourage attainment of those goals.
- 1.18 Aid the USOC in its mission to help U.S. athletes achieve sustained competitive excellence while inspiring all Americans and preserving the Olympic ideal.
- 1.19 Select and recommend to the USOC and FEI individuals and teams to represent the United States in the equestrian disciplines in international competitions.
- 1.20 Select and designate individuals and teams to represent the United States in equestrian international athletic competition (other than the Olympic, Pan American and Paralympic Games) and certify, in accordance with the applicable international rules, the eligibility of such individuals and teams.
- 1.21 Foster the development of the athletic facilities for use by equestrian athletes training for equestrian competitions and assist in making such facilities available to such athletes.
- 1.22 Provide equitable support and encouragement for participation by women and minorities.
- 1.23 Promptly review every request for sanction to hold an international competition in the U.S. or to sponsor U.S. amateur athletes to compete in international competition outside the U.S.
- 1.24 Implement, manage, and communicate a Safe Sport policy prohibiting various forms of misconduct i.e. sexual misconduct, harassment, physical misconduct, emotional misconduct, hazing, and bullying.
- 1.25 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.

2. RECOGNIZED AFFILIATE OBLIGATIONS.

General

- 2.1 Comply with and be bound by all applicable USEF Bylaws and USEF Rules.
- 2.2 ADS agrees not to become affiliated with or recognize or support any other organization or association or group seeking recognition as the NGB, as long as it remains an Affiliate as herein provided.
- 2.3 Recognize and reciprocate all USEF Hearing Committee decisions regarding the suspension, or other disciplinary action taken against a USEF or Recognized Affiliate member, provided that USEF bylaws are adhered to, and that USEF recognizes and reciprocates such decisions made by ADS, provided ADS has provided the same due process protections afforded USEF members.
- 2.4 Reciprocate all penalties issued by the U.S. Center for Safe Sport regardless of sport designation of the individual found in violation.
- 2.5 Recommend members to the appropriate USEF Committees and Councils, when applicable, with the understanding that USEF shall restore within a reasonable time after the execution of this Agreement the composition of the Driving Sport Committee as such composition existed prior to January 19, 2017. USEF shall populate the Carriage/Pleasure Committee consistent with the governing Charter for such committee.
- 2.6 Adhere to USEF's Non-Discrimination Policy, which states:

The Federation does not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. We are committed to providing an inclusive and welcoming environment for all members and volunteers.
- 2.7 Maintain good standing with USEF.
- 2.8 Pay required Affiliate dues, which are currently \$200.00 but may change from time to time with reasonable notice to ADS, and not to be materially different than dues charged other Affiliates.

Drugs and Medications/Safety and Welfare

- 2.9 Work in partnership with USEF to promote the USEF Drugs and Medication and Safe Sport Programs through Affiliate websites no later than September 1, 2017, and other mutually agreed upon and reasonable media avenues.
- 2.10 ADS acknowledges the importance of adopting and developing programs and codes of conduct to address equine and human welfare. To that end, ADS agrees that at USEF licensed competitions where there are ADS competitions held in conjunction with those USEF licensed competitions, all horses shall be subject to drug testing in accordance with USEF rules. Horses entered in the ADS competition only, are not subject to a drug fee. If ADS elects to drug test at ADS-only competitions, it must do so subject to mutually agreeable terms with USEF.

Communications

- 2.11 The Parties agree that improved communication between ADS and USEF is paramount for the relationship between the two to work going forward and that opening committee meetings of both USEF and ADS is one way in which communications would be improved.
- 2.12 Work in partnership with USEF to develop and implement a comprehensive and collaborative communication plan by January 1, 2018.

Sport Growth and Equine/Human Athlete Development

- 2.13 Work in partnership with USEF to promote, support, and administer the equine and human athlete pathways as agreed upon by the USEF and Affiliate, which must be memorialized in writing.
- 2.14 Work in partnership with USEF to promote, support, and administer, among other things, growth in competitions, participation, Emerging and Developing Driver programs, and education.
- 2.15 The ADS will work to develop programs and opportunities that underpin the USEF Combined Driving pathway. In addition, ADS will promote and support the Combined Driving Program Structure and strategic plan. ADS will contribute to the development of this Plan through their representation on the Driving Sport Committee.

Licensing of Officials

- 2.16 A USEF official's license cannot be made contingent on obtaining a license or training (education) from the ADS, except when USEF licenses education to ADS.
- 2.17 At ADS-only shows and divisions, officials may be ADS licensed or USEF licensed or both. At USEF-only and at USEF/ADS Joint competitions, only USEF licensed officials will be used for USEF divisions, with allowances for the President of the Jury and Technical Delegate including FEI Level 2,3, or 4 driving judges, Foreign Judges with a guest card or ADS Registered Judges with a guest card, other members of the ground jury being selected as specified for President of the Jury plus the list of ADS Recorded Combined Driving Judges. [as is currently defined in DC970 & DC971]

Educating Officials

- 2.18 In collaboration with USEF, ADS shall develop curricula for all levels of officiating for all classes within the Driving Sport, administer, the education program, schedule clinic, choose clinicians, and create uniform criteria and requirements for all officials seeking licenses from ADS or USEF.

Rules

- 2.19 Rules applicable to a particular competition shall be those of the sanctioning entity. USEF and ADS shall work together to ensure consistency between their respective rules.

Competitions

- 2.20 Work with USEF to increase the number of USEF and/or joint USEF/ADS licensed competitions including multiple levels of the sport at each competition.
- 2.21 Work with USEF to increase participation in the Driving sport.

2.22 USEF will license Advanced (FEI/CAN) Combined Driving Events and Driving National Championships.

2.23 The ADS will recognize (own) the ADS North American championships for preliminary and intermediate levels as well as any youth championships.

2.24 The ADS will continue to maintain a joint FEI/USEF-Licensed/ADS-Recognized Omnibus and work with USEF on possible expansion of the Omnibus.

2.25 For competitions offering Preliminary level and above, competition organizers may elect how they wish to have their event recognized or licensed, whether it is by ADS, USEF, or both.

3. DISCUSSION AND DEVELOPMENT OPPORTUNITIES

USEF and ADS will discuss the following areas of opportunity and if or when it is appropriate, memorialize it in writing:

- Pathway Competitions;
- Fan Memberships;
- Rule Change Process;
- Promotion and marketing;
- Sport growth; and
- Educational opportunities.

4. 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.

5. TERM.

The term of this Agreement shall become effective upon full execution by the Parties and the simultaneous reinstatement of ADS by the USEF Board of Directors without any further action taken by the USEF Board of Directors and shall continue for a period of nineteen months ending November 30, 2018.

If neither party initiates any process under USEF bylaws to terminate this Agreement before the initial expiration date of November 30, 2018, then the Agreement shall automatically be renewed for a period of three (3) years. The Parties shall meet at least once annually to review this Agreement and discuss its effectiveness and where appropriate, modify its terms as mutually agreed upon by the Parties.

6. TERMINATION.

It is agreed that ADS may not be terminated, removed, or decertified as the Affiliate without being afforded a hearing as provided in the USEF bylaws along with all due process requirements attendant thereto.

7. 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.

8. NO ASSIGNMENT.

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

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 shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall 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.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below.

UNITED STATES EQUESTRIAN FEDERATION

THE AMERICAN DRIVING SOCIETY, INC.



William J. Moroney
Chief Executive Officer

Mike Arnold
President

Date: May 4, 2017

Date: May 10, 2017