

# UIAA GENERAL TERMS AND CONDITIONS

## for the Provision of Services within the Mountain Qualification Label Programme for Member Federations

UIAA TRAINING COMMISSION — MOUNTAIN QUALIFICATION LABEL PROGRAMME

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## 1. PURPOSE AND SCOPE

- 1.1 These General Terms and Conditions ("T&C") are the UIAA internal rules which govern the rights and obligations of the UIAA and the Member Federation arising out of and in connection with the Agreement for the Provision of UIAA Services within the Mountain Qualification Label Programme (the "Service Agreement" and the "MQL Programme").
- 1.2 Under the Service Agreement, the UIAA, acting through its Training Commission, shall provide to the Member Federation services for the assessment of the Member Federation's Training Programme against the applicable MQL Standard, in particular through Induction and Inspection and, where expressly agreed, other related services.
- 1.3 The Service Agreement consists of: (a) the Application; (b) these T&C; and (c) the Price List.
- 1.4 The Service Agreement forms part of an internal relationship within the UIAA structure between the UIAA and one of its Member Federations and shall be interpreted in accordance with the UIAA Articles of Association and the binding internal rules of the UIAA applicable to the MQL Programme.

## 2. DEFINITIONS

- 2.1 For the purposes of these T&C, the following terms shall have the meanings set out below:

**Accreditation** means the formal recognition by the UIAA, granted following a positive Accreditation Decision of the Training Commission, that the Member Federation's Training Programme meets the applicable MQL Standard.

**Accreditation Decision** means the formal decision of the Training Commission to grant or refuse Accreditation or Revalidation.

**Accreditation Term** means the period for which Accreditation is granted.

**Application** means the application submitted by the Member Federation for participation in the MQL Programme.

**Confidential Information** means all non-public information disclosed by one Party to the other in connection with the Service Agreement, including technical, operational, organisational, financial, commercial, legal, and personal-data-related information.

**Force Majeure** means an event beyond the reasonable control of the affected Party, including natural disaster, extreme weather, epidemic, pandemic, war, civil unrest, sanctions, or official travel restrictions, which prevents or materially hinders performance of the Service Agreement.

**Indicative Quote** means the pre-inspection cost estimate issued by the UIAA for the relevant Inspection stage, including the estimated fees, expenses, and the required deposit.

**Induction** means the documentary and administrative review stage of the MQL Programme during which the UIAA assesses whether the documents and information submitted by the Member Federation are sufficient for progression to Inspection.

**Inspection** means the on-site assessment of the Member Federation's Training Programme against the applicable MQL Standard by a UIAA-appointed Inspector.

**Inspection Report** means the written report prepared by the Inspector following the Inspection.

**Inspector** means an external, independent professional appointed and engaged by the UIAA under a paid contract to carry out the Inspection. Only persons who are not members of any UIAA bodies, or employees may be appointed as Inspectors.

**Member Federation or MF** means a UIAA Member Federation whose membership in the UIAA has not been suspended or terminated and which has no undisputed overdue amounts owed to the UIAA.

**Mentor** means an external professional recommended by the UIAA to provide guidance and support to a Member Federation in preparation for Inspection.

**Mountain Qualification Label or MQL** means the UIAA quality label and the corresponding international minimum standard applicable to the relevant discipline.

**MQL Branding** means the UIAA name, trademark logo, label, certificate wording, badge, and other branding elements connected with Accreditation under the MQL Programme.

**MQL Programme** means the UIAA Training Commission's framework for evaluating and recognising Member Federation Training Programmes that meet the applicable MQL Standards. Through a structured process of Application, Induction, Inspection, and Training Commission evaluation, Member Federations may obtain formal UIAA accreditation of their instructor training programmes. Successful Accreditation confers the right, within the scope of the accredited Training Programme, to award UIAA-recognised qualification certificates to instructors trained under that programme.

**MQL Standard** means the standard, criteria, competencies, and programme requirements established by the UIAA for the relevant MQL discipline.

**Party** means either the UIAA or the Member Federation, and Parties means both of them.

**Price List** means the UIAA Training Commission Service Price List in force at the relevant time.

**Registration Fee** means the fee payable by the Member Federation upon acceptance of the Application as a condition for conclusion of the Service Agreement.

**Revalidation** means the process for renewing Accreditation in accordance with Clause 5.20 and the rules applicable at the relevant time.

**Services** means the services provided by the UIAA under the Service Agreement.

**Service Agreement** means the agreement between the UIAA and the Member Federation for participation in the MQL Programme, consisting of (a) the Application; (b) these T&C; and (c) the Price List.

**Training Commission or TC** means the UIAA commission responsible for the MQL Programme.

**Training Programme** means the training curriculum, instruction system, assessment method, and related documentation offered by the Member Federation for the relevant qualification.

**UIAA** means the International Climbing and Mountaineering Federation.

**UIAA Office** means the permanent UIAA administrative office supporting the Training Commission.

### 3. APPLICATION, ELIGIBILITY AND REQUIRED INFORMATION

3.1 The Member Federation shall submit the Application in the form and through the platform designated by the UIAA.

3.2 The UIAA may refuse to process or accept an Application if:

- (a) the applicant's membership in the UIAA has been suspended or terminated;
- (b) the Application is incomplete;
- (c) the information submitted is inaccurate, misleading, or insufficient; or
- (d) the applicant has undisputed overdue amounts owed to the UIAA.

3.3 The Member Federation shall provide all information and documents reasonably required by the UIAA for the relevant MQL discipline and shall ensure that all information submitted is complete, accurate, current, lawful, and not misleading.

3.4 The Member Federation shall promptly notify the UIAA of any material change to the information submitted.

### 4. CONCLUSION OF THE SERVICE AGREEMENT

4.1 The Service Agreement shall be concluded and enter into force when:

- (a) the Member Federation has submitted a duly completed Application;
- (b) the UIAA has accepted the Application;
- (c) the UIAA has issued an invoice for the Registration Fee; and
- (d) the Registration Fee has been paid in full.

4.2 Acceptance or refusal of the Application shall be communicated by the UIAA in writing or through the designated UIAA platform within thirty (30) calendar days after receipt of the completed Application, unless additional information is required from the Member Federation.

## 5. MQL PROGRAMME FLOW AND ALLOCATION OF DUTIES

- 5.1 The MQL Programme shall, unless expressly agreed otherwise in writing, proceed in the following stages:
- (a) submission of the Application by the Member Federation;
  - (b) acceptance of the Application by the UIAA and payment of the Registration Fee;
  - (c) Induction;
  - (d) issuance and acceptance of the Indicative Quote and payment of the deposit;
  - (e) Inspection;
  - (f) payment of the final Inspection costs; and
  - (g) the Accreditation Decision.
- 5.2 Induction shall, as a rule, consist of documentary and administrative review only.
- 5.3 During Induction, the UIAA may request clarifications, corrections, additions, translations, or further supporting materials. Unless the UIAA specifies a different period, the Member Federation shall provide them within thirty (30) calendar days of the request.
- 5.4 Inspection planning shall begin only after Induction has been successfully completed.
- 5.5 Once Induction has been successfully completed, the Member Federation shall submit between two and four proposed date ranges for Inspection and shall provide all practical information reasonably necessary for planning the on-site visit.
- 5.6 The UIAA shall appoint the Inspector. The Member Federation shall have no right to appoint, instruct, or require the appointment of any particular Inspector.
- 5.7 Before Inspection, the UIAA shall issue an Indicative Quote. The Member Federation shall accept the Indicative Quote in the manner specified by the UIAA and shall pay a deposit equal to forty per cent (40%) of the Indicative Quote.
- 5.8 The UIAA shall not be obliged to proceed with the Inspection until the Indicative Quote has been accepted and the deposit has been paid in full.
- 5.9 During the Inspection, the Inspector shall carry out an on-site assessment of the Member Federation's Training Programme against the applicable MQL Standard and shall prepare an Inspection Report.
- 5.10 Following completion of the Inspection, the UIAA shall issue a final invoice for the remaining balance of the Inspection costs, calculated on the basis of the actual fees and expenses properly chargeable under the Service Agreement, after deduction of the deposit already paid.
- 5.11 The Member Federation shall pay the final invoice within thirty (30) calendar days of the invoice date.
- 5.12 The UIAA may withhold release of the Inspection Report to the Member Federation and notification of the Accreditation Decision until the final invoice has been paid in full.
- 5.13 Once the final invoice has been paid in full, the Training Commission shall review the Inspection Report and make the Accreditation Decision in accordance with the applicable UIAA procedures within ninety (90) calendar days, unless a longer period is reasonably required due to the timing of Training Commission meetings or other justified operational circumstances of which the Member Federation has been informed.
- 5.14 If Accreditation is granted, the UIAA shall issue the relevant certificate and the Member Federation shall be authorised to use the corresponding MQL Branding in accordance with these T&C.
- 5.15 If Accreditation is refused, the UIAA shall notify the Member Federation of the result, identify the principal deficiencies, and may require corrective action and a further Inspection.
- 5.16 Any complaint concerning the conduct of the Inspector, and any appeal against a refusal of Accreditation or Revalidation, shall be governed by the applicable UIAA procedures.
- 5.17 If the Member Federation does not pass Induction, the process shall return to the documentation stage. If the Member Federation does not obtain Accreditation following Inspection, the process shall return to the inspection-planning stage or such earlier stage as the UIAA may reasonably determine, having regard to the nature of the deficiencies identified. Any repeated stage of the MQL Programme may give rise to additional fees and costs in accordance with Clause 8, including, where applicable, the issuance of a new Indicative Quote.
- 5.18 The UIAA may administer and record the MQL Programme through its training database. The database may serve as the operative record of application status, submitted documents, requests for clarification, reports, and decisions.
- 5.19 The MQL Programme is an assessment process and does not guarantee Accreditation or completion within any specific timeframe.

**5.20** Revalidation shall follow the process applicable at the relevant time, including administrative revalidation after four (4) years and in-person revalidation after eight (8) years, unless the UIAA expressly provides otherwise in the applicable rules or Price List.

## **6. RESPONSIBILITIES OF THE UIAA**

**6.1** The UIAA shall provide the Services with reasonable care and skill and in accordance with the Service Agreement and the applicable MQL Standard.

**6.2** The UIAA shall in particular:

- (a) administer the Application and Induction process;
- (b) review the submitted documentation;
- (c) appoint the Inspector;
- (d) issue the Indicative Quote, invoices, certificates, and other formal communications;
- (e) maintain the process record in the database; and
- (f) submit the Inspection Report for decision by the Training Commission.

**6.3** The UIAA may suspend, postpone, or adapt the timing of the Services where reasonably necessary for safety, legal, operational, governance, or availability reasons.

**6.4** The UIAA does not guarantee Accreditation, Revalidation, or completion of the MQL Programme within any specific timeframe.

## **7. RESPONSIBILITIES OF THE MEMBER FEDERATION**

**7.1** The Member Federation shall cooperate fully and in good faith with the UIAA and shall provide all information, documents, access, support, and decisions reasonably required for the Services.

**7.2** The Member Federation shall designate a responsible contact person for the MQL Programme and shall keep its contact details up to date.

**7.3** For any on-site visit, the Member Federation shall be responsible for all matters within its sphere of control, including:

- (a) access to sites, facilities, activities, and documents;
- (b) permits, licences, and local legal compliance;
- (c) local hosting and organisational arrangements; and
- (d) emergency and safety arrangements.

**7.4** The Member Federation shall remain solely responsible for the design, management, supervision, and safe conduct of its Training Programme and for the acts and omissions of its officers, staff, trainers, instructors, participants, volunteers, contractors, and local service providers.

**7.5** The Member Federation shall maintain insurance appropriate to the nature, scale, and risk profile of its Training Programme and all related activities, including at least public liability insurance and, where appropriate having regard to the activities involved, participant accident, medical, rescue, and any other insurance required by applicable law. Upon reasonable request, the Member Federation shall provide evidence of such insurance to the UIAA.

**7.6** The Member Federation shall identify any visa, work-permit, licensing, access, or similar local requirements that may apply to the Inspector and shall provide reasonable assistance in relation to them.

**7.7** The Member Federation shall monitor the UIAA database and the contact details provided in its Application for notifications and communications from the UIAA.

**7.8** The Member Federation shall pay all amounts due under the Service Agreement in full and on time, exclusively to the UIAA.

## **8. FEES AND PAYMENTS**

**8.1** Participation in the MQL Programme is voluntary. Fees due under the Service Agreement are consideration for the Services and are separate from UIAA membership fees.

- 8.2** All fees, costs, and charges under the Service Agreement shall be denominated in Swiss francs (CHF) and shall be determined in accordance with the Price List and, where applicable, the Indicative Quote issued by the UIAA for the relevant Inspection stage.
- 8.3** Following acceptance of the Application, the UIAA shall invoice the Registration Fee. Payment in full of the Registration Fee is a condition for commencement of the MQL Programme.
- 8.4** Before Inspection, the UIAA shall issue an Indicative Quote. The Indicative Quote may include, as applicable, service fees, administrative charges, travel, accommodation, per diem, and other reasonable out-of-pocket expenses expected to be incurred in connection with the Inspection.
- 8.5** The Member Federation shall pay a deposit equal to forty per cent (40%) of the accepted Indicative Quote.
- 8.6** After completion of the Inspection, the UIAA shall issue a final invoice for the remaining balance of the Inspection costs, calculated on the basis of the actual fees and expenses properly chargeable under the Service Agreement, after deduction of the deposit already paid.
- 8.7** Unless stated otherwise in the invoice, all invoices shall be payable within thirty (30) calendar days of the invoice date, without set-off, deduction, or withholding.
- 8.8** If the Member Federation fails to pay any amount when due, the UIAA may:
- (a) suspend the Services;
  - (b) refuse to schedule or continue an Inspection;
  - (c) withhold release of the Inspection Report, the Accreditation Decision, or any certificate until all due amounts have been paid; and
  - (d) charge default interest at five per cent (5%) per annum from the due date.
- 8.9** Any bank charges, transfer fees, currency conversion charges, or similar charges arising from payment by the Member Federation shall be borne by the Member Federation.

## **9. CANCELLATION, CHANGES AND FORCE MAJEURE**

- 9.1** The Member Federation may withdraw from the MQL Programme at any time before an Inspection date has been confirmed by the UIAA in writing. In such case, the Registration Fee shall be non-refundable and no further fees shall be due, save for any amounts already properly invoiced for Services already delivered.
- 9.2** If the Member Federation cancels an Inspection after the Inspection date has been confirmed by the UIAA in writing:
- (a) where notice is given thirty (30) or more calendar days before the confirmed Inspection date, the Member Federation shall pay all actual non-refundable costs incurred and twenty-five per cent (25%) of the agreed Inspector fee;
  - (b) where notice is given fewer than thirty (30) calendar days before the confirmed Inspection date, the Member Federation shall pay all actual costs incurred and fifty per cent (50%) of the agreed Inspector fee for the confirmed Inspection assignment.
- 9.3** If the Member Federation requests a change to agreed dates, location, or scope after acceptance of the Indicative Quote, the UIAA shall use reasonable efforts to accommodate the change. If necessary, the UIAA may issue a revised Indicative Quote for review and acceptance. Any additional costs, including rebooking fees, cancellation fees, price differences, and other resulting expenses, shall be borne by the Member Federation.
- 9.4** If the UIAA needs to change the Inspector, dates, or other arrangements for reasons within the UIAA's sphere, it shall notify the Member Federation promptly and may appoint a substitute Inspector or propose revised dates. The UIAA shall not charge additional fees solely for such substitution, without prejudice to revised third-party costs that could not reasonably be avoided.
- 9.5** Neither Party shall be liable for delay or non-performance caused by Force Majeure. In such case, the affected Party shall notify the other Party without undue delay and the Parties shall consult in good faith on rescheduling, adaptation, or termination of the affected stage.
- 9.6** In the event of Force Majeure, each Party shall bear its own internal costs. The Member Federation shall reimburse only those external non-recoverable third-party costs that were reasonably incurred specifically in connection with the planned service for its benefit and that could not reasonably be avoided, refunded, rebooked, or otherwise recovered.
- 9.7** Any deposit already paid shall be applied to the rescheduled service or, if the affected stage is terminated and not rescheduled, refunded after deduction of amounts properly due under this Clause 9.
- 9.8** The UIAA may terminate the MQL Programme with immediate effect if:

- (a) the Member Federation fails to pay any invoice within thirty (30) calendar days of the due date;
- (b) the Member Federation materially breaches these T&C and, where the breach is capable of remedy, fails to remedy it within a reasonable period specified by the UIAA; or
- (c) the Member Federation's UIAA membership is suspended or terminated.

**9.9** Upon cancellation or termination:

- (a) all pending work may cease;
- (b) fees already paid for Services already delivered shall be non-refundable;
- (c) all completed reports and documents shall remain the property of the UIAA; and
- (d) the Member Federation may submit a new Application only in accordance with the rules applicable at that time and upon payment of a new Registration Fee.

## **10. LIABILITY**

**10.1** Each Party shall be liable for the direct damage caused to the other Party by its breach of the Service Agreement or by its unlawful act or omission within its sphere of responsibility, subject to this Clause 10.

**10.2** The UIAA is responsible for the appointment and instruction of the Inspector and for the acts and omissions of the Inspector within the scope of the assigned Inspection.

**10.3** The UIAA does not assume responsibility for the operation, management, supervision, safety, legality, or delivery of the Member Federation's Training Programme.

**10.4** Accordingly, the UIAA shall not be liable for loss, damage, injury, death, delay, or expense arising out of or in connection with:

- (a) the design, organisation, or delivery of the Member Federation's Training Programme;
- (b) the safety, condition, suitability, or legality of local sites, terrain, facilities, equipment, transport, accommodation, or weather conditions;
- (c) acts or omissions of the Member Federation or its officers, staff, trainers, instructors, participants, volunteers, contractors, or local service providers;
- (d) local permits, access rights, immigration matters, licensing issues, or compliance with local law falling within the Member Federation's sphere; or
- (e) inaccurate, incomplete, late, or misleading information supplied by the Member Federation.

**10.5** The Member Federation shall be liable for direct loss and reasonable third-party costs arising from its breach of the Service Agreement.

**10.6** The Member Federation shall indemnify and hold harmless the UIAA, the Training Commission, and the UIAA's officers, employees, and representatives from and against third-party claims, liabilities, damages, costs, and expenses arising out of or in connection with the Member Federation's Training Programme, local operations, participants, trainers, or hosting arrangements, except to the extent finally determined to have been caused by the wilful misconduct or gross negligence of the UIAA or the Inspector acting within the scope of the Inspection.

**10.7** Neither Party shall be liable for indirect, incidental, consequential, special, or punitive loss, or for loss of profit, revenue, goodwill, opportunity, or reputation.

**10.8** Nothing in the Service Agreement shall exclude or limit liability to the extent such exclusion or limitation is not permitted by applicable law, including liability for wilful misconduct or gross negligence.

**10.9** Subject to Clause 10.8, the aggregate liability of the UIAA under or in connection with one Service Agreement shall not exceed CHF 5,000,000.

## **11. INTELLECTUAL PROPERTY AND MQL BRANDING**

**11.1** All intellectual property rights in and to the UIAA name, logo, MQL Branding, MQL Standards, criteria, methods, assessment tools, templates, forms, reports, certificates, databases, and all other materials or deliverables created by or for the UIAA in connection with the MQL Programme shall remain exclusively vested in the UIAA.

**11.2** The Service Agreement does not transfer to the Member Federation any ownership right in any UIAA intellectual property.

**11.3** Subject to a valid Accreditation Decision and continued compliance with the Service Agreement, the UIAA grants to the Member Federation a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to

use the relevant MQL Branding solely for the accredited Training Programme, within the accredited scope, and during the Accreditation Term, including on qualification certificates issued by the Member Federation to instructors trained under the accredited Training Programme, in accordance with the applicable UIAA branding and trademark usage guidelines.

- 11.4** The Member Federation shall not copy, reproduce, distribute, publish, commercialise, adapt, modify, or create derivative works from UIAA materials except to the extent expressly permitted by the UIAA in writing.
- 11.5** All Inspection Reports, recommendations, assessment notes, and related evaluation materials generated within the MQL Programme shall belong exclusively to the UIAA. The Member Federation may retain a copy for its internal records and implementation purposes only and shall not publish, reproduce, or distribute such materials without the UIAA's prior written consent, except where disclosure is required by law.
- 11.6** Upon suspension, expiry, withdrawal, or refusal of Accreditation, the Member Federation shall cease any use of the relevant MQL Branding without undue delay and shall remove it from websites and other public-facing materials within thirty (30) days.
- 11.7** The Member Federation shall use the MQL Branding strictly in accordance with the branding and trademark usage guidelines issued by the UIAA, as amended from time to time. The UIAA shall supply to accredited Member Federations the relevant branding files, the UIAA Brand Manual, and the applicable branding and trademark usage guidelines.
- 11.8** The Member Federation shall:
- (a) use only official branding files supplied by the UIAA Office;
  - (b) maintain visual consistency of the UIAA brand in accordance with the UIAA Brand Manual;
  - (c) use the MQL Branding only in connection with the specifically accredited Training Programme and not for non-accredited activities;
  - (d) refrain from modifying, distorting, or altering the MQL Branding in any way; and
  - (e) use the MQL Branding on individual instructor certificates only in accordance with the accredited scope and the applicable UIAA branding and trademark usage guidelines, and refrain from using the MQL Branding on personal promotional materials unless expressly permitted by the UIAA in writing.

## **12. CONFIDENTIALITY**

- 12.1** Each Party shall keep confidential all Confidential Information received from the other Party and shall use it only for the purposes of the Service Agreement.
- 12.2** A Party may disclose Confidential Information only:
- (a) to its officers, employees, advisers, insurers, auditors, and relevant internal bodies who need to know it for the purposes of the Service Agreement and who are bound by duties of confidentiality;
  - (b) where disclosure is required by law, court order, or binding UIAA governance requirement; or
  - (c) with the prior written consent of the disclosing Party.
- 12.3** This Clause 12 shall survive termination or expiry of the Service Agreement for five (5) years.

## **13. DATA PROTECTION**

- 13.1** Each Party shall comply with the Swiss Federal Act on Data Protection and, where applicable, the EU General Data Protection Regulation and other applicable data protection laws in relation to personal data processed in connection with the Service Agreement.
- 13.2** Unless expressly agreed otherwise in writing for a specific processing activity, each Party shall act as an independent controller in respect of the personal data it processes for its own purposes in connection with the MQL Programme. The UIAA shall act as controller for personal data processed for the administration, assessment, and governance of the MQL Programme, including Accreditation and Inspection activities. The Member Federation shall act as controller for personal data processed in connection with its Training Programme and local operations. Where personal data is disclosed by the Member Federation to the UIAA for the purposes of the MQL Programme, each Party shall act as an independent controller in respect of its subsequent processing.
- 13.3** Where one Party processes personal data on behalf of the other, such processing shall be governed by a separate data processing agreement or equivalent written terms complying with applicable law.

- 13.4** Each Party shall ensure that personal data is processed only to the extent necessary for the purposes of the Service Agreement and on an appropriate legal basis, including performance of the Service Agreement, compliance with legal obligations, or legitimate interests, as applicable.
- 13.5** Each Party shall implement and maintain appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.
- 13.6** If either Party becomes aware of a personal data breach affecting personal data processed in connection with the Service Agreement and involving the other Party's data, it shall notify the other Party without undue delay and shall provide reasonable information and cooperation. Each Party shall remain independently responsible for fulfilling its own notification obligations to supervisory authorities and data subjects under applicable law.
- 13.7** Personal data shall be retained only for as long as necessary for the purposes of the Service Agreement, for applicable legal retention periods, or for the establishment, exercise, or defence of legal claims.
- 13.8** Any transfer of personal data to another jurisdiction shall take place only where permitted under applicable data protection law and subject to an appropriate transfer mechanism or safeguard.

## **14. Governing Law and Dispute Resolution**

- 14.1** The Service Agreement forms part of an internal relationship within the UIAA between the UIAA and one of its Member Federations. The Service Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Swiss law.
- 14.2** The Parties shall first seek to resolve any dispute amicably and through the internal UIAA procedures applicable to the MQL Programme.
- 14.3** Any dispute arising within the UIAA or arising out of the Service Agreement, the MQL Programme, related UIAA rules, or a decision of a UIAA body shall first be brought before the UIAA Court in accordance with the UIAA Articles of Association.
- 14.4** Any dispute that cannot be settled through the procedure referred to in Clause 14.3 shall be finally resolved by the Court of Arbitration for Sport (CAS), Lausanne, Switzerland, in accordance with the UIAA Articles of Association and the applicable CAS rules.
- 14.5** To the extent a dispute is not arbitrable under the UIAA Articles of Association or mandatory law, the competent courts at the seat of the UIAA in Switzerland shall have exclusive jurisdiction.

## **15. AMENDMENTS AND FINAL PROVISIONS**

- 15.1** Any individual amendment, waiver, or supplement to a concluded Service Agreement shall be valid only if made in writing or through an authenticated acceptance process in the UIAA database or other designated electronic platform.
- 15.2** The UIAA may amend these T&C or the Price List prospectively by giving not less than thirty (30) calendar days' prior notice.
- 15.3** Unless mandatory law, the UIAA Articles of Association, or a binding UIAA decision requires earlier application, amendments shall apply to new Applications and to future stages of an existing Service Agreement that have not yet been accepted by the Member Federation after expiry of the notice period referred to in Clause 15.2.