



## UNIVERSITY SPORT NEW ZEALAND

### WORLD UNIVERSITY WINTER GAMES (Winter Universiade)

*Torino, Italy - 17-27 January 2007*

#### NEW ZEALAND TEAM MEMBER'S AGREEMENT

**BETWEEN** University Sport New Zealand ("USNZ")

**AND** \_\_\_\_\_ ("the Athlete")

**OF** \_\_\_\_\_ ("the University")

#### RECITALS

- A. The 2007 World University Winter Games ("the Universiade") will take place in Torino, Italy between 17 and 27 January 2007.
- B. USNZ is the body recognised by the Federation Internationale du Sport Universitaire ("FISU") as responsible for the selection, accreditation and participation of representatives (competitors and officials) from New Zealand in the Universiade.
- C. USNZ has selected the Athlete as a member of the New Zealand delegation ("the Team") for the Universiade.

#### OPERATIVE PART

In consideration of USNZ's selection of the Athlete to participate in the Universiade, the parties agree that such participation shall be on the following terms and conditions.

#### 1. TERM

- 1.1 This Agreement shall commence on the date of the Athlete's departure on the Team's flight to the Universiade or if the Athlete does not depart on a team flight, on the Athlete's arrival in the Universiade Village, and shall remain in force until the Team is disbanded after the Universiade, or until the Athlete is officially released from the Team for any reason whatsoever.

## **2. ATHLETE OBLIGATIONS**

- 2.1 The Athlete warrants that he/she:
- 2.1.1 Is within the terms of eligibility as defined by FISU and advertised by USNZ;
  - 2.1.2 Is within the age criteria specified by FISU;
  - 2.1.3 Is not suffering any physical or mental injury, condition or illness that may prevent him/her from participating appropriately in the Universiade;
  - 2.1.4 Has declared to USNZ any criminal convictions he/she has or criminal charges he/she has pending where the maximum penalty for that conviction or charge is a term of imprisonment;
- 2.2 The Athlete will conduct him/herself in a sportsmanlike manner, and respect fellow athletes, coaches, managers and officials both within the Team and in others nations' teams;
- 2.3 The Athlete will remain under the exclusive control, management and direction of the Chef de Mission ("CM") of the Team or any person appointed by USNZ to exercise the functions of a CM.
- 2.4 The Athlete will comply with the directions and reasonable requests of his/her sports management (where applicable), the CM and appointed USNZ officials responsible for the New Zealand Team.
- 2.5 The Athlete will wear the uniform as prescribed by the Team Management (i.e. the CM and Assistant Chef de Mission, including competition wear, casual wear and formal wear).
- 2.6 The Athlete will comply with all USNZ directions in relation to travel and accommodation.
- 2.7 The Athlete will comply with all reasonable training, competition, curfew and behavioural requirements made or directed of them, by the Team Management while at the Universiade.
- 2.8 The Athlete will be entirely responsible for all of his/her personal effects;
- 2.9 The Athlete will be entirely responsible for any excess baggage charges levied by the airline or other carrier or associated person and for any customs duties levied in relation to the Athlete's baggage or equipment;
- 2.10 The Athlete will complete all documentation requested by USNZ in a timely manner;
- 2.11 The Athlete will not breach any medical or doping obligations set out in clause 5 below;
- 2.12 The Athlete will not breach any sponsorship obligations set out in clause 4 below;
- 2.13 The Athlete will not breach any of the media obligations set out in clause 7 below;
- 2.14 The Athlete will be responsible for the cost of his/her travel, accommodation and insurance associated with his/her participation in the Universiade.
- 2.15 The Athlete will take all reasonable steps to keep physically and mentally fit to participate in the Universiade.
- 2.16 The Athlete will compete in the Universiade.
- 2.17 The Athlete will keep in regular communication with the Team Management prior to and during the Universiade.

## **3. USNZ OBLIGATIONS**

USNZ agrees to:

- 3.1 Ensure the Team is selected according to the guidelines provided by FISU;
- 3.2 Appoint a Chef de Mission and other relevant officials as necessary;
- 3.3 Obtain relevant information from the Athlete and complete entry requirements;

- 3.4 Arrange accommodation and travel between the appropriate venues for the period of the Universiade;
- 3.5 Arrange travel and other insurances for the period of the Universiade (except where agreement has been reached for athletes and officials to source travel and insurance independently);
- 3.6 Provide any media, public relations and sponsorship guidance to the Athlete which may arise relating to the Universiade;
- 3.7 Provide the Athletes with items of team uniform to be worn as directed by the Team management in accordance with clause 6;
- 3.8 Inform the Athlete of all the necessary arrangements referred to within this agreement by various means.

#### **4. SPONSORSHIP OBLIGATIONS**

- 4.1 For the purposes of funding the participation of the Team in the Universiade, USNZ will enter into agreements prior to the commencement and during the term of this Agreement for the commercial sponsorship of, and the provision of services and supplies to the Team.
- 4.1 The Athlete will assist and co-operate with USNZ and its sponsors and suppliers ("USNZ sponsors and/or suppliers") so that the USNZ sponsors and/or suppliers may maximise their promotional benefits;
- 4.2 The Athlete will be available as required to appear or participate in, USNZ sponsors and/or suppliers advertising, promotions and marketing events, provided that reasonable notice will be given by USNZ of any such advertising, promotions and marketing events;
- 4.3 The Athlete will not appear nor participate in, between 10 January and 30 January 2007, whether actively or passively, and whether for gain or not, any advertising, promotions or marketing of any kind or nature whatsoever for companies which are not USNZ sponsors and/or suppliers, without the express written consent of the CM;
- 4.4 The Athlete will not to engage in any promotional or commercial activity between 10 January and 30 January 2007 without specific approval of USNZ in writing.

#### **5. MEDICAL AND DOPING REQUIREMENTS**

- 5.1 The Athlete will neither take, use or advocate the use of, possess, attempt to possess, traffic or encourage others to use, whether actively or passively, substances referred to on the prohibited drug lists of FISU, the World Anti-Doping Authority ("WADA"), the International Olympic Committee ("IOC") and any relevant National Sporting Organisation ("NSO").
- 5.2 The Athlete will familiarise him/herself with the lists of prohibited drugs referred to in the preceding clause and the testing procedures of FISU and WADA, including classes of substances prohibited by the Athlete's particular sport.
- 5.3 The Athlete will supply a medical certificate to USNZ outlining all medication prescribed either prior to or during the Universiade.
- 5.4 The Athlete will authorise their medical practitioner to release any information to USNZ that USNZ requests.
- 5.5 The Athlete will submit to all medical tests and examinations as may be directed from time to time by USNZ, FISU, WADA, the Athlete's NSO or the Athlete's International Federation.
- 5.6 Prior to and during the Universiade the Athlete will not use or administer any substance, which, if it had been detected as being present in his/her body tissue or fluids, would have constituted doping.
- 5.7 Prior to and during the Universiade the Athlete will not use any method prohibited under FISU, WADA, relevant NSO or IOC's doping rules/policy;

- 5.8 Prior to and during the Universiade the Athlete will not commit any other doping offence under FISU, WADA, relevant NSO or IOC's doping rules/policy;
- 5.9 Prior to and during the Universiade the Athlete will not breach any rules and regulations of the USNZ, relevant NSO, the IOC or WADA;
- 5.10 Prior to and during the Universiade the Athlete will not take any medicines or drugs other than those previously notified to the CM, or those given to the Athlete or authorised by an approved USNZ medical officer.
- 5.11 Prior to and during the Universiade the Athlete will undergo, if required, at the sole discretion of the CM, a test or provide a blood or urine sample which may be analysed to determine whether or not the Athlete has taken or used drugs or stimulants or participated in any other practice prohibited by the IOC, WADA, FISU and USNZ, or the Athlete's NSO or International Federation. If the Athlete refuses or declines to undergo any such test or to provide a blood or urine sample, or should the said test or samples result in the detection of a prohibited drug(s) or stimulant(s) or practice(s), the Athlete will be:
- a) Ineligible to participate in the Universiade;
  - b) In breach of this Agreement; and
  - c) Excluded from the Team.
- 5.12 If the results of an earlier test which show the presence of a prohibited drug, or stimulant or practice become known during the course of the Universiade, then the Athlete will forthwith be:
- a) Deemed ineligible to participate in the Universiade;
  - b) In breach of this Agreement; and
  - c) Excluded from the Team.
- 5.13 The Athlete will immediately advise USNZ if he/she is aware of, or becomes aware of, any positive doping control test or drug use.
- 5.14 If the Athlete has any doubt concerning his/her compliance with the medical and doping requirements of this Agreement (ie section 5), he/she will inform the CM immediately.

## **6. UNIFORM**

- 6.1 The Athlete will wear the USNZ official team clothing supplied by USNZ at all official team functions, events, photographic sessions, press conferences, opening and closing ceremonies of the Universiade, throughout the Universiade at specific occasions to be identified by the CM and at any other Universiade related event referred to in this Agreement.
- 6.2 The Athlete will keep his/ her USNZ official team clothing in good order and repair and not disfigure it in any way.
- 6.3 The Athlete will wear only the competitive sportswear authorised and/or supplied by USNZ in all Universiade events in which he/she competes or at any event designated by USNZ in this Agreement, or at other times directed by the CM.
- 6.4 If the Athlete withdraws or is excused or removed from the Team, he/she may be asked by the CM to return all USNZ official team clothing and competitive sportswear to USNZ immediately.

## **7. MEDIA**

- 7.1 The Athlete agrees to be filmed, televised, photographed and otherwise recorded during the Universiade in accordance with the conditions and for the purposes now or hereafter laid down by FISU.
- 7.2 The Athlete will not accept any media accreditation whatever and will not perform any of the functions of the media of any nature whether for gain or not, including (but not limited to) putting his/her name to any published articles or providing commentary or opinion for any media or TV station;

- 7.3 The Athlete will undertake public and media relations communications as requested by the CM or management of the Athlete's particular sport at the Universiade.
- 7.4 The Athlete will restrict any public comment to his/her own personal performances and will not make any public comment in relation to others' performances or in relation to policies, management or administration of the Team or any other team or in relation to the Universiade itself.
- 7.5 The Athlete will use his/her best endeavours to project the best possible image of the Team and his/her own participation at the Universiade as a representative of New Zealand.
- 7.6 The Athlete will promote the Team's sponsors and/or suppliers at every appropriate opportunity.

## **8. RELEASE & INDEMNITY**

For the purposes of this clause, USNZ shall mean and include USNZ, USNZ's elected officials and volunteers and USNZ's employees or agents.

- 8.1 USNZ will not accept responsibility or liability for any injury, illness or other mishap which may be suffered by the Athlete or the Athlete's property during the period of this Agreement, unless it arises as a result of the deliberate or wrongful act or omission of USNZ.
- 8.2 The Athlete agrees to fully indemnify USNZ from all actions, suits, proceedings, costs, demands, and expenses that may be taken against them arising from any unlawful, wrongful, willful, negligent and/or unauthorised acts or omissions by the Athlete.
- 8.3 The Athlete agrees to indemnify USNZ against all claims, suits, proceedings, costs, demands and expenses in the event of, or arising from, the Athlete's doping infraction as defined under the FISU, WADA, IOC or relevant NSO doping rules, or any other disciplinary actions committed by the Athlete, including the costs and expenses of any disciplinary process.
- 8.3 The Athlete agrees to fully reimburse USNZ in respect of all costs reasonably incurred by USNZ in relation to all actions, suits, causes of action, proceedings, demands, costs and expenses whatsoever which may be taken or made against USNZ or incurred or become payable by USNZ as a consequence of the Athlete's misconduct or negligence.

## **9. OTHER AGREEMENTS**

- 9.1 This Agreement shall take precedence over any agreement, whether verbal or written, express or implied, which the Athlete may have with, or instructions that the Athlete may receive from his/her NSO, any sponsor of his/her NSO, any employer, manager, agent, consultant, adviser, individual sponsor, coach or supplier.
- 9.2 This Agreement shall supersede any individual sponsorship contract between the Athlete and a third party.

## **10. MISCELLANEOUS**

- 10.1 This Agreement is governed by the laws of New Zealand.
- 10.2 Any dispute between the parties to this Agreement is to be referred to the New Zealand Sports Dispute Tribunal providing all reasonable efforts have first been made by the parties to resolve the dispute.
- 10.3 The Athlete may seek professional independent advice on the understanding and effect of any of the terms of this Agreement prior to signing it.
- 10.4 The Athlete acknowledges that by signing this Agreement he/she has read and understood the Agreement and its obligations and has agreed to be bound by it.
- 10.4 The Athlete consents to all personal information required by USNZ being collected and retained by USNZ and distributed to any authorised agents or persons as may be necessary for the administration of the Universiade;

10.5 The Athlete agrees to comply with any medical and doping requirements before or during the Universiade;

**11. BREACH OF AGREEMENT**

11.1 In the event of any breach by the Athlete of the terms of this Agreement, USNZ or the CM may impose some or all of the following penalties on the Athlete:

- (i) The Athlete may be suspended on an interim basis from the Team, while investigations are undertaken to determine if there has been a breach of this Agreement;
- (ii) The Athlete may be removed from the Team and sent home forthwith;
- (iii) The Athlete may be excluded from some or all competitions in the Universiade and entry into the Universiade and have his/her Universiade accreditation cancelled.
- (iv) The Athlete may be required to pay a fine.
- (v) The Athlete may be required to pay costs related to his/her breach of the Agreement.
- (vi) The Athlete may be required to write a letter of apology to any person affected by the Athlete's breach of the Agreement.

11.2. The foregoing list of penalties is not exhaustive and the CM or USNZ may impose other penalties on the Athlete in the exercise of their reasonable discretion.

11.3 Consistent with the urgency and circumstances of the alleged breach, the athlete will be given the right and opportunity to defend any allegations made, in accordance with the principles of procedural fairness and natural justice.

11.4 Any determination of an alleged breach of this Agreement and/or any penalty imposed by the Team Management may, in the event of disagreement by the Athlete, be the subject of a request by the Athlete for review by the USNZ Executive. The review will be conducted as the USNZ Executive sees fit, and the decision will be final, subject only to the right of appeal to the New Zealand Sport Dispute Tribunal.

11.5 Nothing in this clause shall limit or prescribe [or proscribe] procedures in relation to an alleged doping infraction by the Athlete, which shall be dealt with pursuant to the applicable doping regulations set out by FISU, WADA and the relevant ISF and NSO.

**Signature (Athlete):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Sport:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature (USNZ):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_