



NOTICE OF RACE

June 10 – June 21, 2020

**CHARLESTON
NEW YORK
PORTLAND**

1. ORGANIZATION

- 1.1 The Atlantic Cup is open to all Class40 yachts that, upon applying and being invited to participate, meet the requirements set forth herein by the Organizing Authority (OA).
- 1.2 The Organizing Authority (OA) will be Manuka Sports Event Management, LLC
- 1.3 The Atlantic Cup will consist of a combination of offshore and inshore/coastal races.

2. RULES

- 2.1 The Atlantic Cup will be governed by the *rules* as defined in the Racing Rules of Sailing (RRS) including the US Sailing Prescriptions.
- 2.2 Minimally, yachts shall comply with World Sailings' Offshore Special Regulations Category 2 for monohulls (OSR Cat 2) and the rules of the Class 40 for the offshore stages, and US sailing near shore safety requirements for the inshore portion of the event. https://www.ussailing.org/wp-content/uploads/2018/03/US_SER_2018.0_Categories.pdf
- 2.3 The yachts are permitted to use an energy source other than manual force for the operation of an automatic pilot. This changes RRS 52.
- 2.4 Where there is a conflict between this Notice of Race (NOR) and the Sailing Instructions (SIs), the SIs shall prevail. This changes RRS 63.7.
- 2.5 The official language is English. In the event of a conflict, this English version shall prevail. In the event of a conflict between Class Rules, the French version shall prevail.
- 2.6 All times stated are stated in Eastern Daylight Time.

3. ADVERTISING

- 3.1 Boats shall display advertising in accordance with ISAF Regulation 20- ISAF Advertising Code.
- 3.2 All yachts shall display advertising as directed by the OA for the duration of the event. When not racing, boats will display sponsorship flags in her foretriangle.
- 3.3 The OA may require that yachts display further advertising in designated areas of hull, cabin tops, boom and sails. This changes ISAF Regulation 20.4

4. ELIGIBILITY AND REGISTRATION

- 4.1 The event is open to invited yachts that comply with the Class40 measurement. Requests for invitation can be made by contacting the OA or at yachtscoring.com
- 4.2 Entry to the event can be made by completing the registration form at yachtscoring.com and submitting appropriate payment to the OA.
- 4.3 **ENTRY FEE:** All entries are subject to a non-refundable \$3500 fee. Any entry received after February 1, 2020 will be subject to a non-refundable late fee of \$500. Entry fees are non refundable.

4.4 **AGE REQUIREMENTS:** Participants must be at least 18 years of age as of June 10, 2020.

4.5 **CREW LIMITS:**

- **Offshore Stages:** Two (2) persons
- **Inshore Stage:** Six (6) persons maximum

4.6 Each crewmember sailing the offshore stage must satisfy the OA of their ability to sail offshore and provide a current Senior First Aid Certificate or equivalent.

4.7 Substitution of competitors will be allowed with prior written approval of the Race Director.

4.8 An insurance certificate for the boat must be supplied with coverage limits recommended as set forth in Appendix A of this NOR.

4.9 The OA may, at their discretion, place an observer, guest, or media crewmember onboard a competing yacht.

5. SCHEDULE

5.1 Please see Competitor's section of website for more details

- June 6th & 7th Compliance checks
- June 8th Charleston — Kids Day
- June 8th Charleston — Start Party
- June 9th Charleston — Skipper Meeting
- June 10th Charleston — Leg 1 Race Start

- June 13th New York — Leg 1 Finish
- June 15th New York — New Jersey Kids Day
- June 16th New York — Race Start

- June 18th Portland — Leg 2 Finish
- June 19th Portland — Portland Kids Day
- June 20th Portland — Inshore Racing & Skipper Party
- June 21st Portland — Inshore Racing & Prize Giving Party

5.2 The Race Committee intends to run as many races as practical on each of the inshore race days with a maximum of 6 races for the inshore series. If 6 races are completed a yacht will be scored using her best 5 finishes.

5.3 The above program may be modified according to weather conditions and/or other unforeseen circumstances.

6. MEASUREMENT AND INSPECTION

6.1 All participating yachts are required to submit a Class40 measurement certificate prior to June 1, 2020.

- 6.2 The Race Committee reserves the right to measure any equipment and/or sail at any time during the event regardless of whether it has been previously measured.
- 6.3 In addition to the requirements of OSR Cat 2, the following equipment is required for participation in the offshore stage only:
- A dual frequency, long-life Sarsat-CospasEPIRB (121.5 Mhz and 406 Mhz) lasting a minimum of 48 hours.
- 6.4 Competing boats may be inspected at any time to ensure compliance with event rules and requirements.
- 6.6 Competitors shall declare in writing their chosen sail inventory, in compliance with class rules, for the entirety of the event. Sails may not be added or replaced between stages without prior written permission of the race director.

7. SAILING INSTRUCTIONS

- 7.1 Sailing Instructions for Offshore Leg 1 will be made available by June 8, 2020 in the Competitor's Section of the website and for each additional leg upon arrival at each port.

8. COURSE

- 8.1 Offshore Leg 1- Charleston to New York
Start: In the vicinity of tidewater reach, Charleston, SC
Finish: In the vicinity of the Battery, New York City, NY
Distance: Approximately 645 miles
- 8.2 Offshore Leg 2- New York to Portland
Start: In the vicinity of the Battery, New York City, NY
Waypoint 1: Davis South Shoal at 40 56' 00N, 69 44' 00W, Port.
Finish: In the vicinity of Portland harbor.
Specific finish line location will be listed in the Sailing Instructions.
Distance: Approximately 360 miles
- 8.3 The inshore stage will consist of a maximum of 6 races, which may be windward-leeward buoy courses, coastal courses, or a combination of both. A yachts best 4 races will count towards her inshore series score.
A minimum of one race will constitute a series.
- 8.4 Specific course details will be supplied in the SIs.

9. PENALTY SYSTEM

- 9.1 Violations of NOR Section 3: Advertising, 6: Measurement and safety inspection, 12: Positioning and Routing **and** 13: Communications, may only be subject to protest initiated by the Race Committee or the OA. This changes RRS 60.1.
- 9.2 The penalty, if any, for an infringement of the *rules* shall be at the sole discretion of the Protest Committee and may be other than disqualification. This changes RRS 64.1.
- 9.3 Violations of NOR Sections 14: Obligation of Presence and 15: Environmental Sustainability, will be subject to penalty in the form of deduction of race points at the discretion of the OA.

10. SCORING

- 10.1 RRS Appendix A is modified so that the event is scored as defined in this section via a “High Point” scoring system.
- 10.2 Individual leg scores will be based upon the number of entrants (“N”) having met all the requirements set forth in this NOR at the start of leg one. First place will be awarded points equal to N and subsequent scores defined as follows:
- Second Place: N minus 1
 - Third Place: N minus 2
 - Fourth Place: N minus 3
 - Each Subsequent Place: Subtract 1 point
- 10.3 For offshore legs 1 and 2, points awarded will be weighted by a factor of one. For the inshore leg, points will be awarded as in 10.2, based on a yacht's position in the inshore series. The Inshore Series will be scored as one leg and be weighted by a factor of one. The inshore series is therefore equal in score to one offshore leg.
- 10.4 Each boat's series score shall be the sum of points earned in both offshore legs plus points earned from the inshore series as described herein. The inshore series shall consist of a maximum of six races. Should four or less inshore races be completed, all inshore races shall count towards a boat's series score. If five inshore races are completed, a boat's series score shall consist of only a boat's best four inshore races. If six inshore races are completed, a boat's series score shall consist of only a boat's best five inshore races. At the conclusion of the event, the boat with the highest total score shall be declared the winner.
- 10.5 If there is a series score tie between two or more boats, the tie shall be broken in favor of the boat with the most points earned amongst the two offshore legs. This changes RRS A8.1. If a tie remains, the tie shall be broken in accordance with RRS A8.2.

11. PRIZES

11.1 The prize structure is to be determined.

12. POSITIONING AND ROUTING

12.1 Satellite tracking will be used for tracking of the boats. Tracking equipment will be supplied and commissioned by the OA. Equipment provided shall be the responsibility of the yacht owner and/or skipper for the duration of the event. Skippers will be financially responsible for any lost or damaged equipment.

13. COMMUNICATIONS

13.1 During each offshore leg, competitors shall provide the OA a position and status report every 6 hours by telephone or email starting 1800 hours on the day of the start.

13.2 A boat will not be allowed to start an offshore leg unless the following equipment is installed properly to the satisfaction of the OA:

- A system of satellite telephone with a fixed external aerial.
- A minimum of a 25 watt 56 channel VHF in accordance with OSR (3.29.1 b).

14. OBLIGATIONS OF PRESENCE

14.1 The skipper and co-skipper shall be present:

- At official briefings
- At official hospitality events
- At all press conferences
- At scheduled school visits
- At official prize ceremony in Portland, Maine

14.2 Each skipper may be required to make a sponsor appearance outside of The Atlantic Cup race dates.

14.3 Each skipper may be required to keep a blog. Specific instructions for chosen skippers will be provided upon receipt of entry.

14.4 Each boat will be filmed while *racing* and crews will be required to participate in interviews asked for by media crew.

15. ENVIRONMENTAL SUSTAINABILITY

15.1 The event will be run with the intent of adhering to The Atlantic Cup's Sustainability Plan. Skipper's cooperation to implement the Sustainability Plan is required.

15.2 Competitors are required to utilize alternative energy sources for the powering of their boat. Competitors may be required to place sponsor advertising on any alternative energy source equipment.

- 15.3 All competitors shall have aboard zero single-use water bottles during the event.
- 15.4 All competitors will be required to separate trash and recycling via provided bags.
- 15.5 All competitors will be requested to use recycled paper products.
- 15.6 All cleaning products used aboard shall be "eco-friendly." Those competitors who may be unaware as to the "eco-friendly" nature of their personally chosen products are requested to contact the OA for verification.
- 15.7 Competitors shall discharge zero refuse or waste material into the water.

16. MEDIA CREW MEMBERS

- 16.1 Yachts may be required to carry a Media Crew Member at the request of the OA.

17. DISCLAIMER OF LIABILITY

- 17.1 Competitors participate in this regatta entirely at their own risk and are reminded to pay special attention to RRS 4, Decision to Race. The race organizers including Manuka Sports Event Management, Race Committee, sponsors, volunteers, or any other affiliated organization or official will not be responsible for damage to any boat or other property or the injury to any competitor, including death, sustained as a result of participation in this event. By participating in this event, each competitor agrees to release the race organizers from any and all liability associated with such competitor's participation before and during this event in both on the water and shore side activities to the fullest extent permitted by law.

18. USE OF RIGHTS

- 18.1 The owner and crew of the boat and any possible sponsor, by the sole fact of their participation, agrees that the organizer can use, for promotional purposes or other, any text, photo, video and/or audio footage relating to their participation in the event to be published or broadcast via the press, television or internet.

19. CONTACTS Organizing Authority: Manuka Sports Event Management

Race Director: Hugh Piggin

Tel: +1 401-662-9261

Email: hugh@manukasem.com

Or

Sam Holliday

Tel: +44 7398-183-957

Email: Sam@manukasem.com

Website: www.AtlanticCup.org

Appendix A

INSURANCE

1.1. Casualty Insurance: Prior to commencement of the race, any operations by or on behalf of the Participant relating to the race, and with respect to any and all such operations, the Participant shall, at its sole expense, procure and maintain in force and provide to Manuka, Certificates of Insurance and, at Manuka's request, certified copies of policies, evidencing issuance of the following forms of insurance in companies and amounts of deductibles, if any, acceptable to Manuka. Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Manuka.

1.2. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employers' Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 policy limit for bodily injury by disease;

\$1,000,000 each employee for bodily injury by disease.

If there is an exposure of injury to the Participant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If participant elects to not provide worker's compensation and employer's liability insurance, when applicable, the participant must provide written notice holding Manuka harmless of any liability assumed.

1.3. General Liability Insurance: Participant shall carry Commercial General Liability insurance covering all operations by or on behalf of the Participant providing insurance for bodily injury liability and property damage liability for limits of liability not less than those indicated below and including coverage for:

(.1) premises and operations;

(.2) contractual liability insuring the obligations assumed by Participant in this Agreement;

(.3) broad form property damage

(.4) personal injury liability; and

(.5) liability which Participant may incur as a result of operations, acts or omissions of its suppliers or materialmen, and their agents or employees.

The minimum limits of liability are:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage);

\$1,000,000 for personal injury liability;

\$2,000,000 general aggregate.

If the policy does not have an endorsement providing that the general aggregate limit applies separately to the Race, or if defense costs are included in the general aggregate limit, then the required aggregate limit shall be **\$2,000,000**.

- 1.4. All insurance required under this Contract shall contain a waiver of subrogation as to the Manuka and the Owner and their directors, officers and employees. **Manuka and their directors, officers and employees shall be named as additional insureds, via endorsement, on each policy required under this Contract and any Excess General Liability policies held by Participant. Each policy shall stipulate that the insurance afforded to the additional insureds shall apply as primary insurance and that any other insurance carried by Manuka, or their directors, officers or employees will be excess only and will not contribute to the primary insurance.**
- 1.5. The required insurance under this Section 1 shall be subject to the approval of Manuka, but any acceptance of insurance certificates by Manuka shall in no way limit or relieve the Participant of its duties and responsibilities under this Contract. If higher limits or other forms of insurance are required in the Contract Documents, the Participant shall comply with such requirements.
- 1.6. Manuka may take such steps as are necessary to assure the Participant's compliance with its obligations under this Section 1. In the event the Participant fails to maintain any insurance coverage required under this Contract, Manuka may maintain such coverage and charge the expense to the Participant, or terminate this Contract.
- 1.7. Failure of Manuka to enforce in a timely manner any of the provisions of this Section 1 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Contract. Any exceptions to the provisions of this Section 1 must be delineated in this Contract.
- 1.8. All insurance must be placed with an insurance company rated by A.M. Best as "A" or better with deductibles or Self-Insured Retentions (SIR) may not exceed \$10,000 without prior Risk Management approval.