



INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

Athens, 27 June 2024
Ref. No: 2024-06/0110

Ms. Daulina OSMANI
Deputy Minister of Culture, Youth and Sports

Mr. Ismet KRASNIQI
Kosovo Olympic Committee President

Dear Ms Deputy Minister,
Dear Mr President,

Following the fruitful exchange of opinions during the recent zoom meeting, ICMG refer to the document received from the Deputy Minister of the Ministry of Culture, Youth and Sport of the Republic of Kosovo, entitled ***“Implementation agreement between Republic of Kosovo, Republic of Albania and ICMG”*** and commenting that:

“This agreement aims to reinforce the contract signed last year, as well as the cooperation agreement between Kosovo and Albania for organizing sports that require access to the sea. The agreement establishes the legal framework for the organization and conduct of the games, as well as the establishment of OCMG 2030, ensuring transparency, fairness, and adherence to international standards.”

Therefore, the following ICMG considerations are based *i)* on the proposed document and on the comments expressed by the distinguished representatives of the Government of the Republic of Kosovo, and at the same time also *ii)* on the ICMG Charter (*edition 2023*) provisions that the ICMG administration must respect and, finally, *iii)* on the Host City Contract, duly signed and witnessed by the Government of the Republic of Kosovo representatives.

We would like to recall a specific fact, when informally became known the intentions of the Kosovo NOC to present the candidacy for the MG with the municipality of Prishtina, ICMG, only for the sport spirit and with no delay, deemed it necessary to update our Charter in order to foresee the real possibility of organizing the games also in landlocked countries. Thanks to this, it was then possible to evaluate Prishtina's candidacy.

././

Athens Olympic Sport Complex • Spiron Loui Ave. – Aquatic Center • 151 23 Marousi (Athens) – GREECE
Tel: +30-210-6850206 • Fax: +30-210-6850207 • e-mail: info@icmg.org.gr • website: www.icmg.org.gr





INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

./..

This reminder does not intend to have any other purpose than just to highlight the level of procedural correctness of ICMG, which confirms how ICMG can act, even with strong improvement but if approved by the General Assembly, only within the perimeter traced by its own Charter.

Therefore, in addressing the question posed, we cannot ignore an essential presupposition: "All the decisions of the ICMG are taken in conformity with the provisions of the ICMG Charter" [Chapter II/VII point 4].

It must also be taken into account that

- a. "The NOCs, members of the ICMG, have the exclusive powers for the representation of their respective countries in the Mediterranean Games. (...)"
- b. "The NOCs, members of the ICMG, have the authority to designate the city, which may apply to organize the Mediterranean Games". [Chapter III/XV. point 3 and 4]

So, in the case we are dealing with, it is mandatory to verify the provisions of the Charter in the part which deals with the "ORGANIZATION AND ADMINISTRATION OF THE MEDITERRANEAN GAMES" [Chapter V, XVIII], as well as the other parts which refer to this topic.

Regarding the provisions of the ICMG Charter, we can immediately confirm that every requirement foreseen for the assignment of the MG of 2030 has already been satisfied, precisely because, on September 8, 2023, in Heraklion, the signing of the Host City Contract took place between the parties (ICMG, NOC of Kosovo and Host City of MG 2030).

Even if it is clearly evident, it is useful to point out that the contract was signed by the Government of the Republic of Kosovo in full compliance with the provisions of the Charter, as a *bearing witness "to confirm and to guarantee the areas of responsibility assumed by the Government in the candidacy dossier"*.

In fact, in assigning the MG to the City of Prishtina, ICMG was obliged to take note "of the general guarantees, including the financial guarantees, offered by the country's Government where the City and the NOC are located." [Host City Contract, page 2 and Candidature file, page 21, Letter of the Government of the Republic of Kosova].

./..



INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

../..

On the subject of guarantees, the ICMG Charter is always absolutely clear:

"The organization of the Mediterranean Games shall not be entrusted to a city unless the latter has submitted to the ICMG a document drawn up by the government of the country under consideration, in which the said government commits itself to the ICMG that the country shall respect the ICMG Charter and guarantees the financing of the whole organization." [Charter/Chapter V, XVIII, point 2.4]

Please take into consideration that to the financial guarantees are also added others, such as "(...) the Government of the country where the city hosting the MG is based respects the provisions of the ICMG Charter (...)".

So, we can establish that the political authorities of the countries act in favor of the NOC and the City towards ICMG as "guarantors" of the financial commitments necessary to comply with all the obligations set out in the ICMG Charter.

In the absence of these guarantees, it is clear that the ICMG ExCo could not have submitted the candidacy of the city of Prishtina to the General Assembly.

What to do after the General Assembly's decision to assign the organization of the MG. Once again the ICMG Charter is absolutely clear:

"The ICMG enters into a written agreement with the host city and the NOC of its country, which agreement specifies in detail the obligations incumbent upon them, of which the above-mentioned commitments and all the documents of the bid file are an integral part, forming a legal whole which constitutes an indissociable part of this agreement. Such an agreement is signed immediately upon the election of the host city."

All this confirms that the Host City Contract signed in Heraklion immediately after the decision of the ICMG General Assembly is the only document that must regulate the relationships between the subjects indicated by the Charter, namely the ICMG, the NOC and the City. The agreement, called Host City Contract, regulates in a precise and timely manner the rights and duties of the parties (specifically indicated in the Charter so as not to create interpretative doubts).

The ICMG Charter also provides:

The organization of the Mediterranean Games is jointly entrusted by the ICMG to the NOC of the country of the host city and to the host city itself.

../..

Athens Olympic Sport Complex • Spirou Loui Ave. – Aquatic Center • 151 23 Marousi (Athens) – GREECE
Tel: +30-210-6850206 • Fax: +30-210-6850207 • e-mail: info@cijm.org.gr • website: www.cijm.org.gr





INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

./..

The NOC shall form, for that purpose, an Organizing Committee (OCMG), which, from the time it is constituted, communicates directly with the ICMG EC, from which it receives instructions.

The OCMG shall have the status of a legal person.

The executive body of the OCMG shall include:

- The IOC member or members in the country, unless they are members of the ICMG EC.
- The President and/or Secretary General of the NOC of the Organizing Country, unless they are members of the ICMG EC.
- At least one member representing, and designated by, the host city.
- The executive body may also include representatives of the public authorities and other personalities.

So, the direct interlocutors of ICMG are the NOC (mainly privileged) and the City to which the organization of the MG is assigned. Therefore, from the signing of the contract onwards, ICMG maintains every relationship directly with the NOC and the City through the establishment of the OCMG.

[These provisions of the Charter are developed in detail in points 5 and 6 of the Host City Contract]

Another issue in the present case, is analyzing and clarifying how to implement the involvement of the Republic of Albania, the Albanian NOC and the City chosen to host some MG sports disciplines.

“Under exceptional circumstances, the ICMG may authorize, when evaluating the conditions, that one or more specific sports may take place in other city(ies) of neighboring country(ies), whose NOCs are recognized by ICMG as full members.”

In relation to this, since ICMG has already provisionally declared its consent to the holding of certain sports in a city in neighboring Albania, ICMG must receive, as required by the Charter

- i) **a cooperation agreement that must be signed between the interested parties - the Cities, the NOCs, the Country's official Authorities -, specifying the distribution of the sports disciplines;**

./..

Athens Olympic Sport Complex • Spirou Loui Ave. – Aquatic Center • 151 23 Marousi (Athens) – GREECE
Tel.:+30-210-6850206 • Fax:+30-210-6850207 • e-mail: info@icmg.org.gr • website: www.icmg.org.gr



INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

.. / ..

- ii) *all the necessary declarations relating to the commitments of the respective NOCs and Country's official Authorities, as well as a written commitment to accept the contents of the candidature manual with all its appendices, to be considered binding documents.*

Only after receiving these documents, ICMG will be able to definitively authorize or not.

[The provision of the Charter is once again clear, not having foreseen any direct involvement of ICMG in this cooperation agreement, but obliged to analyze the content of the aforementioned documents before any approval.]

Once the aforementioned obligations have been successfully concluded, the President of NOC Albania and the Mayor of the chosen Albanian city, will have to sign the Host City Contract, " in order to guarantee their full accession to the term and conditions of the Host City contract and their coherence with the organizing city decisions and policies ".

This procedure may be carried out through a formal declaration contained in an **Addendum to the Host city Contract**, which will be prepared by ICMG.

Up to this point, the main provisions of the ICMG Charter and the Host City Contract which concern the object of our analysis (i.e. the document received referred to in the introduction of this document and to which ICMG does not allow itself to make any corrections), have been analyzed and briefly commented on.

In the light of considerations that emerged from the reading of the ICMG Charter and not from interpretations, addressing every respectful appreciation to the Government of the Republic of Kosovo and the Government of the Republic of Albania, ICMG presents its conclusions, together with a possible path that can respect ICMG's mandatory procedures, as well as the necessary convergences between the NOC, the City and the government authorities, to respect the Host City Contract already signed and therefore fully operational for ICMG.

- I. The Host City Contract is the only act compliant with the Charter.
No other document can replace the Contract.
- II. The ICMG cannot enter in direct agreements with Governments.
The ICMG Charter in no case provides that Governments can be direct interlocutors in the relations with the ICMG.

.. / ..

Athens Olympic Sport Complex • Spina Loui Ave. – Aquatic Center • 151 23 Marousi (Athens) – GREECE
Tel.: +30-210-6850206 • Fax: +30-210-6850207 • e-mail: info@cijm.org.gr • website: www.cijm.org.gr





INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

..

For this reason, reiterating full respect for the proposal put forward by the Government of the Republic of Kosovo, the possibility of following up on the proposed document must be excluded.

Consequently, the ICMG must inform you that, in accordance with its Charter, it cannot comply with the kind request to intervene in a direct agreement with the Government Authorities of Kosovo and Albania.

Given this, it becomes urgent and necessary to implement the obligations established by the Host City Contract.

In particular ICMG refers to the "Establishment of the Games' Organising Committee and adhesion by the OCMG to the Host City Contract".

The process of establishing the OCMG deserves further assessments, also identifying on one hand, what the Charter establishes as imperative and on the other, the area of flexibility normally granted by ICMG to meet the different needs arising from the typical nature of the law and regulations operating in different countries.

Furthermore, in relation to the MG of 2030, on the choice of how to form the OCMG, the ICMG respects the laws of the Republic of Kosovo which regulate the establishment of such organizations. Therefore, NOC Kosovo, the City and the Government, in full decision-making autonomy, will identify the most appropriate legal form "in a manner providing for maximum efficiency with respect to its operations and its rights and obligations under this Contract." [Host City Contract, point 5].

It is, therefore, clear that ICMG has no objections that the choice of the legal form, the governance and the structure of the OCMG can be the result of understanding through a specific Agreement between the NOC, the City and the Government.

However, it must be taken into account that we are faced with an imperative prediction as regards necessarily active subjects; the Charter (and the Contract) is clearly oriented towards attributing to the NOC (the NOC of Kosovo in our case) the authority to establish – in cooperation with the Host City - an OCMG, so that the objectives can be achieved. And this must be respected. This means that it is necessary to find the most appropriate legal form of the OCMG to allow the establishment of the Committee with the direct intervention of the NOC and the City. A different formulation cannot be accepted by ICMG.

..

Athens Olympic Sport Complex • Spirou Loui Ave. – Aquatic Center • 151 23 Maroussi (Athens) – GREECE
Tel.: +30-210-6850206 • Fax: +30-210-6850207 • e-mail: info@icmg.org.gr • website: www.icmg.org.gr



INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

./.

[*Host City Contract*, point 5. The inability to honor the deadline fixed for setting up the OCMG, the breach of the required and proven conditions of operation, are liable to the implementation of the cancellation provisions as set out in article 44 of the present contract.]

CONCLUSION:

ICMG confirms its willingness to organize a meeting at its headquarters in Athens, when it will be communicated by Kosovo NOC that the process of preparing the necessary documentation has been completed.

The meeting will allow any necessary adjustments to be made to complete the process to everyone's satisfaction, so that what ICMG, NOC of Kosovo, City of Prishtina, in the presence of the representatives of the Government of the Republic of Kosovo, have agreed with the signature, can finally be applied as the Host City Contract dated September 8, 2023.

Finally, in this context, the ICMG declares itself available to possibly evaluate, without any obligation of acceptance by the Executive Committee, requests for amendments to the Host City Contract to improve its interpretation and not modify it, provided that they come exclusively from the NOC of Kosovo (even if it is the result of collaboration with the City of Prishtina and the Kosovo Government).

ICMG would like, once again, to underline its gratitude to the Government of the Republic of Kosovo, to the NOC Kosovo, to the Municipality of Prishtina, all protagonists, each within their own responsibilities, in a virtuous path that has led the ICMG Assembly to accept the proposal of the Executive Committee to assign the XXI Mediterranean Games to the City of Prishtina, with the consequent signing of the Host City Contract.

ICMG also wishes to thank the Government of the Republic of Albania and the NOC Albania for their availability and commitment that they will give to the realization of the Prishtina 2030 MG.

It is now necessary to follow up on the commitments made in establishing the OCMG. We are certain that, also in this edition, as in the previous twenty, everything will be done in the best possible way.

./.

Alibon Olympic Sport Complex • Spina Loni Ave. – Aquatic Center • 151 23 Marousi (Athens) – GREECE
Tel.: +30-210-6850206 • Fax: +30-210-6850207 • e-mail: info@cijm.org.gr • website: www.cijm.org.gr





INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

./..

At the same time, in application of the ICMG Charter, a specific Cooperation Agreement must be prepared which involves the Kosovo and Albania authorities, the NOCs Kosovo and Albania, the city of Prishtina and the city designated to host some sports disciplines of the MG program.

To the above it should be added that the Host City Contract also provides that:

"The Host City and the Host NOC shall keep the ICMG informed on all matters relating to the structuring and formation of the OCMG. All agreements and other contractual or legal documents relating to the formation and governance of the OCMG, as well as any subsequent changes thereto, shall be subject to the ICMG's prior written approval. The City and the NOC declare and agree to apply faithfully the rules of the ICMG Charter governing this matter."

In light of this, it becomes important that the interested parties intervene to fulfill the obligations set out in the Host City Contract, each in the part of their competence, with the times indicated, of which ICMG will be informed in advance to exercise the right of approval.

Therefore, it is only at the end of this process that, if respectful of the Charter and the Contract already signed and operational, ICMG will be able to intervene with a formal approval decision by the Executive Committee.

This official document of ICMG will become an integral part of "All agreements and other contractual or legal documents relating to the formation and governance of the OCMG (...)".

Through this, it is believed that the "participation" requirements of ICMG in the process that will lead to the establishment of the OCMG can be satisfied.

Therefore, ICMG warmly invites all parties involved to urgently prepare the required documentation (which has already been well known to all), keeping in mind that the deadline for making the OCMG of Prishtina 2030 operational, is set for September 8, 2024, at the maximum.

[*Chapter V, XVIII point 4.3.* The OCMG must be constituted within a period of 6 months following the award of the Games to a city by the ICMG GA, unless the ICMG President formally agrees to an extension of time of 6 months maximum.]

./..

Athens Olympic Sport Complex • Spiros Loui Ave. – Aquatic Center • 151 23 Marousi (Athens) – GREECE
Tel.: +30-210-6850206 • Fax: +30-210-6850207 • e-mail: info@icmg.org.gr • website: www.icmg.org.gr





INTERNATIONAL COMMITTEE
FOR THE MEDITERRANEAN GAMES

./..

ICMG is at your full disposal with all its experience and knowledge.

Yours sincerely,



Davide Tizzano
President



Iakovos Filippousis
Secretary General

Copy to:

- Minister of Culture, Youth and Sports, Mr. Hajrullah Çeku
- Kosovo NOC Secretary General, Mr. Besim Aliti
- President of the ICMG Ethics and Juridical Commission, Prof. Francesco Purromuto
- President of the 2030 Prishtina CoCom, Mr. Julian Pace Bonello