



RG65  
INTERNATIONAL CLASS ASSOCIATION

# ***NCA MEMBERSHIP AGREEMENT***

Version 1.0

In regard to the RG65 International Class Association and the representation of Owners in <Country>, 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.

<i>Boat</i>	A boat that may comply with the relevant RG65 <i>Class Rules</i> .
<i>Class Ethos</i>	The Ethos of the class as set out in the <i>Constitution</i>
<i>Constitution</i>	Means the RG65 ICA Constitution.
<i>Electronic communication</i>	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.
<i>Executive Committee</i>	The Officers of the RG65 ICA
<i>Member NCA</i>	A NCA which has been granted membership of the <i>World Council</i> .
<i>NCA Membership Agreement</i>	An Agreement drawn up between a NCA and the RG65 ICA <i>Executive Committee</i> which defines the duties of the NCA with regard to its representation of the <i>Owners</i> 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 Owner 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 <Country>.
- 3.1.2. To provide RG65 class management in <Country>.
- 3.1.3. To ensure that the *Class Ethos* is maintained in <Country>.

3.2. In furtherance of these objects the NCA shall:

- 3.2.1. Assist event organisers to hold RG65 events in <Country>.



- 3.2.2. Assist in the distribution and review of the RG65 *Class Rules* in <Country>, 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 <Country>;
  - 4.1.2. There are not less than (5) five *Registered Owners* who are listed with the NCA in <Country>;
  - 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 <COUNTRY> 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 <Country>.
  - 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 <Country>, 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 <Country>.
- 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. This 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:

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Signed for the ICA By:

Name and Title: <Officer Name>, <Position if any>

Date: <Date>

For and on behalf of the RG65 International Class Association