



**SEASON 2010 - 2011**

**(1) BRITISH DISABLED SKI TEAM (BDST)**

**(2) [NAME OF ATHLETE]**

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**WORLD CLASS PROGRAMME AND BDST MEMBERSHIP  
"PERFORMANCE ATHLETE AGREEMENT"**

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**UK Sport and The British Disabled Ski Team wishes to recognise and thank the following people and organisations for their considerable assistance in developing this agreement:**

**Legal - Mike Townley, Sam Hollis, Chris Walsh**

**RYA Performance Team – Neil Northmore, Stephen Parkes**

**The British Athletes' Commission – Pete Gardner, Tracy Langlands**

**The Sports Dispute Resolution Panel – Jon Siddall**

**Members of the UK Sport coordinated 'Sport's Lawyer Forum'**

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**THIS AGREEMENT** is made on the [ ] day of [ ] 2010

**BETWEEN:**

a) The British Disabled Ski Team (BDST), an operating division of Disability Snowsport UK (DSUK) responsible for all matters concerning disabled (also known as adaptive) alpine ski racing and acting on behalf of The Uphill Ski Club of Great Britain, a charity organized and operating under English law (Charity No 287106) having its registered office at CHILLFACTOR<sup>e</sup> TRAFFORD WAY, URMSTON, MANCHESTER, M41 7JA

and

b) \_\_\_\_\_ (the Athlete)  
of \_\_\_\_\_

**Dated:** This the ..... day of the month of.....in the year 2010

**INTRODUCTION:**

- (A) This Agreement contains the obligations of each party to the other arising from the BDST having the authority delegated to it from DSUK acting on behalf of [British Ski and Snowboarding](#) who are the National Governing Body (NGB) assigned under Federation Internationale de Ski responsible for all British Teams competing in snow sports worldwide and the Athlete having been selected to the "A" or "B" Race Team or the Development Squad of the BDST.
- (B) As part of the relationship between the BRITISH DISABLED SKI TEAM ("BDST"), DISABILITY SNOWSPORT UK ("DSUK") and athletes selected by the BDST as part of its World Class Development Programme ("The Programme"), a formal agreement is required between the parties setting out each party's responsibilities to the other. Team membership is dependent on the Athlete entering into this agreement and observing its terms and conditions. This agreement constitutes the terms of membership of the Programme between August 1<sup>st</sup> 2010 and 31 July 2011.
- (C) The goals of the Programme are ultimately to win medals at Winter Paralympic, World Championship and major competition level. In recognition of these goals, athletes are expected to accept that their own primary goal must be the development of their own ski racing potential and to demonstrate commitment to this through training and taking part in competitions.
- (D) The NGB is the national governing body within Great Britain for the sport of Alpine Skiing and is recognised as such by the Federation Internationale de Ski ("FIS"), the BPA, the Sports Councils and all other bodies involved in the administration of sport. The organisation of national and international competitions and trials and the selection of national teams require the establishment of national federations with certain exclusive powers. The NGB is such a federation.
- (E) The Athlete acknowledges that the BDST (through DSUK) is recognised by FIS as the delegated authority acting on behalf of the NGB, (British Ski and Snowboarding) the governing body for skiing and snowboarding in Great Britain, and is therefore bound to observe the International Competition Rules (ICR) of the FIS and those transferred to the International Paralympic Committee and contained within the [IPCAS Rule Book](#)

- (F) Members of The Programme wish to be active competitors in the sport and to access financial and other support which may be available through the World Class Programme scheme (hereinafter “WCP” a scheme administered by UK Sport), or with other schemes such as TASS or Sports Aid, with the objective of winning medals at the Paralympic Games and other major international championships and competitions.
- (G) The Athlete acknowledges that if selected to compete for Great Britain at the Paralympic Winter Games he or she will be required by the BPA to sign a separate Team member’s agreement which will take precedence over this agreement for the duration of the Paralympic Games.
- (H) The policies, rules and regulations governing all athletes, and representatives of the BDST are published in several documents:
- i) BDST General Rules of Conduct (Appendix A of this agreement)
  - ii) BDST Drugs and Anti-doping Policy (Appendix B)
  - iii) BDST Disciplinary guidelines and Procedures (Appendix C)
  - iv) IPC Alpine Skiing Rule Book
  - v) BDST Selection Document 2010/11
- (I) The Athlete hereby acknowledges that he or she has considered all the foregoing rules and documents (copies of which are either attached hereto or available on the Winter Sports>Alpine Skiing section of the IPC Website at [www.paralympic.org](http://www.paralympic.org) or [www.BritishDisabledSkiTeam.co.uk](http://www.BritishDisabledSkiTeam.co.uk) (the Documents). These Documents are deemed incorporated into and form part of this Agreement and accordingly, the Athlete is bound by the terms of the Documents.
- (J) The NGB and the Athlete wish to enter into this Agreement in order to clarify their respective responsibilities and obligations. References in this Agreement to “Athlete(s)” are references to members of the “World Cup” Squad and “European Cup” Squad of the BDST, as well as members of the Development Squad who have agreed to join The Programme and have confirmed this by signing a copy of this Agreement (or one in substantially similar form).
- (K) **This is a legally binding document. Therefore you should read it carefully so as to understand it and if necessary seek independent legal advice.** Any member of the Team Management Committee of the BDST would be happy to discuss details of this Agreement with you prior to signing should you require clarification on any matters.
- (L) This Agreement should be seen as a “Statement of Shared Responsibilities” which is designed to enable each Athlete to make the most of his sporting career and for the NGB to continue to develop The Programme in support of high performance Adaptive Ski Racing.

**IT IS AGREED** as follows:

## **1. INTERPRETATION**

Words and expressions used in this Agreement shall have the meanings as set out below, unless the context requires otherwise:

The following abbreviations and terms are used:

BPA- British Paralympic Association

DSUK – Disability Snowsport UK (Acts as the NGB for Paralympic Alpine Skiing under delegated powers from British Ski and Snowboarding)

FIS- International Ski Federation

ICR – International Competition Rules of the International Ski Federation

IPC- International Paralympic Committee

Team Context = When pictured with 3 or more other Team athletes

The Season = 1<sup>st</sup> August 2010 to the 31st July 2011

The competition area = race piste, start and finish area, flower ceremonies/podium. Pre and post competition interviews

Official Team Activity = Any event where the athlete is representing the BDST or DSUK, either in a competitive or public relations capacity

- In competition and competition preparation
- Post competition media and press
- On official BDST training camps
- When invited to functions as a British Team member

Further Definitions and abbreviations are set out in Schedule 1 to this Agreement.

## **2. AIMS & OBJECTIVES**

- 2.1 The Parties recognise that the ultimate goal of everyone involved in The Programme is to win medals at Winter Paralympic, World Championship and major competition level. In recognition of these goals, athletes are expected to accept that their own primary goal must be the development of their own ski racing potential and to demonstrate commitment to this through training and taking part in competitions.
- 2.2 The Parties acknowledge that this Agreement is not a contract of employment and the Athlete's agreement to become a member of The Programme and his/her participation in activities under The Programme will not create an employment relationship between the Athlete and the NGB.
- 2.3 The Athlete acknowledges that all the obligations and duties which he is accepting under this Agreement are conducive to his own professional development as a high performance athlete, and to assist and enable him to win medals at paralympic games and other designated international competitions.
- 2.4 The Athlete and the NGB acknowledge that the obligations and duties which the NGB is accepting under this Agreement are conducive to the effective management of the WCP.

## **3. ELIGIBILITY**

- 3.1 As a member of The Programme, the Athlete must be eligible to compete for Great Britain at Paralympic Games and must therefore satisfy the eligibility requirements of the IPC, the BPA, the FIS and the BDST (as set out in The BDST Selection Document 2010/2011), where an athlete is to be eligible for the WCP, then the

Athlete must also satisfy requirements including (but not limited to) the criteria set out in Clause 3.3 below. Advice on eligibility requirements for eligibility can be found on the BDST website under rules and regulations.

- 3.2 The Athlete is not eligible to be a member of the WCP or receive a financial award or programme support from the acting NGB or the Sports Councils under the WCP until BDST/DSUK has received a signed and dated copy of this Agreement from the Athlete.
- 3.3 The Athlete shall immediately notify the acting NGB should he at any time fail to satisfy any one or more of the criteria set out below:
- (a) the Athlete shall satisfy the terms and conditions of eligibility and selection of the BPA to represent Great Britain at Paralympic Games;
  - (b) the Athlete shall satisfy the IPCAS eligibility code with respect to their ability to represent Great Britain;
  - (c) the Athlete shall hold a current British passport;
  - (d) the Athlete shall not be ineligible to compete at the Games by virtue of the operation of the BOA's Bye-law on "Eligibility for Membership of Team GB of Persons Found Guilty of a Doping Offence"; and
  - (e) the Athlete must be a member of the acting NGB and must remain so during the Membership Period.
  - (f) the Athlete must not be serving a ban from competition as a result of being found guilty of a doping offence or be in receipt of a lifetime funding ban from any of the Sports Councils.

#### **4. TERM**

The Membership Period shall commence on the date of signature of this Agreement and is intended to remain in force until 31<sup>st</sup> July 2011<sup>1</sup>, but may be terminated in accordance with the provisions of Clause 10.

#### **5. GENERAL OBLIGATIONS**

- 5.1 The Athlete agrees that as a member of the BDST, he/she must remain eligible to represent BDST under FIS, IPC and any other applicable rules. This includes being a British Passport holder, having no anti-doping transgressions, and maintaining paid-up membership of DSUK.
- 5.2 The Athlete agrees to actively pursue medal-winning performance standards and to follow to the best of his/her ability any annual competition schedule agreed with him/her.
- 5.3 The Athlete agrees to commit to the principle of drug-free sport as described in the World Anti Doping Code, by adhering to the Anti-Doping Policy of the BDST.

- 5.4 The Athlete agrees to conduct him/herself in such a manner so as to obtain and maintain his/her best possible physical fitness and health to carry out his/her role as a high performance athlete.
- 5.5 The Athlete agrees to be subject to the reasonable control, management and direction of the BDST, through its coaches and officials.
- 5.6 The Athlete agrees to observe and comply with all reasonable directions given by the BDST, through its coaches and officials.
- 5.7 The Athlete agrees to commit, subject to medical advice, to the training and competition programmes whether on dry land or on snow as directed by the coach provided always that the same are not unreasonable or unduly onerous.
- 5.8 The Athlete agrees to make him/herself available for national training camps and to participate fully if selected.
- 5.9 The Athlete agrees to maintain an active email account and to inform BDST immediately should the details of this account or any other personal contact details change.
- 5.10 The Athlete agrees that in recognition of his/her standing as a role model within British adaptive skiing he/she must project a favorable and positive image of BDST and DSUK at all times, not bringing either him/herself or either body into disrepute and in particular the Athlete expressly agrees to the BDST Code of Conduct as set out in Appendix A of this agreement and the attendant disciplinary procedures as set out in Appendix C.
- 5.11 The Athlete agrees to make him/herself available for regular fitness testing at such times as stipulated by BDST team staff.
- 5.12 The Athlete agrees to maintain an online training record using the online tools supplied, which record may be inspected at any time by BDST staff and other staff involved in assisting the monitoring of BDST athlete fitness.

**The Athlete accepts all of the obligations imposed on him/herself by this agreement and acknowledges that if there is a lapse on any of his/her part then he/she may be suspended from the relevant Race Team/Development Squad of the BDST**

## **6. TEAM MEMBER BENEFITS**

*“ In pursuit of the goals of the World Class Development Programme, the approach of the BDST is to stimulate, support and invest in performance enhancement. This is done through selection, profiling, planning, support and intervention, review and competition delivery.”*

- 6.1 The Athlete is entitled to receive the following benefits from the BDST as part of its World Class Development Programme (unless the particular benefit has been specifically withdrawn as a result of his or her breach of this Agreement):

- 6.2 Administration of his or her race entries, and accreditation at major competitions which for the avoidance of doubt does not put any obligation on the BDST to make any payments on the Athletes behalf.
- 6.3 Assistance with the administration of his or her flight, travel, and accommodation bookings to specific supported activities/events during the training and competition season and in connection therewith the BDST undertakes to use all reasonable endeavours on the Athletes behalf to achieve the most economical costs thereof, and in connection therewith the Athlete agrees that the BDST is entitled to enter into contracts on the Athlete's behalf and as the Athlete's agent and the Athlete hereby indemnifies the BDST in respect of any cost or other liability incurred by the BDST as a result of the exercise by the BDST of the rights granted to it pursuant to this clause. Payment of outstanding invoices is due within 30 days. Failure to honor correctly invoiced debts within 90 days may result in suspension from the programme until the matter is resolved.
- 6.4 The provision of World Class Coaching support from the BDST coaches or other coaches who have been co-opted to work with the BDST at specific supported activities/events during the training and competition season.
- 6.5 Programme management support, such as the setting of competition programmes, training programmes, and fitness programmes which for the avoidance of doubt does not put any obligation on the BDST to make any payments on the athletes behalf.
- 6.6 The provision, at no cost to the Athlete, of such competition and training clothing or other sports related equipment as the BDST may in its absolute discretion decide.
- 6.7 Access, at the sole cost of the Athlete, to any Athlete medical insurance and support schemes that the BDST may from time to time have in place.
- 6.8 Assistance in the procurement and preparation of personal competition equipment.
- 6.9 Assistance with applications for TASS or other grant applications at either a Home nation or UK level.
- 6.10 Assistance with the search for and the servicing of personal sponsors.
- 6.11 Assistance, in liaison with BDST World Class Coaching Staff, in helping to :
- (a) form a logical plan of training and competition which clearly builds towards performance enhancement in an efficient manner;
  - (b) undertake fitness/ability profiling;
  - (c) undertake annual performance reviews to agree training and competition plans;
  - (d) monitor training progress using a training diary system.
- 6.12 The BDST will use all reasonable endeavors to raise financial support for programme costs from inter alia UK Sport, TASS & TASS2012, Lottery Funding and private sponsors. Any funds raised (where permitted) will be allocated according to decisions made by the Team Management Committee, who will make such allocations in a responsible and transparent manner.

## **7. BDST'S RESPONSIBILITIES UNDER THE WCP**

- 7.1 Subject to the financial support of the Sports Councils (in amounts sufficient to enable the delivery of the services referred to in this clause) under the WCP scheme for one or more of its athletes, the BDST agrees:

- (a) to manage and operate a world class programme for the sport to the best standards achievable within the available funding with a view to implementing the standards recommended by the Sports Councils as best practice as these apply from time to time;
- (b) to consult closely with the Athlete as part of his induction to the WCP (and, for Athletes already established on the WCP, at periodic intervals thereafter) to develop an individual training and competition plan which identifies and agrees personal performance goals and support service requirements;
- (c) to work together with the Athlete to plan, monitor and review his individual training and competition plan on an ongoing basis to ensure that personal targets are set and the Athlete continues to progress towards them. The Athlete's performance level will be reviewed on a regular basis, being a minimum of at least once every 12 months;
- (d) to notify the Athlete of the acting NGB's requirements and standards of training and performance relating to the WCP as may be amended from time to time;
- (e) to provide a package of support and benefits to the members of the WCP during their respective Membership Periods as set out below. Listed at (i) to (x) below are those general benefits currently available to Athletes (note that the APA listed at (x) is provided by the Sports Councils not the NGB). The services are designed to support the athlete in delivering the performance goals agreed in the Athlete's training and competition plan referred to at Clause 5.1(c) above, therefore, the level or amount by which each Athlete is entitled to enjoy any of the benefits is determined on a case by case basis:
  - (i) Training & Competition Planning & Review;
  - (ii) Coaching Support;
  - (iii) Team Clothing & Equipment;
  - (iv) Sports Science Support;
  - (v) Medical Services;
  - (vi) Lifestyle, Career & Education Support;
  - (vii) Travel & Accommodation expenses at designated camps & events;
  - (viii) WCP Information & Advice;
  - (ix) BOA/BPA Passport Scheme;
  - (x) Athlete Personal Award funding (provided by the Sports Councils under the terms of an APA Funding Agreement).

The BDST and/or Sports Councils are entitled, in their absolute discretion, to amend the above list of benefits so that some or all of them may not be available to the Athlete under the WCP at any time.

7.2 The Governing Body has entered into an obligation with the Sports Councils as part of their overall funding arrangements to obtain adequate insurance cover with reputable insurers in respect of third party/public/employee/ legal expense/occupier's liability in

connection with any activities carried out, and/or any facilities used as part of the WCP.

7.3 Subject to any limitations on the acting NGB's funding, the acting NGB will provide such kit, equipment and performance clothing as the acting NGB shall reasonably consider is required by the Athlete in order to perform as an elite athlete in the sport. The kit etc will be of a high standard and delivered in good time to allow the Athlete to test and familiarise himself with it in advance of competition.

7.4 The NGB will provide such information and instructions as the Athlete may reasonably require to enable him to perform his obligations under this Agreement, and to publish written policies and procedures including:

- (i) WCP Eligibility Requirements;
- (ii) WCP Competition and Training Schedules;
- (iii) Selection, De-Selection & Appeals Procedures for the WCP;
- (iv) Selection, De-Selection & Appeals Procedures for British Teams;
- (v) WCP Code of Conduct;
- (vi) WCP Grievance and Disciplinary Rules and Procedures;
- (vii) Anti-Doping Rules;
- (viii) WCP Funding and Support Services Guidelines;
- (ix) WCP Sponsorship Guidelines;
- (x) WCP Injury and Health Management Guidelines; and
- (xi) Competition Rules and Regulations.

A current copy of each of the documents referred to at (i) to (xii) above constitutes the WCP Athlete Handbook and are published on the BDST Website.

7.5 The BDST will ensure that the Performance Director or some other appropriate member of the WCP staff is available at reasonable times to receive and consider any requests for advice and information, reports, applications or other matters.

7.6 The BDST will provide the Athlete with updates detailing relevant changes in the WCP or in the organisation of the BDST.

7.7 Further, the BDST agrees:

- (a) to manage its relationship with the Athlete in a manner that develops openness, honesty, mutual trust and respect, and ensures the highest professional and ethical standards from all staff;
- (b) to manage and govern all aspects of the WCP in a manner that constitutes good governance and best practice. This involves ensuring that the BDST's sports policies and procedures are regularly reviewed and if necessary enhanced to comply with current good practice;

- (c) to abide by all the sports policies and procedures adopted by the BDST;
- (d) to actively encourage and support consultation with the Athlete in policy and programme development and to ensure timely communication of any revisions with each Athlete;
- (e) not to make any public statement (whether made as part of a formal interview or not) which is detrimental to the reputation of the Athlete or otherwise derogatory or offensive. Fair comment and criticism of a sporting performance or behaviour linked to a sporting performance or some other aspect of this Agreement shall not be prohibited by this Clause. This Clause will not limit or restrict the BDST's reporting obligations to the Sports Councils.

## **8. ATHLETE'S RESPONSIBILITIES**

- 8.1 The Athlete agrees to the terms of this Agreement including the following provisions of this Clause 8.

### **Training & Competition**

- 8.2 The Athlete will develop and agree an individual training and competition plan, including any designated WCP activities, in close consultation with the Performance Director (or such person nominated by him). At the time of making the plan, the Athlete shall inform and agree with the BDST any commitments, including holiday, which might involve the Athlete being absent from BDST activities.
- 8.3 The Athlete agrees to follow the individual training and competition plan to the best of his abilities and to seek the prior consent of the Performance Director for any change in the plan or support service arrangements and/or for any other change or decision that may affect his full participation.
- 8.4 Where the Athlete engages the services of a coach who is not engaged by the BDST as part of the Programme (a "**Personal Coach**"), the Athlete agrees that he will ensure that the Personal Coach complies with the obligations undertaken by the Athlete under this Clause 8 and, further, that the Personal Coach uses his best endeavours to work with the BDST Head Coach and Team Manager to further the interests of the Programme as a whole as well as the interests of the Athlete.
- 8.4(a) Any such "Personal Coach" as referred to under para. 8.4 must be a fully paid up member of DSUK and agrees to act under the sole direction of the BDST Coach when the athlete is present and training or racing as part of the BDST.
- 8.5 The Athlete understands and agrees that selection for national trials and international competitions shall be conducted in accordance with the acting NGB selection policies and procedures.
- 8.6 The Athlete agrees to maintain a training log as required by the NGB and to submit training reports as reasonably required by the Team Manager.

### **Clothing & Equipment**

- 8.7 The Athlete agrees to wear the designated team clothing and use designated team equipment as required by the BDST whilst competing or carrying out any alpine ski racing-related activities (including any activity required of the Athlete under this Agreement) as part of the BDST or as a member of the WCP.

- 8.8 The Athlete acknowledges that team clothing and equipment supplied to the Athlete by the BDST in connection with WCP or BDST activities is owned by the BDST and is not the personal property of the Athlete. Unless otherwise agreed by the BDST, the Athlete shall forthwith return to the BDST all equipment and clothing either upon the termination of this Agreement or earlier at the request of the BDST.
- 8.9 Unless permitted to do so under any other provision of this Agreement, the Athlete agrees not to alter or amend the team clothing or equipment and not to conceal or interfere with any supplier/sponsor logo or advertising material that has been applied to it. The athlete agrees to take reasonable care of and not to cause any damage to the team clothing and equipment.
- 8.10 The Athlete agrees to support, and to obtain the support of any of their Personal Coaches and/or advisers, for any technical or innovative equipment or clothing projects which are carried out from time to time by the BDST under the WCP or otherwise; such support to be in the form of testing and/or using the equipment (including prototypes) as reasonably directed by the Performance Director and the provision of feedback and information as requested by the BDST.

#### **Fitness, Injury & Illness**

- 8.11 The athlete agrees to use his best efforts, and to work with the coaches and Team Manager, to obtain and maintain the highest possible level of health and physical fitness required for consistent training and competition as an elite international competitor in the sport and to follow the reasonable medical advice and treatment of BDST designated medical personnel and relevant attending medical physicians.
- 8.12 The Athlete understands that in the high performance sport environment a fully integrated support system involves a range of support staff working together (e.g. doctors, physiotherapists, sports scientists, coaches). This is required not only to provide quality health and injury management support to the Athlete, but also to make assessments about the Athlete's fitness to perform optimally in training and competition. For these purposes the Athlete consents to relevant details from consultations and treatments carried out by, as appropriate, a WCP Medical Officer and/or physicians designated by the BDST being released to the Team Manager and specified support staff. The Athlete understands that refusal to give consent for the release of such details will not affect his access to medical care or treatment but accepts that it may be considered in relation to selection for the WCP or representative teams. At all times, the Athlete retains the right to seek a second opinion.
- 8.13 The Athlete further understands that he may withdraw consent for the release of medical information at any time by notifying the physician carrying out the consultation and understands that only the notice of its withdrawal will be released to those specified.
- 8.14 Upon joining the WCP, and at other times as requested by the Team Manager, the Athlete shall attend interviews and/or sports science and medical tests, examinations and assessments and agrees to submit to reasonable medical tests and examinations by medical personnel designated by the BDST provided that such tests and/or examinations are to determine the Athlete's medical fitness to perform as a high performance athlete.
- 8.15 The Athlete agrees to notify the Team Manager as soon as the Athlete becomes injured or ill during an event or competition or at other times if the illness or injury interrupts the Athlete's training for [three] or more consecutive days.

- 8.16 The athlete agrees to immediately notify the Team Manager as soon as the Athlete suspects or realises that he is likely to or will be absent from any events or competitions (including organised training events) due to injury or illness. Such notification shall (if required by the Team Manager) include a written explanation from or on behalf of the Athlete, together with copies of any medical report(s) dealing with the injury or illness which the Athlete may have obtained.
- 8.17 The Athlete understands and accepts that the sport carries a risk of physical injury and the Athlete agrees to take all reasonable care to avoid causing harm to himself and others.
- 8.18 BDST through its staff will maintain regular contact with an injured BDST athlete, and where appropriate liaise with the appropriate attending rehabilitation professionals.
- 8.19 The Athlete agrees that all medical cost incurred are his or her responsibility.
- 8.20 The Athlete agrees that prior to returning to a training status with the BDST, they shall supply the BDST with a letter from their doctor stating their fitness to return to training. This letter shall not be taken as binding upon the BDST however, and the Athlete agrees that, where required, they shall make themselves available for medical examination by a Doctor nominated/chosen by the BDST.
- 8.21 The Athlete agrees that once an Athlete has been declared fit under section 8.20 to return to off slope training, they shall engage with the BDST fitness and monitoring programmes.
- 8.22 The Athlete agrees that the results of the fitness testing and monitoring programmes shall be used in two ways by the management of the BDST: (a) to determine when an athlete on injury status may return to an on slope training and competition status; and (b) to make or inform the selection decisions taken by the BDST for membership of the World Cup and European Cup teams and the development squads of the BDST and for specific races and events.
- 8.23 The Athlete acknowledges that in the case of a failure to comply with the request for attending fitness monitoring and testing sessions as stipulated, the athlete shall not be eligible for selection.

### **World Class Conduct (Standards of Behaviour & Attitude)**

- 8.24 The Athlete recognises that, as an elite competitor within the BDST and/or the WCP, his behaviour will reflect on the acting NGB and the sport. Accordingly, the Athlete agrees to conduct himself in a proper manner at all times while participating in WCP activities. Further, the Athlete agrees that for the duration of the Membership Period he will:
- (a) make a positive commitment to supporting and achieving the aims and objectives of the WCP;
  - (b) accept and abide by all the sports policies and procedures currently adopted in relation to membership of the BDST and the WCP, including this Agreement;
  - (c) conduct himself at all times when training, competing or on duty as a member of the British Team in a correct and proper manner that does not bring the BDST, the sport, any Commercial Partner or the Athlete himself into disrepute;

- (d) project a favourable and positive image of the sport and the lottery programmes by adopting high standards of behaviour and appropriate dress standards when carrying out duties in relation to the WCP;
- (e) behave reasonably and in a manner that shows proper respect for other athletes and colleagues in the sport and other athletes when training, competing or residing in a multi-sport environment (such as in the Athletes' Village at Paralympic Games);
- (f) refrain from the excessive consumption of alcohol at all times and, refrain from the consumption of any alcohol during all major championship and international events, except with the express prior permission of the Performance Director
- (g) keep the BDST informed of any change of circumstances that may affect the Athlete's or any other BDST member's ability to train or compete to the high standards required by this Agreement; and
- (h) keep the BDST informed of any changes to the Athlete's personal circumstances, such as any change of permanent residential address and, in respect of periods when the Athlete is outside the country training or competing, any temporary overseas address.

#### **Specific on Slope Obligations**

- 8.25 The Athlete agrees to abide by the Skier Responsibility Code when on slope.
- 8.26 The Athlete will at all times obey directions given to him/herself by the Coaching Staff and will behave responsibly both in and out of the race course.
- 8.27 The Athlete, when training or racing under the specific guidance of BDST Coaching staff, shall not receive any private training from a personal coach.
- 8.28 Where the Athlete is assisted by a helper/ski buddy, then the buddy must also obey directions as given to him/herself by BDST coaching staff. The ski buddy, when attending events for which BDST have provided support, must be a current paid-up member of DSUK

#### **Anti-Doping**

- 8.29 The BDST is committed to drug-free sport and through the FIS has agreed to comply with the provisions of the World Anti-Doping Code. Additionally the BDST recognises UK Sport as the United Kingdom's National Anti-Doping Organisation (as that term is defined in the World Anti-Doping Code) and has entered into agreements with UK Sport on the actions to be taken in respect of WCP (and other funded) athletes who are suspected or convicted of a doping offence. It is the individual responsibility of each Athlete to ensure he is familiar with, and to comply with, all the applicable provisions of the BDST with regard to anti-doping as set out in Appendix B, and the UK National Anti-Doping Policy and the World Anti Doping Code (together the "**Anti-Doping Rules**").
- 8.30 The Athlete hereby agrees that all the rights and benefits provided to him under this Agreement, including funding from the Sports Councils under an Athlete Personal Award (or equivalent), are conditional on the Athlete being and remaining drug-free. Therefore, if at any time the Athlete is found to have committed a doping offence for which a period of ineligibility is imposed, the BDST and the appropriate Sports Council will have the right to repayment of sums paid to, or spent on, the Athlete by either the BDST or any of the Sports Councils.

- 8.31 The BDST and the Sports Councils are available to provide help, assistance and guidance on any aspect of the Anti-Doping Rules. Information is available on the UK Sport website, currently [www.100percentme.co.uk](http://www.100percentme.co.uk), and also in the Athlete Handbook.
- 8.32 The Athlete must ensure that:
- (a) any medication or substance taken in any form does not contain any substance prohibited for use by the Anti-Doping Rules;
  - (b) he neither possesses, supplies, nor uses illegal or prohibited drugs or techniques;
  - (c) he ensures that the BDST is fully informed of any and all drug-related offences in which he may be involved;
  - (d) he is available for testing in accordance with the Anti-Doping Rules;
  - (e) he ensures that the BDST and UK Sport are aware of his whereabouts at all times for the purposes of out of competition testing in accordance with the Anti-Doping Rules;
  - (f) he ensures that any therapeutic use or other permitted medication exemptions are fully documented prior to use as laid out in the Anti-Doping Rules; and
  - (g) he supports drug-free and ethical practices and, as reasonably required by the BDST, he participates in educational programmes in relation to doping control and related matters.

The provisions of this Clause 8.32 are in addition to and are in no way intended to limit the scope of the obligations set out in the Anti-Doping Rules, nor to set out in any comprehensive way the scope of the Anti-Doping Rules.

- 8.33 Where it is determined that the Athlete has a case to answer for breach of the Anti-Doping Rules or of the applicable anti-doping rules of another Anti-Doping Organisation, the BDST shall immediately notify UK Sport which shall in turn notify any relevant Home Country Sports Council and will forthwith suspend any direct funding and all other support to the Athlete (including any WCP support services or other benefits conferred on the Athlete under this Agreement, unless otherwise agreed) pending final determination of the case. In this event the Sports Councils will also suspend all funding and support.
- 8.34 If it is finally determined that the Athlete has not committed an offence or if it is determined that an offence has been committed but no period of Ineligibility (as that term is defined in the World Anti-Doping Code) has been imposed then any suspended payments shall be remitted to the Athlete as soon as possible (without payment of interest or other compensation for delayed payment) and the BDST shall reinstate access for the Athlete to the benefits of membership of the WCP as set out in this Agreement.
- 8.35 If, however, it is determined that the Athlete has committed an offence and a period of Ineligibility is imposed for that offence, then the suspended payments shall be treated as forfeited by the Athlete and will be retained by the BDST and applicable Sports Council (as appropriate) and access for the Athlete to the WCP services (or any other athlete support services) shall not be reinstated unless and until authorised by the applicable Sports Councils. In addition, the applicable Sports Councils shall be entitled to repayment from the Athlete, on demand, of all or part only (as the Sports Council shall in its discretion determine) of any funding provided to the Athlete by the Sports Councils, either directly or via the governing body, during the period when the

offence was being committed.

### **Branding, Use of Image & Media Work**

- 8.36 The Athlete agrees to engage in a maximum of 20 full days of Appearances in any year of the Membership Period, to include 3 days in support of the UK Sport Lottery Funded Programmes. This obligation shall apply to the whole of any year in which the Athlete was a member of the WCP, even where his membership has terminated at some point during the year. Attendance at an Appearance shall be calculated in half-day units of not more than four hours each. The Athlete shall make these attendances where reasonably requested to do so by the BDST or UK Sport, except when to do so would clearly conflict with or otherwise impair the performance of his other obligations under this Agreement, in particular as to training and competition.
- 8.37 Where attendance at an Appearance reasonably requires travel by the Athlete, any time directly incurred by the Athlete in travelling to or from the Appearance shall be included in determining the Athlete's total attendance at the Appearance for the purpose of Clause 8.36.
- 8.38 The BDST shall pay or promptly reimburse (subject to the Athlete providing satisfactory receipts or invoices) the Athlete's reasonable travel and other expenses incurred in fulfilling the obligations at Clause 8.36 in line with the acting NGB's policy on expenses from time to time.
- 8.39 Subject to Clauses 8.40 and 8.41, the Athlete agrees to allow the BDST, the Sports Councils and the Commercial Partners use of the Athlete's name, image, likeness, performance and appearance in events or activities (including photographs, film and recordings of the Athlete's performance and appearance) (together the "**Athlete's Image**"). No use is permitted under this Clause 8.39 whatsoever by any party if such use would be detrimental to the reputation of the Athlete or otherwise derogatory or offensive.
- 8.40 For the purposes of Clause 8.39 (and subject to any other commercial agreements operating within the sport or entered into with the Athlete), the BDST and the Sports Councils will be entitled to make use of the Athlete's Image in connection with the promotion, publicity or explanation of (including of the functions and benefits of) the WCP, the National Lottery (including the Sports Council's function as distributor of Lottery Funds) and BDST and DSUK-related publicity. The acting NGB will also be entitled to use the Athlete's Image for archive and historical record purposes. Use by the BDST, the acting NGB and the Sports Councils will be permitted both during and after the termination of this Agreement.
- 8.41 For the purposes of Clause 8.39 (and subject to any other commercial agreements operating within the sport or entered into with the Athlete), the Commercial Partners will only be entitled to make use of the Athlete's Image for reasonable promotional and publicity purposes during the terms of their respective agreements with the BDST and then only for the purposes of advertising their association with the BDST and/or WCP (and not specifically the Athlete). Such use by any Commercial Partner will not suggest that the Athlete endorses a particular product or service of the Commercial Partner or otherwise. Where a Commercial Partner wishes to use the Athlete's Image, it will ensure that at least two other Athletes on the WCP (or another sport's WCP, or other top class sportsmen or women) are shown in the same promotion with roughly equal prominence. Upon the Athlete ceasing to be a member of the BDST or the WCP, as appropriate, the Commercial Partners will cease using the Athletes

Image at the end of the term of the agreement in force at the date of termination of the Athlete's respective BDST or WCP membership, and shall not be entitled to make use of that Athletes Image under any extended or renewed agreement.

- 8.42 The Athlete consents to his performance being filmed and recorded by or on behalf of the BDST whilst the Athlete is training, competing or otherwise carrying out any activity as part of the British Team or as a member of the WCP. The Athlete expressly agrees that these films and all rights therein will be the property of the BDST and may be used by the BDST only for training and coaching purposes and/or purposes consistent with those laid out in respect of the acting NGB in Clause 8.39 above.
- 8.43 The Athlete agrees not to wear, display, incorporate or promote any logo, device or promotional wording of a third party which conflicts or competes with any products or services of a Commercial Partner, nor make use of any sponsored goods supplied by any third party which conflicts or competes with the products or services of a Commercial Partner without the prior written approval of the BDST. The BDST will carefully consider requests for permission under this clause and will recognise the legitimate right of the Athlete to engage in commercial activity for his own benefit, amongst other things the BDST will need to establish whether a genuine conflict or competition exists, and it may be for instance that a company in the same product category but operating on a purely local basis does not 'compete' with a Commercial Partner who operates nationally and/or internationally.
- 8.44 The Athlete agrees:
- a) to allow the BDST the right to use all the 300cm<sup>2</sup> as laid down by IPCAS for commercial markings on competition clothing and over suits (where provided);
  - b) to comply with the IPCAS rules concerning commercial markings on clothing and equipment, to assist and co-operate with the BDST and any Commercial Partners of the BDST and to comply with all reasonable requests by the BDST in assisting BDST Commercial Partners, to maximise the promotional benefits from their sponsorship, subject to such obligations being reasonable and in any event not interfering with the Athlete's programme;
  - c) to grant consent, subject to any contracts already entered into and notified to the BDST by the Athlete, to Commercial Partners to use his or her image within a Team context, as defined by this agreement, for that partner's own commercial advertising and promotion on the condition that such use will not be derogatory or damaging to the image of the Athlete or the BDST or be contrary to the rules of FIS. The BDST retains the right to seek the athlete's permission, on behalf of a partner, to use their image on an individual basis;
  - d) to make him/herself available for reasonable promotional activities, but only on such number of occasions as is reasonable, organised by BDST Partners, provided that it does not affect his/her training and competition programme, and provided that the Athlete's reasonable expenses are met;
  - e) to only enter into contracts for personal sponsorship with competitors of Commercial Partners after the Commercial Partner has been given the opportunity to match his opponents offer. Initial contact with Official Team Sponsor in this regard must be directed through Disability Snowsport UK in the first instance.

- 8.45 For the safety of the Athlete the BDST reserves the right to prohibit the use of any item of protective equipment or headgear, which clearly may be inappropriate for competitive skiing.
- 8.46 Given the Commercial Partner exposure required on Competition clothing and outerwear, athletes may not enter into individual agreements with alternative skiwear manufacturers where the team has already agreed, or is in the process of agreeing a contract, with a particular skiwear manufacturer.
- 8.47 The Athlete agrees that when a Commercial Partner is an Official Team Supplier, for a specific category of clothing or equipment, he or she will exclusively, subject to any contracts already entered into and notified to the BDST by the Athlete, use the Official Team Supplier's equipment or clothing, when training and competing with the BDST. Should potential personal endorsement opportunities arise with a close competitor of the Official Team Supplier, the Athlete must first offer matching rights to the existing Official Team Supplier. Initial contact with the Official Team Supplier must be made through the BDST, in the first instance.
- 8.48 Where clothing or equipment has been supplied by an Official Team Supplier, the Athlete agrees to report problems with his or her clothing or equipment immediately to the coach, or an official of the BDST so that they can be remedied where practicable.
- 8.49 The Athlete agrees to assist and co-operate with the BDST any Official Team Suppliers and or other Commercial Partners which it might have and comply with all reasonable requests by the BDST in assisting the BDST Team Suppliers to maximise the promotional benefits from their sponsorship subject to such obligations being reasonable and in any event not interfering with the Athlete's programme.
- 8.50 The Athlete agrees to obtain the prior written consent of the Performance Director before entering into any agreements which would involve the Athlete working in any media capacity whatsoever in any period leading up to, during or after a major competition, whether as a print journalist, on the radio or television or by providing exclusive interviews or diaries or columns.
- 8.51 The Athlete agrees not to make any public statement (whether made as part of a formal interview or not) which is derogatory of the BDST, DSUK, the WCP or any of the bodies working to promote high performance sport in the UK, nor to make any public statement which constitutes a "personal attack" upon another sporting competitor. Fair comment upon a fellow competitor made without the use of offensive language where the substance of the comment is known (or can be shown) to be true will not constitute a "personal attack" for the purpose of this Agreement. At an event or competition (including any organised WCP event) the Athlete shall attend any British Team press interview which is reasonably required before engaging in any activity in support of a personal commercial partner or sponsor. This obligation shall apply for a reasonable period before and after the event or competition.
- 8.52 The Athlete agrees to give prior notification to the Performance Director or Team Manager before engaging in or undertaking any media or press activity designed to (or having the effect of) promoting a personal sponsor of the Athlete.

### **Individual Athlete Sponsorship and Endorsement**

- 8.53 The BDST is bound by and obliged to comply with the FIS and IPCAS rules concerning individual sponsorships.
- 8.54 The BDST will allow the 50cm<sup>2</sup> available by FIS/IPCAS for helmet and headwear for advertising to be used by BDST members for individual athlete sponsorship. The 50cm<sup>2</sup> may be split into two equal and identical parts.
- 8.55 The BDST reserves the right to restrict all forms of individual athlete sponsorship and endorsements from Partners whose product categories conflict with existing BDST Commercial Partners, where matching rights have not been properly sought.
- 8.56 The BDST shall keep confidential the financial details of individual athlete sponsorship agreements and will not make any disclosure of such details without first obtaining the consent of the Athlete in writing.
- 8.57 As a member of one of the Race Teams or the Development Squad of the BDST the Athlete agrees to the following:
- a) In order to ensure that all agreements the Athlete enters into are in the Athlete's best interests and to protect the reputation of the BDST, the Athlete must inform the BDST and seek its approval, such approval not to be unreasonably withheld or delayed, prior to signing or having an agent sign on his or her behalf any individual sponsorship or endorsement contract;
  - b) The BDST may, subject to any contracts already entered into and notified to the BDST by the Athlete, grant limited exclusivity to a Commercial Partner. The Athlete may only enter into individual sponsorship and endorsement agreements with competitive corporations, products or services, where matching rights have been properly sought from and rejected by the Official Partner or Official Team Supplier. Irrespective of personal endorsements, the Athlete will be obliged to grant rights in respect of his/her image when such an image is used in a Team context.
  - c) To comply with the FIS/IPCAS rules concerning commercial markings on clothing and equipment the Athlete will not at any time, subject to any contracts already entered into and notified to the BDST by the Athlete, endorse products whose product categories directly conflict with Commercial Partners, unless the Athlete has first offered the Commercial Partner and such Commercial Partner has declined such an offer or has not accepted such an offer within a reasonable period from the offer being made to the Athlete

## **Financial**

- 8.58 The Athlete accepts sole responsibility for managing his personal financial and tax affairs, including the payment of any tax which might arise on the funding made available to the Athlete as part of the WCP and/or the provision by the Sports Councils of the Athlete Personal Award or of any other funding obtained on behalf of the Athlete.
- 8.59 The Athlete acknowledges that neither the BDST nor the Sports Councils have made any deduction from any amounts awarded to the Athlete in respect of income tax or national insurance contributions. The Athlete may be liable to pay income tax and national insurance on such funding depending on whether or not the Athlete is deemed to be a "professional" athlete. For these purposes, "professional" is not the same as "full time" and will depend on whether there is an identifiable business being conducted by the Athlete through his sport. UK Sport has taken advice on this subject and information is available from them should the Athlete require it.
- 8.60 The Athlete hereby agrees to pay to the BDST an amount equal to the amount of any payments which the BDST may be obliged to make in respect of income tax and/or

national insurance arising out of the payment of grants, or the provision of services and other benefits, to the Athlete. This Clause 8.60 will not apply where the obligation to make a payment arises as a result of some fault of the BDST, including a misinterpretation of the applicable taxation rules.

## **Insurance**

- 8.61 The Athlete agrees that it is his or her responsibility to ensure that he or she has adequate personal insurance. This should include the following:
- a) Medical Expenses to cover the costs for emergency treatment outside of the UK, and repatriation up to £1,000,000.
  - b) Liability Insurance to cover second or third party negligence to a limit of £5,000,000.  
Detail of these policies must be made available for inspection by the BDST if called for.
- 8.62 The BDST will use all reasonable endeavours to arrange insurance cover for the 2010/2011 season, at competitive/part sponsored rate unless the Athlete informs the BDST that he or she has an alternative scheme in place. If this is the case then he or she will provide the BDST with a copy or proof of any other policy.
- 8.63 The Athlete agrees to follow specific detailed procedures for claims administration.
- 8.64 The Athlete agrees that personal disability insurance and/or income replacement coverage is his or her sole responsibility.
- 8.65 The BDST strongly advises British Team members to carry private personal accident insurance for non ski-related injuries.

## **9. CONFIDENTIALITY & DATA PROTECTION**

### **Confidentiality**

- 9.1 The Parties will maintain the Athlete Confidential Information and the BDST Confidential Information as confidential at all times (both during and after the termination of this Agreement), and neither Party shall at any time (directly or indirectly) use for itself, or use to the detriment of the other Party or disclose or permit to be disclosed to any person any Confidential Information except:
- (a) to its professional advisers;
  - (b) as required by law;
  - (c) as is already or becomes public knowledge, otherwise than as a result of a breach by the Party disclosing or using that Confidential Information, of any provision of this Agreement;
  - (d) as authorised in writing by the other Party; or
  - (e) to the extent reasonably required by this Agreement.

## Return of Records

- 9.2 When requested by the other Party in writing, each Party will as soon as reasonably possible return to that other Party all records previously exchanged (of whatever type) containing any Confidential Information which is then in its possession or under its control.

## Data Protection

- 9.3 The Athlete acknowledges that all personal information (including “sensitive” personal information relating to race or ethnic origin, physical or mental health, and other matters covered by the data protection legislation) provided by him or gathered whilst a member of the BDST for the purposes of the BDST may be stored electronically or otherwise, and processed for the purposes of and in connection with the BDST by employees, agents and contractors of the BDST in accordance with current data protection legislation, guidelines and practices.

## 10. INTELLECTUAL PROPERTY

### Intellectual Property

- 10.1 The BDST warrants and the Athlete acknowledges that the Intellectual Property and all rights in, attaching to or relating to the WCP, its other programmes, events, initiatives and marketing and promotional materials is owned by the BDST and that the Athlete will not make use of such Intellectual Property, except where permitted or required to do so in accordance with his obligations under this Agreement. The Athlete agrees that he will not use the Trade Marks of the BDST or the Commercial Partners in conjunction with any personal commercial arrangements of the Athlete without the prior written approval of the BDST (which shall not be unreasonably withheld or delayed).

### Developed Intellectual Property

- 10.2 If, at any time during the Membership Period, the Athlete develops any new technology or process with regard to any equipment, training or competition analysis, or other matter, which provides (or may provide) a sport performance benefit and this technology or process is discovered or developed substantially as a result of the performance of his obligations under this Agreement and/or relating to the BDST or the WCP (the “**Developed IP**”), the Developed IP shall vest in the BDST by way of assignment. The Athlete hereby assigns all rights, title and interest that he may have in relation to the Developed IP to the BDST absolutely.

## 11. MANAGING DIFFERENCES

- 11.1 Any complaints, differences or disputes which may arise between the Parties concerning or arising out of or in relation to this Agreement, the application of any of the ancillary policies and procedures or the Athlete’s membership of the BDST and/or the WCP (in each case, a “**Dispute**”) shall be dealt with under the procedures set out in the BDST’s Disciplinary Guidelines and Procedures as set out in Appendix C.
- 11.2 The Parties acknowledge the importance of dealing with Disputes openly, honestly and fairly as soon as they arise and each of the Parties agrees to notify the other of the full details of any Dispute at the earliest possible opportunity.
- 11.3 The BDST agrees to appoint an appropriate person, whether or not employed by the BDST, to take initial responsibility for the conduct of the Dispute. In doing so, the

BDST acknowledges the importance of involving someone who is sufficiently removed from the issues in dispute to take a fair and objective view.

## **12. TERMINATION & SUSPENSION**

### **Termination and Suspension from the WCP**

12.1 Continued membership of the WCP and the Athlete's funding from the WCP will normally be dependent upon:

- (a) continued funding of the WCP by the Sports Council Lottery Funds;
- (b) satisfactory performance by the Athlete; and
- (c) conformance with programmes, reporting requirements, policies, procedures and reasonable requests of the NGB.

12.2 The BDST will conduct regular reviews, in which it will take into account the above (and any other relevant) factors, in order to determine whether to continue, suspend or terminate an Athlete's membership of the BDST. Membership may be suspended or terminated as a consequence of disciplinary process properly conducted under the applicable policy or for performance related reasons. In the latter case the BDST will ensure (as a minimum) that the Athlete is given early warning of the possibility of removal from the WCP and information on the steps or results reasonably required of the Athlete which would secure the Athlete's continued membership of the WCP. The Athlete will be given sufficient time following notification for the necessary improvement to be made (in the case of a performance related decision) and for the BDST to have time to reasonably make an assessment. In all cases where membership is terminated, membership will terminate three months after the date of the termination notice, and all such decisions will be capable of appeal under the applicable appeals policy.

### **Termination for Cause**

12.3 In addition to any other right of termination or remedy conferred on the BDST under this Agreement or under the applicable Disciplinary Policy, the BDST may, at its absolute discretion, terminate or suspend this Agreement and the Athlete's membership of the WCP and/or the BDST at any time and with immediate effect by written notice to the Athlete if:

- (a) the Athlete, in accepting membership of the WCP, has made a declaration that is untrue;
- (b) it is proved that the Athlete has seriously misled UK Sport (or any other Sports Council) or the BDST in applying for any programme award or lottery award;
- (c) the Athlete is found guilty under the rules and procedures of the BDST relating to doping matters (a copy of which is available on the Website) for which a period of Ineligibility has been imposed and/or any other Anti-Doping Rules; or
- (d) the Athlete has, as a result of disciplinary proceedings as set out under the BDST

Disciplinary Guidelines and Procedures, been judged to have committed a sufficiently serious offence to merit his/her exclusion from membership of the BDST.

### **Athlete's Termination of WCP/BDST Membership**

- 12.4 The Athlete shall be entitled to terminate his membership of the WCP and/or the BDST at any time subject to discussing his intentions with the Performance Director beforehand and thereafter giving written notice to the Performance Director.
- 12.5 Where terminated by the Athlete, this Agreement will cease to apply to the Athlete immediately upon acceptance of termination of his membership of the WCP/BDST membership by the NGB.

### **Consequences of Termination**

- 12.6 On termination of the Athlete's membership of the WCP and/or BDST membership for any reason:
- (a) such termination will be without prejudice to either Party's rights and remedies in respect of any breach of this Agreement by the other Party, where the breach occurred before the date of termination;
  - (b) the Athlete shall immediately cease to be a member of the WCP and/or the BDST respectively;
  - (c) the Athlete shall immediately refund to the BDST (without set-off or deduction) that proportion of the BDST funding/programme awards which the Athlete is already in receipt of and which is intended by the BDST to relate to any period of time running after the date of termination; and
  - (d) the Athlete will deliver up to the BDST or make available for collection (as required by the BDST) all the property or information (including BDST Confidential Information) which was provided or made available to the Athlete under this agreement (and in the case of BDST Confidential Information destroy or delete the same from any computer or other information storage device).

## **13. ORGANISATION**

- 13.1 The BDST operates under the direct authority of the Team Management Committee, who are in turn accountable to the Chief Executive of DSUK.
- 13.2 The Athlete agrees to use the proper communication channels in his or her day to day dealings with BDST staff, his or her first contact should be through the coach, then through the Team Manager, the Performance Director or the Chief Executive depending on the concerns.
- 13.3 The Athlete agrees to contact the athlete's representative for issues that the Athlete may wish to raise at DSUK Board level.
- 13.4 The Athlete agrees not to contract for services, authorise expenditure nor make any other form of financial commitment of BDST funds without the consent of the Team Manager.

#### **14. JURISDICTION**

- 14.1 If any dispute or difference arises between the parties to this Agreement in relation to its provisions, application, interpretation, or otherwise the parties agree that they will:
- a) first use their best endeavours to resolve the dispute by agreement and/or in accordance with any applicable procedures of rules established by the BDST; and
  - b) second, if agreement cannot be reasonably and promptly reached and/or if the dispute remains unresolved, submit the dispute for exclusive, final and binding determination to the Sports Dispute Resolution Panel (SDRP). The Athlete agrees to undertake and to execute in good faith any decision of the SDRP.

#### **15. MINORS (THOSE AGED UNDER 18)**

- 15.1 If the Athlete is under 18 years of age the Athlete agrees that this Agreement is for his or her benefit and that his or her participation in the relevant Race Team/Development Squad and his or her ability to receive the benefits under this Agreement are conditional on his or her parents or guardians signing the acknowledgement in Schedule 1 of the Agreement.
- 15.2 DSUK has produced a document relating to the protection of children and vulnerable adults entitled "KEEPING PEOPLE SAFE - A GUIDE TO THE WELFARE OF CHILDREN AND VULNERABLE ADULTS". This document sets out the policies of DSUK regarding these matters and is adopted by BDST and incorporated herein. A copy of the document is available from DSUK or BDST on request.

#### **16. FINANCIAL GUARANTOR**

- 16.1 If the athlete is under 21 years of age it is mandatory that a financial guarantor is in place to ensure the self funding elements of the athletes programmes are met.
- 16.2 Should any amount be outstanding from an athlete for a period in excess of 90 days the amount outstanding will be sought from the guarantor.

#### **17. GENERAL**

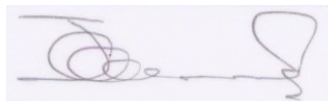
- 17.1 Both the BDST and the Athlete agree to comply with the rules, policies and procedures of the IPC, the BPA and the FIS as adopted, varied and amended from time to time.
- 17.2 In respect of:
- (a) the waiver of medical confidentiality granted at Clauses 8.12 granted in favour of any doctor or physician disclosing otherwise confidential information, the Contracts (Rights of Third Parties) Act 1999 will apply to confer a right of enforcement on the doctors or other physicians;]
  - (b) the rights to use the Athlete's Image granted in favour of the Sports Councils and the Commercial Partners pursuant to Clauses 8.35, 8.36 and 8.37 the Contracts (Rights of Third Parties) Act 1999 will apply to confer a right of enforcement on the Sports Councils (or any of them) and Commercial Partners respectively; and
  - (c) rights relating to Anti-Doping matters granted in favour of the Sports Councils or any of them at Clauses 8.25 to 8.31, the Contracts (Rights of Third Parties) Act 1999 will apply to confer a right of enforcement on the Sports Councils or any of them.



- 17.3 Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a court of competent jurisdiction then the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.
- 17.4 This Agreement is governed by the laws of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first above-written.

The Athlete named below is/is not [delete where applicable] hereby to be bound to membership of the WCP by signing this agreement



**SIGNED** for and on behalf of  
**The British Disabled Ski Team**  
by: Jeremy Wood, Performance Director

### **Athlete Declaration**

By signing below the Athlete confirms that:

1. I agree to become a member of the BDST and, where applicable (see above) the WCP;
2. I have had the opportunity to take advice on the contents of this Agreement understand my entitlements and obligations as a member of the BDST and [where applicable] the WCP and agree to abide by them;
3. save in respect of agreements which have been disclosed to the BDST and agreed by them prior to the execution of this Agreement (a list of which is attached to this Agreement), I have not entered into any other agreement or contract or have any other restriction that might prevent or materially impede my full participation in the BDST/WCP or that could conflict with my membership of the BDST , the WCP or with any of the provisions of this Agreement;
4. I will use my best endeavours to comply with this Agreement at all times and further understand and agree that any non-compliance on my part may well result in my becoming ineligible for further participation in the WCP; and
5. My DSUK membership number is \_\_\_\_\_.

Signed by:

\_\_\_\_\_  
Signature (Athlete)

\_\_\_\_\_  
Print Athlete Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Date

(or parent/guardian, or person with parental responsibility, if Athlete is under the age of 18)

Relationship to the Athlete: \_\_\_\_\_

## SCHEDULE 1

### Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:
- (a) “**Appearance**” means, in connection with the obligations of the Athlete hereunder, an appearance, promotion, meeting, photo shoot, interview, filming or other event which the Athlete attends at the request of the NGB with the dominant purpose of promoting the NGB, one or more of the Commercial Partners, the Sports Councils or the sport;
  - (b) “**Athlete Confidential Information**” means all information (not already in the public domain other than as a result of a breach of an obligation of confidentiality) communicated by the Athlete pursuant to his membership of the WCP which is clearly by its nature confidential, including (but not limited to) any personal information or data about the Athlete, any information or data concerning the Athlete’s fitness and medical condition (including any reports on the same from any doctor or other physician) and any financial information (other than public information such as programme grants and funding);
  - (c) “**BPA**” means the British Paralympic Association;
  - (d) “**British Team**” means the team which is selected by the BDST as the national representative team for the sport in any international competition; or, in the case of the Paralympic Games, is nominated by the BDST and selected to represent Great Britain by the BPA;]<sup>2</sup>
  - (e) “**Commercial Partners**” means those sponsors, licensees, supporters, official suppliers and any other commercial entity providing financial and/or technical support or goods and/or services directly or indirectly to the BDST from time to time during the Membership Period in consideration of publicity, rights of association or other commercial benefit to them (other than for consideration of payment in full of the retail cash value of the goods or services supplied); an up to date list of the Commercial Partners from time to time will be available on the Website;
  - (f) “**Confidential Information**” means Athlete Confidential Information and/or BDST Confidential Information, as applicable;
  - (g) “**Intellectual Property**” means the Trade Marks, other trade marks (including logos and trade dress), domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, NGB Confidential Information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same;
  - (h) “**Membership Period**” means the period of time during which the Athlete is a member of the BDST or the WCP in accordance with the provisions of this Agreement;
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- (i) “**BDST Confidential Information**” means any information or data (not already in the public domain other than as a result of a breach of an obligation of confidentiality):
- (i) which directly or indirectly relates to financial information, accounts or marketing plans of the acting NGB, including information about Commercial Partners and potential future Commercial Partners and general market opportunities for the sport, which have come to the knowledge of the Athlete as a result of his membership of the WCP;
  - (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of the acting NGB;
  - (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of the acting NGB and/or the WCP, including any information relating to the construction and use of specialised equipment and the evaluation of the training loads and physical responses of Athletes;
  - (iv) relating directly or indirectly to the contents of the WCP, the One Stop Plan or Whole Sport Plan of the acting NGB, including all documentation relating to the development of support services and any or all drawings, plans, specifications and technical information relating to the same; or
  - (v) relating directly or indirectly to the acting NGB and/or the WCP which is clearly by its nature confidential or which was communicated by the NGB to the Athlete on the express or implied condition that it would remain confidential between them;
- (j) “**Parties**” or “**Party**” means the parties or a party to this Agreement, as the context requires;
- (k) “**Performance Director**” means the performance director of the acting NGB from time to time or his appointed representative;
- (l) “**Sports Councils**” means the UK Sports Council and the Home Country Sports Councils namely Sport England, Sport Scotland, the Sports Council for Wales and the Sports Council for Northern Ireland, together being the distributors of the Lottery Sports Fund;
- (m) “**Summer Games**” means the Olympic and Paralympic Summer Games held once every four years; and references to the Summer Games shall mean the forthcoming Summer Games from time to time, which at the date of this Agreement are due to be held in Beijing in 2008;
- (n) “**Trade Marks**” means the registered trade marks of the acting NGB and those trade marks for which an application for registration is pending (in any registry in the world) which are set out in Schedule 2 to this Agreement or which are adopted and used by the NGB after the date hereof; and
- (o) “**WCP**” means the lottery-funded World Class Programme established to promote high-level competitive adaptive alpine ski racing with the object of winning medals at the Games and other major international championships and competitions.

1.2 In this Agreement, unless the context indicates otherwise:

- (a) where a Party agrees not to do something this includes an obligation not to permit or

cause that thing to be done indirectly by another person;

- (b) references to “him” or “his” shall include “her” and “hers”;
- (c) references to the “sport” shall mean the sport of [*name of sport*] in all its various forms and disciplines;
- (d) where any Clause provides for the Athlete’s or the acting NGB’s consent or approval to be obtained by the other, neither shall be entitled to unreasonably withhold or unnecessarily delay such consent. In the case of the acting NGB, withholding consent would be reasonable where (amongst other things) in the honest and genuine opinion of the NGB the giving of consent would have a detrimental effect on the performance of the Athlete or on the functioning of the WCP (including a detrimental effect on the relationship of the NGB with its Commercial Partners);
- (e) the BOA’s Bye-Law on “Eligibility for Membership of Team GB of Persons Found Guilty of a Doping Offence” broadly provides that where an athlete has been guilty of a Doping Offence (as defined therein) he will not be eligible to compete for Great Britain in the Games even after he has served the period of suspension (or suffered any other punishment) laid down in respect of the Doping Offence. There is an appeal mechanism laid out in the Bye-Law;
- (f) the policies and procedures concerning such matters as Selection, Selection Appeals, Discipline and Child Protection contained in the [WCP Athlete Handbook] [on the Website] are binding on the Athlete and the acting NGB and are deemed to be incorporated into this Agreement; and
- (g) this Agreement shall not be construed or interpreted by reference to any guidance notes published from time to time.