

NCA MEMBERSHIP AGREEMENT

Version 1.0

In regard to the RG65 International Class Association and the representation of Owners in Brazil, the Member National Class Association understands and agrees as follows.

1. ABBREVIATIONS

ICA	RG65 International Class Association
RG65	RG65 Boat
NCA	National Class Association
NCS	National Class Secretary

2. DEFINITIONS

Where the following words and phrases are used in their defined sense in this Constitution, they appear in an italic typeface.

Boat A boat that may comply with the relevant RG65 *Class Rules*.

Class Ethos The Ethos of the class as set out in the *Constitution*

Constitution Means the RG65 ICA Constitution.

Electronic communication A means of exchanging information including but not limited to the World Wide Web, the Internet, e-mail, fax, telephone, Message Boards, Internet groups, Internet forums, Video Conference.

Executive Committee The Officers of the RG65 ICA

Member NCA A NCA which has been granted membership of the *World Council*.

NCA Membership Agreement An Agreement drawn up between a NCA and the RG65 ICA *Executive Committee* which defines the duties of the NCA with regard to its representation of the *Owners* in its

country

<i>Officer</i>	A member of the <i>Executive Committee</i> . The definition excludes any member of an RG65 ICA Sub-committee being defined as an Officer.
<i>Owner</i>	A person who owns at least one <i>Registered Boat</i> .
<i>Registered Boat</i>	A <i>Boat</i> issued with a sail/hull number.
<i>Registered Owner</i>	An <i>Owner</i> who is listed as being current and in good standing with their RG65 NCA if one exists or RG65 NCS.
<i>Regulation</i>	Means the RG65 ICA <i>Regulations</i> .
RG	Where this refers to an actual RG65 class boat, an RG65 that is maintained in accordance with the <i>RG65 Class Rules</i> .
<i>RG65 Class Rules</i>	Rules of the RG65 class of Boat
shall/may	In this constitution the word “shall” specifies a mandatory action or procedure while the word “may” is permissive.
<i>World Council</i>	The governing body of the RG65 ICA.
<i>World Council Member</i>	An <i>Officer</i> , a Representative of a Member NCA, or a Member NCS.

3. OBJECTIVES

- 3.1. The objectives of the NCA shall include:
 - 3.1.1. To promote and develop RG65 class racing in Brazil.
 - 3.1.2. To provide RG65 class management in Brazil.
 - 3.1.3. To ensure that the *Class Ethos* is maintained in Brazil.
- 3.2. In furtherance of these objects the NCA shall:
 - 3.2.1. Assist event organisers to hold RG65 events in Brazil.

3.2.2. Assist in the distribution and review of the RG65 *Class Rules* in Brazil, in association with the RG65 ICA.

4. WORLD COUNCIL MEMBERSHIP

4.1. The NCA is hereby granted membership of the *World Council* as a *Member NCA* having understood and agreed that:

4.1.1. They are recognised as the RG65 NCA in Brazil;

4.1.2. There are not less than (5) five *Registered Owners* who are listed with the NCA in Brazil;

4.1.3. There is no other RG65 NCA or NCS in its country already accredited to the *World Council*;

4.1.4. Their accreditation as a *Member NCA* may be withdrawn in accordance with the provisions of the *Regulations*;

4.1.5. They shall use their best endeavours to ensure that its *Registered Owners* also comply with all RG65 *World Council* resolutions and RG65 ICA *Regulations*.

5. REPRESENTING Brazil ON THE WORLD COUNCIL

5.1. The NCA understands and agrees that they hereby declare themselves able to participate in the work of the *World Council* conducted in accordance with the provisions of the RG65 ICA Constitution and the RG65 ICA *Regulations*.

5.2. The number of votes that the NCA is entitled to vote in any ballot in meetings of the *World Council* shall be in accordance with the provisions of the RG65 ICA *Regulations* current at the time of the ballot.

5.3. The NCA shall cast their voting entitlement at any meeting of the *World Council* strictly according to the vote of their *Registered Owners*.

5.4. The NCA shall be the only official channel of communication with the *World Council* and whose address will be their official address of the NCA until the RG65 ICA *Executive Committee* is advised, in writing, by the NCA of any change of Representative and/or address.

6. DUTIES AND RESPONSIBILITIES

6.1. Copyrights and trademarks

6.1.1. The NCA shall use the approved RG65 class insignia in RG65 class publications, advertising, or promotions in Brazil.

6.1.2. The NCA shall report any unauthorised use of the RG65 class insignia to the RG65 ICA Chairman.

6.2. Annual report

- 6.2.1. The NCA shall prepare and send the RG65 ICA Secretary an annual report on the activities of the RG65 class in Brazil, dealing at least with success in maintaining the objects of this *NCA Membership Agreement* and the number of current *Registered Owners* in good standing.
- 6.2.2. The annual report shall be sent to the *Executive Committee* not less than 4 weeks before the first annual meeting of the *World Council* in each calendar year.
- 6.3. The NCA shall be the representative of the RG65 ICA Technical Committee in Brazil.
- 6.4. Variations and additions to the NCA duties and responsibilities may be promulgated in the RG65 ICA *Regulations* from time to time.

7. REMOVAL FROM MEMBERSHIP

- 7.1. The NCA may be removed from membership of the *World Council* in accordance with the terms set out in the *Constitution*.

8. AMENDMENTS

- 8.1. This *NCA Membership Agreement* shall only be amended by joint agreement between the RG65 ICA Executive Committee and the NCA.

9. LIMITATIONS

- 9.1. In the execution of their powers and duties under this NCA Membership Agreement, the RG65 ICA *Constitution*, and the provisions of the RG65 ICA *Regulations*, no *Officer* or other Sub-committee member of the RG65 ICA *Executive Committee* shall be liable for any loss to the NCA by reason of any mistake or omission made in good faith by the *Officer* or other Sub-committee member or any other *Officer* or sub-committee member of the *Executive Committee* or for any other matter other than wilful and individual wrongdoing omission or fraud on the part of the person who is sought to be made liable.

10. DISSOLVING THE NCA Membership Agreement

- 10.1. If the total number of *Registered Owners* falls below 5, the membership of the NCA on the *World Council* may be withdrawn on a majority vote of the *World Council* acting alone.

11. PROPER LAW AND JURISDICTION

- 11.1. The proper law of the *NCA Membership Agreement* shall be English law and this *NCA Membership Agreement* shall be construed, take effect and be enforced accordingly.
- 11.2. If a provision of this document is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
 - 11.2.1. the validity or enforceability in that jurisdiction of any other provision of this document; or
 - 11.2.2. the validity or enforceability in other jurisdictions of that or any other provision of this document.

12. AGREEMENT EXECUTION

- 12.1. By signing this agreement the NCA acknowledges that the entire *NCA Membership Agreement* has been read and understood and that the NCA agrees to be bound by its terms and conditions.
- 12.2. This membership is granted on its signed acceptance by an authorised signing *Officer* of RG65 ICA.
- 12.3. The terms and conditions of this *NCA Membership Agreement* may not be changed, altered, or amended unless agreed to in writing by an *Officer* of RG65 ICA.

Signed By:

Name and Title:

Date:

Signed for the ICA By:



Name and Title: Wayne Stobbs, Interim Chairman

Date: 9 April 2021

For and on behalf of the RG65 International Class Association