

## **2009 American Cycling Association Reciprocity Agreement**

The purpose of this Reciprocity Agreement (“Agreement”) between USA Cycling, Inc. (USA Cycling) and the American Cycling Association (“ACA”) is to outline the terms and conditions pursuant to which USA Cycling shall honor the license categorization process for riders who race primarily in ACA permitted events and subsequently desire to race in one or more USA Cycling permitted events. The terms and conditions of this Agreement are as follows:

### **Whereas:**

1. USA Cycling is the National Organization, recognized by the United States Olympic Committee (“USOC”) and the Union Cycliste Internationale (“UCI”), responsible for the management of cycling competition in the United States;
2. USA Cycling maintains, coordinates and permits a nationwide event-ladder consisting of over 2,400 events in local, regional and national race calendars;
3. Competitors must have a valid USA Cycling competition license in order to participate in USA Cycling permitted events;
4. The USA Cycling competition system is based on ability categories, and riders must participate in USA Cycling events to advance among the various ability categories;
5. USA Cycling supports a network of affiliated Local Associations that manage cycling competition on the local level, including the development and maintenance of local USA Cycling events and race calendars as well as BAR/BAT point systems.
6. The ACA is an organization that maintains, coordinates, permits and insures events that are part of an autonomous local event calendar in Colorado and surrounding states that is distinct from the USA Cycling event calendar;
7. The ACA sells its own license that is required for riders to participate in ACA events, but does not qualify riders to participate in USA Cycling events;
8. The ACA competition system is based on ability categories that are consistent with USA Cycling ability categories, and ACA riders must participate in ACA events to advance among the various ACA ability categories;

**Therefore:**

To ensure that riders who live in Colorado have access to USA Cycling and ACA events, USA Cycling will work with ACA to provide the widest range of opportunities for all riders in the manner described below:

1. Recognition of Rider Categories – In general, USA Cycling will recognize an ACA rider’s category if that rider is currently licensed with the ACA according to the following provisions:

Category 1:

A rider holding a current license or a license that has expired within the last six months from the ACA as a Category 1 who wants to purchase his or her USA Cycling Road & Track license at a Category 1 level will need to apply for a Category 1 license directly to USA Cycling. This can be done by contacting the USA Cycling Technical Director, Shawn Farrell (sfarrell@usacycling.org), or by requesting an upgrade using an online account. This process is identical to that used by USA Cycling members to apply for a Category 1 license.

Categories 2 through 4:

A rider holding a current license or a license that has expired within the last six months from the ACA may apply for the same categorization from Category 4 up to and including Category 2 when applying for a USA Cycling Road & Track annual license. Riders can apply on-site at USA Cycling events, by mail or on-line. A copy of the rider’s ACA license must be shown on site at an event, faxed or mailed to USA Cycling.

2. One-Day Licenses – A rider holding a current ACA license may purchase a One-Day USA Cycling license and race at any non-UCI or non-national championship USA Cycling event in the same category as evident on their ACA license in Categories 3 and 4. For a rider to be eligible, they must present a current ACA license to validate their category at the USA Cycling event.
3. National Championship Eligibility – All riders will be required to have a current USA Cycling annual Road & Track license and must meet all other eligibility requirements as outlined in the USA Cycling rulebook in order to compete at all USA Cycling Road & Track National Championship events.
4. Disciplinary Procedures – As a condition of this Agreement, ACA agrees to honor all disciplinary suspensions issued by USA Cycling or any other UCI affiliated National Federation, the USOC, UCI, U.S. Anti-Doping Agency or the World Anti-Doping Agency.
5. Acknowledgement of Sponsored Teams and Clubs – As a condition of this Agreement, both USA Cycling and ACA agree to allow riders who are members of sponsored teams/clubs in good standing with either organization to compete in their current team kits. USA Cycling and ACA will share team lists to facilitate this process.
6. Coordination of Local Event Calendars – As a condition of this Agreement, USA Cycling and ACA agree that it is in the best interest of the sport of cycling in Colorado to coordinate local USA Cycling and ACA race calendars in such a manner as to minimize conflict of local event dates. Toward this end, ACA agrees to support a “coordinated” race calendar process in which representatives of the USA Cycling Local Association for Colorado will work with ACA representatives to create a unified calendar of local events for Colorado.

To facilitate this process, ACA agrees to invite Colorado Local Association representatives to the 2010 ACA calendar meetings in 2009, and to work with them to create a unified state calendar of cycling competitions with minimal or no overlap of ACA and USA Cycling permitted events. Further, going forward, both groups pledge to work together to facilitate communication between Colorado promoters with the intent to minimize date conflicts between USA Cycling and ACA event calendars.

7. Discontinuation of Dual Sanctioning of Events - In an effort to limit the exposure of risk to our members; USA Cycling will discontinue the practice of allowing dual sanctioning of events effective December 31<sup>st</sup>, 2008 for the following reasons;
  - A. The lack of insurance coverage that takes place between events creating liability risk.
  - B. Organizations outside of USA Cycling using the verbiage “World Championship” in titling of events.
  - C. Organizations outside of USA Cycling not honoring license suspensions imposed by USA Cycling.
  - D. The lack of drug testing at events sanctioned by other organizations outside of USA Cycling.

Dual Sanctioning Defined: The act of sanctioning a cycling event(s) with USA Cycling in conjunction with the sanctioning of other event(s) with a different sanctioning organization at the same venue and within or around the same time frame and providing insurance through an alternative insurance carrier.

However, USA Cycling will work diligently with its insurance broker and ACA in an effort to establish a plan for insurance coverage so that the UCI Boulder Cup race can be run under a dual sanction.

8. Term of the Agreement – Once executed by both parties, this agreement will remain in effect until December 31, 2009.
9. Termination of Agreement – Either party may terminate this Agreement by notifying the other party in writing via letter, fax or email. Upon sending written notice, this Agreement will be deemed terminated immediately.

It is the hope and expectation of USA Cycling that through this Agreement we will continue to make a positive difference in the racing experiences of all riders in the state of Colorado.