

UniSport Australia

UniRoos Team Member Agreement

Congratulations on your selection to represent Australia at the **2023 FISU Winter World University Games**. The following comprises an agreement between UniSport Australia (**UniSport**) and you for the purposes of your position in the team (**Agreement**).

If you have any questions or concerns regarding any aspect of this team member agreement please contact UniSport General Manager International Program and National Leagues, Siobhan James via phone, 07 3054 4621 or email siobhan.james@unisport.com.au. UniSport will be happy to assist in answering any queries you may have, and otherwise suggests you also seek your own independent advice as required. You should carefully read this Agreement so as to understand its terms and the consequences flowing from any breach of its terms.

1. Introduction

- 1.1. The Agreement sets out the terms and conditions which govern my selection as a member of the Australian team to attend the 2023 FISU Winter World University Games. I understand that my selection to the team was and is conditional upon my undertaking to do my best and to observe and comply with the terms and conditions of the Agreement. I have read and understand the Agreement and accept to be bound by it.
- 1.2. UniSport Australia (UniSport) has vested with the National Sporting Organisation (NSO), the responsibility for establishing selection criteria for the participation of their respective athletes at the 2023 FISU Winter World University Games. In some cases the winning University of the most recent UniSport Nationals has qualified for participation and will carry responsibility for team selections.
- 1.3. UniSport will consider the selections as determined by the respective NSO or University to be final, subject only to:
 - a. UniSports' responsibility to ensure adherence to International University Sport (FISU) regulations including eligibility rules;
 - b. Compliance with the Policy and Procedures for Selection of UniSport High Performance Teams; and
 - c. UniSport guidelines in effect for the 2023 FISU Winter World University Games.

You therefore agree that:

- 1.4. The Agreement will be deemed to have commenced at the date of you indicating your acceptance via the online registration process for the 2023 FISU Winter World University Games team members and that you will be bound by the terms and conditions set out in it; and
- 1.5. You are bound by and to comply with all the rules and regulations in existence at the commencement of the Agreement which have been adopted by UniSport, FISU, your NSO, and your International Sport Federation (ISF) (as such rules and regulations are amended from time to time).

2. Background

- 2.1. UniSport is the member in Australia of the Federation Internationale Du Sport Universitaire (FISU) which is the International University Sports Federation.
- 2.2. FISU owns and authorises the 2023 FISU Winter World University Games ("**Event**").

- 2.3. As the FISU member in Australia, UniSport has been invited to enter a team in the Event.
- 2.4. UniSport wishes to enter a team to represent Australia in the Event (“**Team**”) and has published requirements for persons to be selected as an athlete to the team.
- 2.5. You have been selected by UniSport as an athlete to the Australian Team, subject to your acceptance of the Agreement and the conditions in it being met to UniSports’ satisfaction.

3. Period of Agreement

- 3.1. Notwithstanding when the Agreement is accepted, it is deemed to have commenced on the date of your notification of your selection and ends on the earlier of:
 - i. The date on which you return directly to your usual place of residence after the Event, or
 - ii. The date on which you commence travel or undertake other commitments not directly related to your role in the Team, or
 - iii. Upon the Agreement being terminated under clause 12 below. (Period of the Agreement).

4. Your obligations

4.1. For the Period of the Agreement you accept to:

- a. Comply with all reasonable directions of UniSport, team management and/or any other person appointed by UniSport as an official of the Team;
- b. Comply with the Team mission statement and values statement;
- c. Follow the below general behavioural guidelines:
 - i. Respect the rights, dignity and worth of all participants regardless of their gender, ability, ethnicity, cultural background or religion;
 - ii. Be ethical, considerate, fair and honest in all dealings with other people and organisations;
 - iii. Abide by the laws of the host country;
 - iv. Be professional in, and accept responsibility for your actions;
 - v. Make a commitment to providing quality service;
 - vi. Cooperate with fellow athletes, coaches, team mates, opponents, management, event staff and officials;
 - vii. Help each person (athlete, official etc.) reach their potential – respect the talent, developmental stage and goals of each person, and compliment and encourage with positive support and feedback;
 - viii. Be aware of and maintain an uncompromising adherence to UniSport standards, rules, regulations and policies;
 - ix. Operate within the rules and spirit of all sports, including the national and international guidelines that govern UniSport and its university member associations;
 - x. Do not use your involvement with UniSport, a university member association or an affiliated club to promote your own beliefs, behaviours or practices where these are inconsistent with those of UniSport or a university member association;
 - xi. Refrain from any form of abuse towards others;
 - xii. Refrain from any form of harassment toward others;
 - xiii. Refrain from any form of discrimination toward others;
 - xiv. Refrain from any form of victimisation toward others;
 - xv. Refrain from any behaviour that may bring UniSport, your sport or a university member association into disrepute;
 - xvi. Treat all participants as you would like to be treated. Do not bully or take unfair advantage of another participant;
 - xvii. Provide a safe environment for the conduct of activities in accordance with any relevant UniSport policy;
 - xviii. Show concern and caution towards others who may be sick or injured;

- xix. Be a positive role model; and
 - xx. Understand the repercussions if you breach, or are aware of any breaches of these behavioural guidelines.
- d. Adhere to the following competitor behavioural guidelines:
- i. Give your best at all times;
 - ii. Subject to the remainder of this clause 4.1(c), never tolerate inappropriate behaviour from others;
 - iii. Respect the talent, potential and development of fellow athletes and competitors;
 - iv. Never argue with an official. Use the appropriate rules and guidelines to resolve a dispute and respect the final decision;
 - v. Control your temper. Verbal or physical abuse is not acceptable;
 - vi. Care for and respect the equipment provided to you as part of the event;
 - vii. Work equally hard for yourself and/or your team;
 - viii. Be frank and honest with your coach concerning illness and injury and your ability to train fully within the sport requirements; and
 - ix. Be a good sport. Applaud good performances whether they are made by your team or the opposition.
- e. Comply with the following guidelines in relation to the consumption of alcohol:
- i. Team members under 18 years of age must not consume alcohol under any circumstances;
 - ii. For all other Team members the consumption of alcohol must:
 1. Be in accordance with UniSport guidelines, local laws relevant to where the Event is occurring and rules of the competition for which they have been selected;
 2. Not detract from their performance at the competition for which they have been selected;
 3. Not adversely affect their behaviour;
 4. Not cause offence to others; and
 5. Not occur whilst in UniSport uniform.
- f. Comply with the Constitution, By-Laws, rules, policies and guidelines of UniSport, FISU and if applicable the University Sport Association of which you are a member. For the avoidance of doubt, this shall include, but not be limited to, compliance with the UniSport Anti-Doping By-Law, the FISU Anti-Doping Control Regulations and any other anti-doping policy applicable to you and your sport;
- g. Not at any time engage in conduct (whether publicly known or not and whether before or after the date of my selection), which has brought, brings or would have the tendency to bring me or my sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary or prejudicial to the best interest, image or values of UniSport or UniSport sponsors, or as a result of which my continued membership would not be or would not likely be in the best interests of the team;
- h. Not consume nor encourage the consumption of drugs, stimulants or other substances with a view to modifying or altering your or any other person's growth or performance;
- i. Not bet nor accept, give or be involved in any way in any inducement or bribe in relation to any performance, including your own and of any other athlete at the Event;
- j. If required by UniSport or FISU and whether prior to or at the Event, provide a sample of your own urine and/or body fluid for analysis by a drug testing agency to determine whether or not you have taken or used prohibited drugs, stimulants or substances or use a prohibited method in breach of the Anti-Doping By-Law and/or the FISU Anti-Doping Control Regulations and WADA code;
- k. Travel to and from the Event on the dates, and in the manner, determined or approved by UniSport;

- l. Ensure you have appropriate medical coverage for overseas competition; and
- m. Pay the participant contribution (as defined in clause 6) as detailed in the online induction information to UniSport in the timeline set.

4.2. You warrant that on the date you enter into this Agreement, you are:

- a. Proceeding towards a degree or diploma at an Australian university or proceeding towards an associate diploma course at a recognised TAFE or similar institution as defined by UniSport and TEQSA. The course must have formal accreditation towards a degree or diploma at an Australian University; or
- b. Proceeding towards a degree or diploma at any overseas university, or
- c. Have graduated from either an Australian university or an overseas university in the year prior to the competition;
- d. To verify your eligibility status as warranted in points 4.2 (a) through (c) you must provide the FISU Eligibility Certificate with Section 2 completed by your University Registrar (or equivalent) indicating your enrolment status or confirming your graduation;
- e. Train and keep yourself in first class physical condition to enable you to compete in the Event to the best of your ability;
- f. Compete in the Event (in the relevant competitions in which you are entered) and to do so to the highest level you can, as you have shown in the period leading to your selection to the Team;
- g. Compete within FISU or relevant governing body's rules for the Event and within the spirit of fair play.

5. Obligations of UniSport

5.1. For the Period of the Agreement, UniSport will:

- a. Select the team to represent Australia at the Event (including making any changes to selection, if necessary, in accordance with the Policy and Procedures for selection of UniSport High Performance Teams);
- b. Obtain relevant entry information from you, and so long as it is provided, complete the entry requirements for the Event;
- c. Determine and arrange your flights to and from the Event from the international airport closest to your usual residence (unless otherwise agreed upon). For the avoidance of doubt, you are responsible for airport transfers to and from your usual residence and the closest international airport;
- d. Determine and arrange your accommodation and meals during the Event;
- e. Determine and arrange travel insurance for you for the Period of the Agreement (unless you have been granted permission to make your own travel arrangements);
- f. Determine and supply to you an official UniSport dress uniform to be worn as directed by UniSport, the Chef de Mission or Team manager. For the avoidance of doubt, the relevant sport will provide you with competition uniform;
- g. Obtain and supply to you a selection of a few Australian souvenirs for you to give to competitors or officials involved in the Event from another country.

6. Participant contribution

- 6.1. The participant contribution for this event is detailed in the online induction information provided to you (participant contribution is determined at the sole discretion of UniSport and is subject to final budget requirements). The participant contribution covers your entry fee for the Event, accommodation, meals, flights (to and from the closest international airport to your usual place of residence unless otherwise approved), uniform, insurance and the other matters which Unisport is obliged to provide under clause 5.1 of the Agreement.

- 6.2. On accepting the Agreement you agree to pay a deposit of \$250 (unless otherwise agreed in writing) when completing the UniSport registration.
- 6.3. The balance of the participant contribution must be paid to UniSport prior to your departure to the event.
- 6.4. If you fail to pay the participant contribution (including the deposit) prior to arrival at the event, UniSport may terminate this Agreement immediately. Without limiting UniSports' right to terminate the Agreement, UniSport reserves the right to recover from you the participant contribution, together with interest on the sum outstanding, by legal proceedings and to seek costs against you. Your failure to pay the participant contribution by the due date may also be taken into account in the future selection of teams by UniSport.

7. Media and social media

7.1. You will:

- a. Not comment negatively on UniSport, any UniSport official, any UniSport program, or any athlete or official competing in the Event;
- b. Not have or make any agreements, arrangements or understandings for:
 - i. Exclusive media interviews;
 - ii. Acting as a journalist or in any other media capacity
 - iii. Authoring any public or media comment; or
 - iv. Any interview for reward;

Without prior written consent of the UniSport Chief Executive Officer.

7.2. You are entitled to make public comment and/or communicate with the media in relation to your personal performance in training or competition. Assistance is available from UniSport in relation to public relations and media advice if required.

7.3. You will otherwise comply with social media guidelines issued by UniSport from time to time.

8. Marketing

You hereby give your irrevocable consent for UniSport to reproduce, use, publish and distribute their likeness, image or identifiable attributes, without charge, in any format or media worldwide, in any or all of UniSports' promotional material. Specifically, you are aware that material bearing your likeness, image or identifiable attributes will be used to promote Australia's participation in these and future events, and may be used in commercial and promotional activities seeking to generate sponsorship, licensing, advertising and marketing programs. All such use is consented to.

9. Propaganda & Advertising

9.1. As an UniSport participant you must endeavour to protect UniSport sponsors and UniSport against ambush marketing. For the Period of the Agreement you will agree to:

- a. not make statements or demonstrations (whether verbally, in writing or by any act or omission) regarding political, religious or racial matters, as such matters are contrary to the objects and purposes of UniSport. Sanctions may be imposed on you including but not limited to termination of the Agreement, if you make such a statement or act;
- b. obtain the prior written approval of the UniSport Chief Executive Officer to have any publicity or propaganda on clothing worn by you or on accessories or equipment used by you during the Period of the Agreement before wearing or using such clothing or equipment; and

- c. not allow your name, image, likeness, person or performance as an UniSport participant (“Identity”) to be used by any party for advertising, sponsorship, endorsement or promotional purposes for the Period of the Agreement, without the prior written approval of the UniSport Chief Executive Officer.

10. Sponsorship

Other than for any sponsor(s) you may have as at the date you accept this Agreement and which are deemed conflicting sponsors under clause 10.2 you agree to:

- a. Participate in appropriate sponsorship activities in a manner compatible with enhancing UniSports’ reputation and with fundraising activities of UniSport;
- b. assist and co-operate with UniSport and UniSports’ corporate partners (“Corporate Partners”) to enable UniSport and those sponsors to maximise the promotional benefits from the Corporate Partners’ sponsorship of UniSport;
- c. comply with all reasonable directions of UniSport in assisting UniSport and its Corporate Partners;
- d. allow UniSport to use your Identity to promote UniSport or any program of UniSport; and
- e. not appear or participate in, or permit your Identity to be used in, any advertising, promotion or marketing activities for any person other than UniSport or the UniSports’ sponsors, without the prior written consent of the UniSport Chief Executive Officer, to which consent will not be unreasonably withheld.

You must formally notify UniSport of your current sponsorship arrangements in writing at the time of your entering into this Agreement by completing Annexure A.

In its sole discretion UniSport will determine whether there is a conflict between your sponsors and the UniSports’ corporate partners for the purposes of this clause.

11. Exclusion of liability and indemnity

11.1. In this clause “UniSport” means and includes:

- a. UniSport, its Board, officers and managers;
- b. Officials, coaches, medical practitioners, sports scientists, therapists and other officials of UniSport;
- c. Any independent contractor from time to time employed by UniSport; and
- d. Any voluntary worker carrying out duties for UniSport whether in an honorary or unpaid capacity or otherwise.

11.2. You agree that UniSport, its servants, agents or employees shall not under any circumstances whatsoever be under any liability to you, your heirs, executors, administrators and assigns, for any loss, damage or injury of whatsoever kind arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of UniSport and connected with my membership on the Team, my participation or non-participation (including any training) in the event, any disciplinary action taken against or directed at me by UniSport or your University Sports Association, any medical or scientific examinations and tests conducted on you during the Period of the Agreement, and/or any issue arising in respect of selection.

11.3. You indemnify and will keep fully indemnified UniSport from and against all actions, suits, causes of action, proceedings, claims, demand, costs, expenses and damages whatsoever

which may be taken or made against UniSport or incurred or become payable by UniSport in conjunction with, or arising out of any loss, damage or injury referred to in clause 11.2.

12. Termination

12.1. This Agreement may be terminated prior to the end of the Period of the Agreement by:

- a. Agreement between you and the UniSport Chief Executive Officer;
- b. If, at any time, you fail to comply with any of your obligations in the Agreement, or you commit a breach of discipline, or behave in a manner that brings yourself, the sport or UniSport into disrepute, in which case the UniSport Chief Executive Officer may by written notice to you terminate the Agreement;
- c. If, you are injured, ill or otherwise incapacitated such that after medical examination, the Chef de Mission or UniSport Chief Executive Officer considers you are unfit to participate or officiate in the Event, in which case the UniSport Chief Executive Officer may by written notice to you terminate the Agreement.
- d. If this Agreement is terminated under clause 12.1 you will automatically be withdrawn from the Team and be required to leave the Event and return to your usual residence in Australia at your own expense immediately.

12.2. If this Agreement is terminated under clause 12.1(b) you may also be disciplined by your University Sports Association and/or National Sporting Organisation and/ or by UniSport under their respective constitutions and rules.

12.3. If the Agreement is terminated under clause 12.1 at UniSport's sole discretion any costs incurred by Australian University Sport associated with your selection into the UniSport Team may be withheld from the Participation Contribution.

13. Disputes

- a. If you and UniSport are in dispute about the interpretation of the Agreement, or any other matter arising under it, it is accepted to try and negotiate in good faith to resolve it.
- b. If such negotiation does not result in an agreement, then the parties agree that any dispute relating to this Agreement, whether arising during the term of this Agreement or after its termination, will be solely and exclusively resolved by the Appeals Arbitration Division of the Court of Arbitration for Sport according to the Code of Sports-Related Arbitration.
- c. The Court of Arbitration for Sport will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures. The decisions of the Court of Arbitration for Sport will be final and binding on the parties.
- d. In the interests of speedy and expert resolution of any such disputes, you hereby surrender any right you may have to institute or maintain proceedings in any court or other judicial authority in relation to any such dispute or any right to file any appeal, review or recourse to any court or other judicial authority from any arbitral award, decision or ruling issued by the Court of Arbitration for Sport. In particular, and without restricting the generality of the foregoing and for further and better assurance notwithstanding that such provisions have no applicability, you agree that neither party will have the right of appeal under sections 34 and 34A of the Commercial Arbitration Act, 2010 (NSW) or equivalent in any of the Australian states or territories or to apply for the determination of a question of law under section 27I of such Act or equivalent in any of the Australian states or territories.

- e. The sole grounds for disputing a decision or other act or omission by the UniSport, the UniSport Chief Executive Officer or the Chef de Mission or their authorised delegate(s) are that it:
 - i. was affected by actual bias; or
 - ii. was obviously or self-evidently so unreasonable or perverse that it can be said to be irrational.
- f. The parties consent to the Grounds of Appeal to CAS, the names of the arbitrators, the date for hearing, the award and the reasons being made public.

14. Governing law

- a. The Agreement shall be governed by and construed in accordance with the Laws of Queensland and you and UniSport each agree to submit to the jurisdiction of the Courts of Queensland.
- b. The Court of Arbitration for Sport will determine any dispute according to the laws applicable in the State of New South Wales. The Seat of the Court of Arbitration for Sport is in Lausanne, Switzerland.
- c. To the extent that this Agreement is inconsistent with the Code of Sports – Related Arbitration of the Court of Arbitration for Sport, this Agreement prevails and amends the Code to that extent.

15. Modifications

Any amendments to this agreement are invalid, unless in writing and agreed by the parties.

16. Cooperation

Each of the parties will execute any document and do anything reasonably required from time to time to perform his, her or its obligations under the Agreement.

17. Uniform

UniSport is constantly working on upgrading the clothing package through sponsorships and will provide a comprehensive general team outfit for each team member, which must be worn as per UniSport guidelines. All competition wear is the responsibility of each NSO or the University.

18. No employment

I agree that this is not an employment Agreement and does not make me an employee of UniSport. I acknowledge that I am not required to provide services to UniSport and that any services provided by me under this Agreement are provided to the Team and my fellow Team members as a whole.

19. Severability

Should any provision of this Agreement or its application be held as invalid or unenforceable then the remainder of this Agreement and its application will not be affected and will continue as valid and enforceable to the fullest extent permitted by law or equity.

I am pleased to confirm the expectations and arrangements in respect of your appointment as a member of the team at **2023 FISU Winter World University Games**. If you have any questions, please contact me.

Post: Suite 1.12, Sports House

150 Caxton St, Milton, QLD, 4064

Phone: 07 3876 4621

Email: siobhan.james@unisport.com.au

Yours sincerely,

A handwritten signature in black ink that reads 'Mark Sinderberry'.

Mark Sinderberry

Chief Executive Officer

TEAM MEMBER AGREEMENT

I have read this Team Member Agreement and understand by selecting 'I agree' as part of my UniSport online registration I acknowledge and agree to be bound by them.