

# **JUDO AUSTRALIA**

## **NATIONAL TEAM MEMBER AGREEMENT**

Effective 1 January 2020

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**PARTIES**

1 **JUDO AUSTRALIA**

of AIS Combat Centre, Leverrier Street, Bruce, ACT, 2617 (“**JA**”)

2 **TEAM MEMBER**

[INSERT NAME] \_\_\_\_\_

of [INSERT ADDRESS] \_\_\_\_\_

Together the “Parties”

**BACKGROUND**

JA is the national governing body for the sport of Judo in Australia.

The purpose of this Agreement is to formalise the relationship between JA and the Team Member and outline their respective obligations to each other.

The Team Member, in entering into this Agreement, agrees to take part in all JA High Performance Program activities in accordance with the terms established herein.

**THE PARTIES AGREE THAT:**

**1. TEAM MEMBERSHIP**

- a. Team Members are bound by JA Constitution, By-Laws and Policies, as well as the terms of this Agreement and those documents that attach to it, namely:
  - Appendix A - High Performance Program Activity Code of Conduct
  - Appendix B - High Performance Program Activity Procedures
- b. The Team Member acknowledges that being a member of JA National Teams is an honour and a privilege and that membership is subject to his or her compliance with all documents outlined in Section 1.A above.

**2. CONDITION PRECEDENT TO TEAM AGREEMENT**

- a. The Team Member agrees and acknowledges that this Agreement is subject to and conditional upon the Team Member:
  - Being a current registered member of JA, having paid all requisite membership fees owed for the relevant membership period;
  - Satisfying any outstanding monies owed to JA unless otherwise agreed by the CEO of JA expressly in writing prior to the Team Member executing this Agreement;
  - Being in good reputational standing with JA.

### 3. TERM

- a. This Agreement will remain in effect until 31 December 2020 unless terminated by either of the parties in writing and by means of convenience decided by JA.

### 4. JA OBLIGATIONS

- a. Invite the Team Member to participate in specific JA High Performance Program activities. Such invitation will be at the absolute discretion of JA or its appointed officials or delegates;
- b. Provide the Team Member with coaching, training, and support, suitable for the activities of JA High Performance Programs, in which the Team Member is participating.
- c. Inform the Team Member of any updates to the appendices to this Agreement.

### 5. TEAM MEMBER OBLIGATIONS

The Team Member agrees to:

- a. Proactively create positive and appropriate social media content as requested and make themselves available and be willing to participate in JA marketing and brand opportunities throughout the agreement period as required.
- b. Wear the official uniform designated during training, testing, competition and at other official functions (including media interviews) as directed by JA team officials. This includes the Kukri apparel and KuSakura judogis.
- c. Conduct themselves in an appropriate manner as specified in Appendix A and B.
- d. Acquaint themselves with, and adhere without fail to, JA rules, bylaws and policies. If the Team Member is under 18 years of age, the guardian signing this agreement must assist the Team Member with this obligation.
- e. Remain under the control, management and direction of, and to comply with all reasonable instructions given by JA Executive and Team Management during JA High Performance Program activities.
- f. Request formal approval from Head of Delegation prior to departing official venue, hotel or any other location relevant to the team and event.
- g. Parents seeking to depart with one of their Children that is under the terms of this Agreement, must request formal approval from Head of Delegation prior to departing official venue, hotel or any other location relevant to the team and event.
- h. Accept, without reservation or recourse, that in the event of any breach of the terms of this Agreement by the Team Member, JA may impose measures, which may include some or all of:

- i discharging the Team Member from the National Team or National Squad or High Performance Program activity;
  - ii sending the Team Member back to their place of origin (normally in Australia), and requiring a person so discharged to refund JA any associated expenses;
  - iii excluding the Team Member from competition;
  - iv referring complaints against a Team Member to JA Complaints Tribunal as provided by the Rules and By-Laws of JA from time to time.
  
- i. Hereby declare that they have not made any omission about any matter, which would render them ineligible to compete or participate or perform their duties in JA National Team or any High Performance Program activities.
  
- j. Authorise any medical practitioner treating the Team Member to make full disclosure to JA of any diagnosis or treatment made or prescribed for the Team Member.
  
- k. Accept, without reservation or recourse, any National Team or High Performance Program selection or non-selection or otherwise inclusion or non-inclusion decisions of JA made during specific JA High Performance Program activities.
  
- l. Unless otherwise agreed in advance by JA or other person appointed by JA, travel to and depart from any competition upon the dates and in the manner determined or approved by JA and agree to reside in accommodation as reasonably determined by JA during any JA High Performance Program activities.
  
- m. Be filmed, televised, photographed and otherwise recorded for the purpose of promoting the sport of Judo or the interests of JA.
  
- n. Declare any personal benefits above AU\$1000 in value, accrued by virtue of participation in JA High Performance Program activities.
  
- o. In the event that the Team Member becomes physically or mentally incapable of making decisions related to their health, or welfare, authorise JA to obtain and engage the medical services required to treat the Team Member, and to purchase any medical supplies or equipment necessary for the Team Member, and to authorise treatment on the Team Member's behalf, and undertake to refund JA, all sums expended by them for such purposes.
  
- p. Hereby indemnify JA against any action, demand or claim by the Team Member or by any other person(s) whatsoever, made in connection with or arising out of any such treatment, and appoint JA as the Team Member's agent to incur such expense as is reasonable for the Team Member's benefit.

- q. Take out the appropriate insurances to cover themselves in respect of any medical expenses and any other losses, which might be suffered as a result of sustaining any injury or illness whilst participating in JA High Performance Program activities.

## 6. RELEASE AND INDEMNITY

- a. The Team Member agrees to release, indemnify and keep indemnified JA, JA directors, staff and appointed representatives or other members of the Team from and against any claims howsoever arising that they may have for or as a result of the loss of the Team member's life, injury or damage or loss of any description whatsoever caused whether it be due to a negligent act, breach of duty, default and/or omission that they may sustain or suffer to their person or property in the course of or consequently to their participation in JA High Performance Program activities.
- b. The Team Member is aware that participating in and training for JA High Performance Program activities is a dangerous undertaking and in undertaking such activities the Team Member does so at their own risk. The Team Member acknowledges that they risk injury, including paralysis, dismemberment, disability, and death arising from their training for or participation in JA High Performance Program activities, and while particular rules of Judo, equipment, physical or mental preparation and discipline may reduce the risk, this risk of injury does exist as well as the risk of damage to or loss of property and the Team Member assumes all known and unknown risk freely.

## 7. GENERAL

- a. This Agreement constitutes the whole agreement between the parties and supersedes all prior representations, warranties, arrangements, understandings and agreements that relate to the subject matter of this Agreement.
- b. This Agreement may only be altered in writing signed by the parties.

## 8. DEFINITIONS

- a. "Agreement" means this agreement, including the recitals and any schedules, documents referred to by the agreement or annexures.
- b. "JA" means Judo Australia.
- c. "JA High Performance Program activities" means national teams, squads, training camps, development teams or any other High Performance Program activities of JA.
- d. "Team Member" means an athlete that has executed this Agreement.

### TEAM MEMBER AGREEMENT

I, \_\_\_\_\_ (Team Member), have read and understood the conditions of this Agreement and consent to entering into this Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

If the Team Member is under 18 also to be signed by the Team Member's parent/guardian

I, \_\_\_\_\_ (Parent/Guardian), being the Parent/Guardian of the Team Member have read and understood the conditions of this Agreement and consent to entering into this Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of JA: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

## **Appendix A**

### **HIGH PERFORMANCE PROGRAM ACTIVITY CODE OF CONDUCT**

*This Code of Conduct applies to Judo Australia (JA) athletes, officials, support staff, whether they be remunerated or volunteers, or involved in JA Teams or other High Performance Program Activities. JA is committed to ensuring that without exception this Code of Conduct will prevail.*

As an athlete, official, or support staff involved in JA Teams or High Performance Program activities (“Team”), you represent your country, state, club and your community. You will benefit from the support and behaviour of others around you and the support of JA in many forms. As a part of the Team, you have an obligation to conduct yourself in a manner that supports others.

This Code of Conduct sets out the responsibilities and the expectations of you by JA.

#### **GUIDING PRINCIPLES**

JA Code of Conduct (Code) provides the overall framework for your behaviour. It does not describe each specific situation which may arise through Team activities. Your behaviour in any specific situation must be appropriate and must also appear to be appropriate. This Code arises from the following principles which provide overall guidance for one’s behaviour:

#### **FAIRNESS**

Operating within the spirit of the rules, never taking an unfair advantage and always making informed and honourable decisions.

#### **RESPECT**

Recognising the contribution which people make to sport, treating them with dignity and consideration, as well as caring for their property and equipment and avoiding any action which could bring the team or the sport into disrepute.

#### **RESPONSIBILITY**

Being a positive role model at all times and taking individual responsibility for your actions including considering the reasonably foreseeable consequences of your actions.

#### **WELFARE AND SAFETY**

Encouraging healthy and safe procedures, preventing and reporting dangerous behaviour, and demonstrating concern for others.

#### **EXCELLENCE**

Bringing high levels of skill and competency to one’s team-role, striving for excellence and continuously improving in all aspects of one’s performance.



## CONDUCT

You must:

1. Acquaint yourself and adhere without fail to all JA rules, bylaws, policies, procedures, and guidelines (and if under 18 have your guardian assist you);
2. Never participate in any practices prohibited by JA;
3. Strive to maintain the philosophies and traditions of Judo and abide by the spirit as well as the letter of the rules of the sport;
4. Promote fair play and respect for the decisions of officials, coaches and administrators;
5. Be committed to performance-excellence, making every effort to develop your skill, tactics and fitness to full its potential. Strive for the best possible performance in competition giving maximum effort at all times;
6. Accept victory and defeat with dignity;
7. Carry out all reasonable instructions requested by Team Officials punctually, meet the training requirements set to the best of your ability, and accept and respond positively to any directives or feedback they may provide;
8. Maintain a high standard in personal health and hygiene;
9. Do not possess or use banned or illegal performance enhancing substances and neither possess nor use illegal or prohibited drugs or other substances (either by law or under JA Anti-Doping Policy and laws of countries in which you engage in team activities);
10. Not consume alcohol while involved in JA High Performance Program activities, unless you are over 18 years of age and have been given formal permission to consume alcohol responsibly and in moderation by JA Team Management;
11. Refrain from smoking of any kind during JA High Performance Program activities;
12. Act with integrity and objectivity, and accept responsibility for your decisions and actions;
13. Behave and dress in a dignified manner both on and off the competition arena;
14. Ensure your decisions and actions contribute to a safe environment, do not tolerate, and report, harmful or abusive behaviours;



15. Keep team officials informed of your whereabouts at all times and observe any curfew set by JA Team Management as they see fit;
16. Seek medical advice where required;
17. Cooperate with JA team officials in the development of programs to adequately prepare you for national and/or international competition at the highest level. Communicate with your Coach about all the other sport and physical activities you participate or intend on participating in;
18. Discuss with JA Team officials any change in circumstances which have the potential to effect involvement or performance in JA Team activity;
19. Recognise that you are representing JA when interacting with government, business, community, sporting organisations, and media representatives. Seek guidance and approval from JA team officials for any such interaction;
20. Use social media responsibly and in line with JA Policies; and
21. Wear the official uniform designated during training, testing and competition and at other official functions (including media interviews) as directed by JA team officials.

## **YOUR TEAM AND OTHERS**

You must:

1. Encourage and support team members to learn valuable behaviours and skills and strive for performance-excellence;
2. Treat each person as an individual, fairly and with consideration, without discrimination, respecting their rights and worth regardless of their gender, ability, cultural background or religion and do not take liberties with their privacy;
3. Do not engage in, or act in a way that may be construed as harassment and or sexual harassment. Sexual harassment is unlawful and is defined as an attempt to assert abusive, unwarranted power over another; unwelcome sexual advances; requests of a sexual nature where a person believes on reasonable grounds that a rejection of the advance, or a refusal of the request or taking of objection to the conduct, would disadvantage them in any way;
4. Do not engage in, or act in a way that may be construed as physical, verbal, or emotional abuse including profanity and sledging. Sledging is a statement, which is deemed to degrade and or intimidate another person;

5. Wherever practical, avoid unobserved one-on-one activity, when in a supervisory capacity or where a power imbalance will exist, with people under the age of 18 years; and
6. Not make a wager, or provide what may be reasonably regarded as confidential information to anyone seeking to make wagers on the outcome of competitions in which the team is involved and immediately report to JA Officials any approaches by others seeking to coerce you to either provide information for wagering purposes or to influence you to not to win a fight or a competition.

**IN ADDITION, THE FOLLOWING IS EXPECTED OF TEAM OFFICIALS AND SUPPORT STAFF**

You must:

1. Establish an environment conducive to optimal training, discipline, high morale, team spirit and performance-excellence;
2. Conduct responsibilities with care, competence, diligence and act honestly, in good faith in the best interests of the team as a whole;
3. Only grant permission to consume alcohol, responsibly and in moderation, after all of the fights for all of the players in the delegation are completed and/or after all training sessions are completed for the whole team;
4. Place the safety and welfare of the athletes and team members above all else;
5. Ensure that any information acquired or advantage gained from the position is not used improperly, and declare and manage competing or conflicting interests;
6. Be consistent and impartial in making decisions and do not allow prejudice, conflict of interest or bias to affect your objectivity;
7. Carry out all duties professionally and lead by example and educate team members in the rules and policies of JA;
8. Help each person to reach their potential - respect the talent, developmental stage and goals of each person and provide support with constructive feedback;
9. Address unsporting behaviour immediately, promote respect for all people and take all reasonable steps to eliminate any abuse, discrimination or harassment from any source;

10. Consider the individual needs of all athletes in setting activities which support team and individual performance excellence. If a team member is injured, ill, or incapacitated, consider modified activity and decide after consultation with medical experts, staff and the player if JA support for further participation will be withdrawn;
11. Any physical contact with a person should be appropriate and necessary for the person's welfare, education or performance;
12. Maintain and submit accurate and up to date records of athlete performance and training as required by JA; and
13. Report all incidents relating to misconduct in written reports promptly.

#### **SPECIFIC AREAS OF EXPECTED CONDUCT FOR ALL PARTICIPANTS IN JA HIGH PERFORMANCE PROGRAM ACTIVITIES (ANTI-DOPING)**

You must:

1. Comply with the World Anti-Doping Agency (WADA) Code as well as any relevant ASADA, JA or other policies;
2. Ensure that any medication or substance taken in any form is not prohibited for use;
3. Neither possess, supply, nor use illegal or prohibited drugs or techniques;
4. Make yourself available for testing in accordance with JA rules;
5. Support drug-free and ethical, practices and where possible promote anti-doping educational programs in relation to doping control and related matters;
6. Cooperate with JA Team Officials, including the provision of your permanent address as requested by ASADA, for the purposes of out-of competition testing program;
7. Ensure that any Therapeutic Use Exemptions (TUEs) are fully documented as detailed in JA rules;
8. Cooperate fully with the anti-doping program both in and out of competition; and
9. Keep JA informed of any other personal circumstances that may affect their ability to adhere to the out-of-competition testing program;

## WEIGHT CONTROL

You must:

1. Manage your weight in a controlled and safe manner, ensuring that you prepare appropriately for competitions;
2. Implement any weight control plan provided to you by JA Team Officials; and
3. Inform JA Team management as soon as possible, should you have problems with making the required weight or adhering to your weight management plan.

## **Appendix B**

### **HIGH PERFORMANCE PROGRAM ACTIVITY PROCEDURES**

*These procedures apply to Judo Australia (JA) Teams and other High Performance Program Activities.*

#### **INTRODUCTION**

JA, with its key stakeholder the Australian Sports Commission, is investing unprecedented effort into improving the sport's governance, team-management, rules and behavioural codes. This includes strengthened processes for discipline, complaints resolution, investigations, tribunals and appeals. These are seen as essential for national teams to reach Australia's Winning Edge targets for international competition and the growth of Judo in Australia. The following information pertains to Team Members and support personnel for JA Teams and High Performance Program activities. This information may be revised from time to time by JA.

#### **TEAM DISCIPLINE**

National Team and High Performance Program activities hold flagship status and are given high priority by JA. Behaviour which is not consistent with JA's High Performance Program Activities Code of Conduct (the "Code") will be called-out and sanctioned by team officials in accordance with the provisions below:

##### **1. Verbal Statements**

A formal verbal statement of breach of the applicable Code will be given to the offending team member (where possible in presence of two officials), and without exception will be noted in the Team Leader's report to JA High Performance Team and JA CEO.

##### **2. Sanctions**

Team Officials may impose interventions or sanctions. Sanctions will generally comprise of exclusions from activities or other types of controls and restrictions on access and movements. Sanctioning interventions will generally be made to re-establish optimal team performance conditions and to get all team members focussed back on performance excellence.

A team member sanctioned by a JA Team or High Performance Program Official must accept the sanction imposed, however the team member may have registered that they either accept or do not accept the sanction as reasonable. This will also be noted in the Team Leader's report. Team officials may exclude team members from associating with other team members or from further training or participation in competition. Further, team members may be restricted in participating in recreational activities or limited to the team accommodation for some period or for all the remaining period of the activity and in some circumstances may be immediately discharged from the team and sent back to their point of origin. Team members will have no recourse to or against JA or

its Officials should they be excluded from competitive opportunities or be immediately discharged from a team including an instance where the statement of breach or sanction are overturned on appeal.

Team member acceptance of these procedures and consequences for a breach of the Code are a condition of JA Team membership. Breaches of the Code will be referred for handling under JA Complaints Tribunal Policy. This policy provide for investigations, hearings, determination of penalties as well as appeals. Penalties may include, among other things, refunding any financial support provided by JA, fines, and suspension or termination of membership of a team or JA.