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**MEMORANDUM OF UNDERSTANDING**

To: Tournament/Venue Directors

From: NWBA National Office & NWBT Working Committee

Date: May 5, 2021

Re: Hosting Intercollegiate Division National Wheelchair Basketball Tournament(s) (2023 and/or 2024)

The National Wheelchair Basketball Association (NWBA) is pleased to license the rights to host and serve as the Local Organizing Committee for a Junior Division National Wheelchair Basketball Tournament/s as part of the 2023 and/or 2024 Toyota National Championship Series, per the agreement contained within this Memorandum of Understanding. **(X)** is the Local Organizing Committee (LOC) and host organization for the terms of this agreement.

The goal for all events within the Toyota National Championship Series is to create lasting memories via a great athlete and member experience. Our intent is to also help the selected LOC in further promoting wheelchair basketball in their community. This will evoke pride in local athletes and ideally help attract more athletes, fans and partners. Our goal, and obligation, is to do this in the most financially responsible way possible. We believe with the below formula, and hard work by all, we can do this (minimally) at a breakeven level for the LOC and NWBA. Any profit created is expected to go to the LOC for more local adaptive sports programming.

1. **Tournament Dates**
   1. Between the dates of March 5 – April 6, 2023
   2. Same dates for 2024
2. **Tournament(s) and Competition Format**
   1. Toyota National Intercollegiate Division **(X)** Wheelchair Basketball Tournament
      1. Two levels of play: Men’s and Women’s
      2. 3 days of competition
   2. Single elimination tournament with games to final placements overall.
   3. No back-to-back games in competition schedule
   4. Division Leadership, on behalf of the NWBA, to determine competition schedule (bracket), and review with LOC no later than seven days prior to competition start date.
   5. The selection of teams for participation shall be determined by the Intercollegiate Division Executive Committee and Ranking Committee
      1. Proposed tournament flow based on venue availability and other determining factors.
3. **Tournament Logo**
4. The NWBA is responsible for logo design, which shall include title and presenting level sponsor(s) and NWBA mark.
   1. NWBA will share final draft with LOC and make best effort to reflect host organization in logo design.
   2. Target completion of logo is December 31st, 2021.
5. **Sponsorships**
   1. The NWBA maintains all title and presenting level sponsorship opportunities associated with the National Wheelchair Basketball Tournaments. Any revenues generated through these sale(s) are solely the NWBA’s
   2. The LOC may sell sponsorships, including ‘hosted by’ sponsorship with revenues going to support the event(s) / to the host LOC during the term of the agreement; however, no conflicting sponsors may be solicited
      1. NWBA Protected Sponsorship Categories
         1. Vehicle, Automotive – Toyota
         2. Medical Supply Company – ABC Medical
         3. Athletic Apparel, Footwear, etc. – Nike
         4. Basketball – Molten
         5. Others TBD
   3. The NWBA is granted the right to fulfill its existing sponsorship agreements in and around the competition venues, which may include, but is not limited to:
      1. Booth Space/Vendor Tables
         1. Sponsor space and tables determined by NWBA and term agreements
         2. Preferred minimum of 20 slots of 10’ x 10’ space
      2. Vinyl signage
         1. 3’ x 10’ is the preferred sizing
         2. Number of signs per sponsor is dependent on term agreements
      3. Courtside signage
      4. Floor decals
      5. Product displays in and around the venues
      6. Basketball hoop decals
      7. In-game promotions
      8. PA Announcements
      9. Special events and activities
   4. The NWBA and LOC agree to communicate sponsorship categories being solicited to confirm no potential sponsorship conflicts exist for both parties.
      1. LOC agrees to work with the NWBA to ensure consistency in look and feel of activation around the event (e.g. signage quantities of local sponsors, sizing, placement, etc.)
      2. LOC must confirm details of terms agreement with sponsors with the NWBA
   5. The LOC will coordinate sponsorship deliverables with the NWBA
6. **Entry Fees and Registration**
   1. The NWBA and LOC shall determine the entry fees annually for the year(s) in which the event is held per the MOU.
      1. 2023 and/or 2024 - $0 per team.
      2. All entry fee revenue is collected by NWBA and distributed to the LOC, which will drive a common process for teams across all events in the 2023 and/or 2024 Toyota National Championship Series.
      3. The NWBA will administer registration and deadlines for entry per the NWBA Policies and Procedures and NWBA Junior Division Guidelines.
   2. The NWBA will co-develop competition waiver(s) for all participants, which includes, but is not limited to:
      1. Athletes, coaches, team representatives, officials, athletic trainers, physicians, NWBA volunteers, LOC volunteers, NWBA Board of Directors, NWBA staff, and LOC staff.
      2. All active members of the NWBA for the current season will not need to resubmit this information.
   3. The NWBA will share Team Representative contact information for all teams registered in respective tournaments.
   4. The LOC agrees to provide all volunteer contact information to the NWBA. LOC will need to obtain permission from volunteers prior to providing information.
   5. LOC to provide registration check-in area for teams at host hotel and/or competition venues.
   6. LOC to provide event t-shirts to all volunteers and event staff.
      1. The NWBA will create a common design across the 2023 and/or 2024 Toyota National Championship Series
      2. Common approach drives less administrative steps for all parties
   7. LOC to provide t-shirts to all registered participants (with already agreed tournament logo)
7. **Competition Venues**
8. To be proposed by LOC and agreed upon by the NWBA; must meet specifics outlined within this document.
9. The venues will be contracted for three competition days (Thurs – Sat), and available one day prior (by 4:00PM) for tournament staff and sponsors to setup
   1. LOC should make best effort to accommodate court space and time for practices prior to the start of competition
10. The field of play will consist of: **(LOC TO DESCRIBE in sub-bullets)**
11. The LOC is responsible to confirm basketball court playing space meets regulations required for competition:
    1. NWBA uses NCAA court dimension requirements: [click here for diagram](https://www.ncaa.org/sites/default/files/2017MBBWBB_NCAA_Basketball_Court_Diagram_20170622.pdf).
    2. Note the following for Intercollegiate Division:
       1. Hoop Height – 10 feet
       2. Three Point Line – 20 feet 9 inches
12. The LOC is responsible for securing the venue(s) for tournament play and is responsible for all fees and expenses related to the venue(s) contract for the national tournament and related functions.
13. The LOC shall ensure adequate tables and chairs are provided at each court for team benches, scorers, officials, NWBA observers, and web streaming.
    1. 2-4 tables (based on table size) at center court with 5-10 chairs
       1. Table officials – scoreboard operator, scorebook, shot clock and spotters
    2. Feature courts additional 3-5 chairs
       1. Web stream – camera operator and commentators
       2. PA announcer
    3. 4-5 chairs per bench (on same side of court as scorer’s table)
14. The LOC shall provide at least two high speed Wi-Fi connections for NWBA usage (tournament staff and livestreaming) throughout the duration of the event.
15. The LOC shall provide water coolers in and around the field of play for teams and is responsible for maintaining throughout the competition.
16. The LOC shall ensure certified medical personnel (e.g. Certified Athletic Trainers, EMTs, etc.) are required to be onsite at any venue where competition occurs, and during all hours of play.
    1. This should be in addition to having basic first aid supplies on hand.
17. The venues shall be ADA compliant
18. The venues shall have ample space for secure wheelchair storage
19. The LOC shall establish an area in competition venues for Operations Center
20. The LOC to identify an area for an official’s locker room and ‘lounge’
    1. LOC to provide food to lounge for officials and NWBA tournament staff
       1. Request to venue to allow outside food for this area of the event
21. The LOC to provide a “green room” for LOC lead staff, NWBA staff, NWBA leadership, and VIP guests.
    1. LOC to provide food for “green room.”
22. The LOC to make best effort to provide at least one room in venues for NWBA as a work center and meeting area
23. The LOC to ensure venues has ample spectator seating for all courts
    1. This should include ample space around the courts for wheelchair users
24. The NWBA shall provide additionally insured certificates to the LOC and the competition venues.
25. **Competition Equipment**
26. The NWBA shall provide competition basketballs
27. LOC to provide any and all tournament supplies for court tables:
    1. Table Official Instructions
    2. Game Summary Sheets
    3. Game Folders
    4. Scoresheets
    5. Stopwatch
    6. Pens and Pencils
    7. Airhorns
    8. Brackets (two foam boards per division)
       1. 3” X 4” is the preferred sizing
28. LOC to ensure each court has a scoreboard and shot clock
29. LOC to conduct meeting with NWBA officials with all scorekeepers prior to competition.
30. Two sound systems are required in venue
    1. Venue-wide sound system to make broad announcements to the entire venue
       1. Wireless microphone required
    2. Centralized sound system is required around the feature court/s
       1. Used for PA announcer, Opening Ceremonies and Awards Presentations
       2. Wireless microphone required
       3. AUX compatibility to link computer or phone for music. Required direct line; Bluetooth option would be in addition to direct line.
31. **Hotel(s)**
32. The LOC shall contract the headquarter hotel and hold room(s) for NWBA personnel
    1. Hotel room rate should not exceed $130 per room night; NWBA suggestion based upon historical rates and membership feedback.
       1. Targeted maximum room rate per night will oblivious be dependent on market
33. The LOC shall provide adequate hotel(s) for participants to stay for the competition
34. The LOC shall provide the NWBA a list of hotels with its addresses, phone, and rate for inclusion in the tournament fact sheet and registration information
35. The LOC is responsible to provide and pay for hotel rooms for:
    1. All officials (maximum occupancy of 2 per room)
       1. Please see “Officials 5.” For more details.
36. The LOC, while balancing member costs, should contract hotels with a per night hotel room rebate, and said rebate revenue is retained by the LOC. LOC should also negotiate a compensated room ratio, and leverage free rooms to avoid additional cost for officials.
37. **Fact Sheet**
38. The NWBA produces a tournament Fact Sheet that contains event information, dates, hotels, schedule, activities, special events, etc.
39. The LOC has the option to include additional information as necessary and approved by the NWBA
40. The Fact Sheet is typically first published in early January. This is an evergreen document that is updated as information becomes available
41. **Awards**
42. The NWBA will design all awards
43. The LOC to source (using NWBA preferred vendor) the following awards:
    1. Per Tournament
       1. Championship Team Trophy
       2. Second and third place team trophies
       3. Individual medallions for first, second and third place team members
          * 20 per team/60 medallions total
       4. Most Valuable Player
          * Male
          * Female
44. The NWBA shall provide the National Championship t-shirts for the respective winning teams.
45. The NWBA Intercollegiate Executive Committee will be responsible for cost associated with the following annual division awards and academic awards:
    * 1. Women

* Women’s Academic All-American Team
* Women’s 1st Team All-American Team
* Women’s 2nd Team All-American Team
* Women’s All Rookie Team
* Frank M. Brasile Sportsmanship Award
* Player of the Year
  + 1. Men
* Men’s Academic All-American Team
* Men’s 1st Team All-American Team
* Men’s 2nd Team All-American Team
* Men’s All Rookie Team
* Frank M. Brasile Sportsmanship Award
* Player of the Year

1. **Intercollegiate Division Banquet**
2. The LOC shall identify the location of the one respective banquet, typically conducted at the conclusion of the second day of competition.
   1. Banquet
      1. A presentation screen(s) must be available for the presentation of Intercollegiate Division awards by the NWBA Junior Division.
      2. A sound system is required for NWBA Intercollegiate Division Award presentations.
      3. The LOC may charge a fee to attend either banquet.
      4. Both banquets must offer a vegetarian and gluten free options.
      5. A photographer shall be provided by the LOC for images, which provides full rights to the LOC and NWBA.
      6. The NWBA will retain the presenting level sponsorship to the banquet.
3. **Ticket Sales and Credentials**
4. To support a breakeven event, the LOC is strongly encouraged to charge for entry
   1. LOC shall maintain similar ticket prices of prior NWBA National Tournaments
   2. 2021 Ticket Pricing Used
5. Pre-Sale Tickets
   * All Session Tickets
     + Adults- $26.00
     + Children (11-18 years old)- $10.00
   * Single Session Tickets
     + ​​​​​​​Adults- $15.00
     + Children (11-18 years old)- $7.00
6. On-Site Tickets
   * ​​​​​​​All Session Tickets
     + ​​​​​​​Adults- $32.00
     + Children (11-18 years old)- $12.00
   * ​​​​​​​​​​​​​​Single Session Tickets
     + ​​​​​​​Adults- $19.00
     + Children (11-18 years old)- $10.00
7. The LOC retains any and all ticket sales revenues for the event
8. The ticket must include the proper name of the tournament, including sponsor name(s) and logo; 60 days prior to event information will be provided to LOC
9. The LOC provides the NWBA with the necessary complimentary ticket(s) and/or credentials to fulfill sponsor requirements and personnel
10. The LOC is responsible to produce all credentials for teams, officials, NWBA staff, sponsors, etc.
11. The credential shall include the NWBA/event logo and a location for team name and/or individual name/affiliation
12. The NWBA may assist in providing value in kind support or required deliverable to a NWBA sponsor of sourcing the lanyards or credentials for the event.
13. **Concessions**
14. The LOC shall provide concessions for attendees and agrees to provide “healthy options” for attendees.
15. The LOC may negotiate with concessionaire for a revenue split.
16. The LOC shall retain any and all revenues generated from concession sales.
17. **Event Parking**
18. NWBA discourages charging event parking, in order to mitigate member experience
19. If the venues charges for parking, the LOC shall provide parking passes for NWBA personnel:
    1. NWBA representatives
    2. NWBA officials
    3. NWBA sponsors
    4. NWBA VIPs
20. The LOC shall retain any and all revenues generated from parking fees, if agreed upon with venues.
21. **Event Merchandise**
22. The NWBA shall retain merchandise rights and operate the merchandise ‘store’
23. All logo usages shall be approved by the NWBA
24. NWBA will utilize Nike as the exclusive apparel and soft goods provider
25. NWBA retains any and all revenues generated from merchandise sales.
26. **Special Events**
27. The Intercollegiate Division National Wheelchair Basketball Tournaments may feature various special events
28. The NWBA is responsible for organizing and implementing during the tournament and will be promoted accordingly. All agreed upon special events to be finalized within 30 days of the event, and incorporated into the final tournament flow
29. The special events may include, but not limited to:
    1. Skills competition, 3-point shoot-out, etc.
    2. Sponsor promotions
30. The LOC shall provide volunteers as requested by the NWBA to assist in the overall support of any and all special events. 30-day notice prior to event, volunteer number needed
31. **Volunteers and Security**
32. The LOC is responsible for the recruitment of volunteers to assist in overall operation and administration of the event
33. The NWBA and LOC mutually agree to work in identifying specific roles for volunteers.
34. Volunteer roles required (role descriptions to be provided):
    1. Registration and Team Check-in
    2. Tournament Information
    3. Court Management (balls, tournament supplies, court cleaning, etc.)
    4. Scorekeepers
    5. Timers/Shot Clock
    6. Ticketing and Admission
    7. Credentialing
    8. Score runners
    9. Tournament Assistance
    10. Web Stream
    11. Sponsor promotions
    12. Marketing
    13. Media Services
    14. Banquet Services
35. With the impact of the event and long hours, it is recommended to have waves of volunteers (e.g. multiple shifts for each day, particularly Friday and Saturday)
36. The LOC and NWBA shall conduct a volunteer training seminar prior to the event
    1. Specifically, for Volunteer Table Officials in roles of scoreboard operator, scorebook, shot clock and spotters.
37. The LOC agrees to provide security to the venues overnight (or security procedures) and roving security during the event to ensure a safe environment for all participants.
38. **Photography**
39. The LOC shall contract a photographer for the event
40. The photographer agrees to provide all images to the NWBA for promotional purposes at no additional cost
41. Photographs may be used in web, print, social network purposes
42. Photographer is credited: Courtesy of NWBA/PHOTOGRAPHER NAME
43. Agrees to provide the digital assets to the NWBA no later than 14 days post the event
44. **Media Rights**
45. The NWBA maintains any and all broadcast rights of the event and distributes on its own terms and conditions.
46. Livestreams to be originated from NWBA Channels, and LOC can share.
47. NWBA will have final approval of any advertisements played during livestream.
48. The NWBA reserves the right to approve/disapprove media credential access.
49. **Officials**
50. The NWBA and LOC shall recruit officials for the tournament.
51. The NWBA Director of Officials and NWBA shall approve all officials.
52. The LOC is responsible for pay all officials’ game fees, which is established by the NWBA and shall not exceed $60 per game per official.
53. The LOC shall reimburse (with proper receipts) a reasonable travel expenses to the assigned officials to and from the tournament.
    1. Best and reasonable efforts made to secure quality officials who can drive to event to avoid exorbitant air travel.
    2. Model to be determined by NWBA and NWBA Director of Officials to drive commonality across national tournaments.
54. The LOC shall provide hotel rooms for all officials, at double occupancy as best possible.
    1. If an official request a single room, it is their responsibility to pay for all hotel expenses
    2. If an official wants to arrive early or stay later, the hotel room expense is the responsibility of the official
55. Officials are required to check-in the day prior to the first day of competition
56. **Operational Meetings**
57. The NWBA and LOC shall conduct preparational meetings as mutually agreed upon leading into the hosting of the event. Cadence will be determined, based on proximity to event
58. The NWBA and LOC agree to conduct a maximum of two daily meetings during the event to ensure logistics and administrative requirements are completed accordingly
    1. Meetings are typically 60 minutes prior to the first games and at the end of each day
59. **Force Majeure Event**
60. Neither party will be liable for failure or delay in or breach of the performance of its obligations under this agreement which have or become illegal, impossible, inadvisable, or commercially impractical because of circumstances beyond the control of the applicable party (a “Force Majeure Event”). Such circumstances include, without limitation, acts of God, war, disasters, fire, tornado, hurricane, blizzard, earthquake, or other such weather-related events, acts of terrorism or threats of terrorism, civil disorder, strikes, labor disputes, or local emergencies, epidemics, pandemics or outbreak of disease, quarantines, stay-in-place orders, curtailment of travel or transportation facilities or any other similar cause, including emergency or non-emergency conditions beyond the control of a party. This agreement may be terminated without penalty (including any cancellation fee or penalty) and with performance fully excused for any one or more Force Majeure Event, by written notice by a party of its failure or delay or breach in performance, even if anticipatory, due to a Force Majeure Event that is given to the other party at the earliest reasonably possible date once it is apparent to that party that a Force Majeure Event exists, or will exist in the immediate future or during the time of performance of the obligations under this Agreement. The parties hereby agree, if and when reasonably feasible, not to cancel but to reschedule the pertinent obligations and deliverables for mutually agreed date(s) after a Force Majeure Event ceases to exist; provided, however, that in the event of a rescheduling based on a Force Majeure Event, all attrition and cancellation penalties under this Agreement shall be waived. In either circumstance of cancellation or postponement, the parties agree to discuss in good faith options regarding payment, including but not limited to refund or future use of any monies paid in advance or pursuant to the terms of this Agreement, or an alternate payment schedule of monies owed under the Agreement.

**Revisions to Memorandum of Understanding**

All revisions to this MOU/document must be mutually agreed upon by both parties, LOC and NWBA. The revisions should be made to this document; with approval being provided by both parties. Acceptable approval method is initials to revisions to most current version of this document.

*Thank you in advance for your willingness to host an event/s that is part of the 2023 and/or 2024 Toyota National Championship Series. The NWBA looks forward to assisting with fulfillment of all deliverables outlined in this document to ensure a successful and enjoyable experience for those participating and attending your event/s.*

***\*\*\*Signatures required on final draft\*\*\****

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Representative 1 Date Board Member 1 Date

LOC NWBA Board of Directors

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Representative 2 Date Brandon McBeain Date

LOC NWBA Staff