

# UniRoos Guideline

## UniRoos Selection of UniSport High Performance Teams

### 1. Philosophy

- 1.1. The over-riding principles to be applied by UniSport (including its selectors) in selecting Athletes and Officials, all inclusive as Team Members to represent Australia and UniSport in the various university sport events and activities set out in this guideline are:
  - a. To support the NSO pathway and identify and select Athletes who have the potential to achieve high quality performance in international university events; or
  - b. provide an opportunity for UniSport members to represent UniSport at an international event
- 1.2. The events and activities for which teams will be selected under this guideline vary from Sport to Sport but include:
  - a. Summer World University Games;
  - b. Winter World University Games;
  - c. World University Championships;
  - d. University World Cups;
  - e. Qualifying events (such as national events or continental events); and
  - f. international university sport tours, including tours within Australia.

### 2. Definitions

- 2.1. In this guideline, the following words have the following respective meanings:

**Athlete** means a person who has notified their NSO and UniSport in accordance with this Policy that he/she wishes to be considered for selection under this Policy.

**UniSport Anti-Doping By-Law** means the Anti-Doping By-Law of UniSport as in force from time to time.

**Board** means the Board of Directors of UniSport as constituted under the UniSport Constitution.

**Chef de Mission** means the person appointed under clause 5 to be the team manager of the Australian team at the Event.

**Chief Executive Officer or CEO** means the Chief Executive Officer of UniSport from time to time.

**Exceptional Circumstances** includes but is not limited to circumstances caused by injury or illness or any other matters outside of the control of the Athlete (eg family bereavement, equipment failure, travel delays) which, in the opinion of the relevant NSO and/or UniSport, resulted in either their performance being adversely effected, or which resulted in them not competing in, the relevant Selection Trial/s and/ or training camps. If an Athlete is unable to attend a Selection Trial, event or training camp which is compulsory under this Policy, s/he must advise the CEO of this fact and the reasons for their non-attendance before the date of the relevant trial, event or camp. In the case of illness or injury the Selection Panel may require the Athlete to undergo a medical examination by a doctor or doctors as determined by the CEO or his/her nominee.

**Event** means the events, competitions, tours and other activities for which UniSport chooses to enter a team to compete or participate in as specified in clause 1.2.

**FISU** means the Federation Internationale Du Sport Universitaire or the International University Sports Federation of which UniSport is a member.

**Management Official** means any official appointed by UniSport or other person or organisation to assist with the administration and management of the team for the Event.

**Medical Official** means any doctor, physiotherapist, massage therapist or other medical official appointed by UniSport or other person or organisation for the Event.

**Member Association** has the same meaning as set out in the constitution of UniSport.

**NSO** means the National Sport Organisation or National governing body for a relevant sport.

**Officials** means and includes all Medical Officials, Sport Section Officials, Technical Officials and any other Management Officials, including coaches and managers, appointed by UniSport or other person or organisation for the Event.

**Other Considerations** means the considerations which the relevant Selection Panel may take into account in addition to the other criteria in this Policy, as described in clause 9.4.

**Selection Criteria** has the meaning given in clause 9.

**Selection Panels** means the groups of persons appointed in accordance with clause 6 of this Policy who are together responsible for selecting Sport Section and Medical Officials in the relevant Event.

**Selected** means the Team Member has been chosen on behalf of UniSport by the NSO (applicable only to Athletes, Sport Section and Technical Officials) or by the Selection Panel (applicable only to Management Officials and Medical Officials) to be a member of the relevant team for the relevant event as set out in this Policy.

**Selection Trial** means an event or activity designated as such for the purpose of assisting in the selection process.

**Sport** means a sport which is approved by the Board of UniSport as one in which UniSport may select teams to compete in as specified in the current insurance certificate of currency.

**Sport Section Official** means a person selected by UniSport and/ or the relevant National Sporting Organisation NSO (or equivalent) to represent UniSport and Australia at various university sport events in a sport specific coaching, management, medical or other team support role.

**Team Member** means any Athlete and/or Official selected to represent UniSport and Australia in various university sport events.

**Technical Official** means a person selected by UniSport and/ or the relevant NSO (or equivalent) to represent UniSport and Australia at various university sport events to assist in the officiating of the competition under FISU regulations (Judges, Referees, Umpires).

2.2. This Policy is to be interpreted as follows:

- a. Words not defined in this Policy have the meaning ascribed to them in the Constitution of UniSport unless a contrary meaning appears from the context.
- b. Unless the context otherwise requires, reference to:

- i. the singular includes the plural and the plural includes the singular and words importing one gender include the others;
- ii. persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and permitted assigns and substitutes; and
- iii. a party includes the party's executors, administrators, successors and permitted assigns and substitutes.
- c. To the extent that this Policy is inconsistent with the Code of Sports – Related Arbitration of the Court of Arbitration for Sport, this Policy prevails and amends the Code to that extent.
- d. If a person to whom this Policy applies consists of more than one person, then this Policy binds them jointly and severally.
- e. A reference to time, day or date by which an obligation or act must be performed or otherwise is to time, day or date of Brisbane, Australia.
- f. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- g. A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the document or any part of it;
- h. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- i. Headings are for convenience only and do not form part of this Policy or affect its interpretation.
- j. No particular part of the Selection Criteria in this Policy shall be weighed more or less significantly by reason only of the order in which that criteria appears in this Policy.

### **3. Application of this policy**

#### **3.1. This policy applies to:**

- a. Athletes;
- b. Officials;
- c. NSOs;
- d. UniSport Member Universities; and
- e. UniSport.

### **4. Changes to this policy**

- 4.1. UniSport may change this Policy from time to time, provided that it shall, with assistance from NSOs, provide as much notice of such change as is possible in the circumstances to all affected Athletes, Officials, Member Associations and others as determined by UniSport.
- 4.2. Where UniSport considers it appropriate, it or its representative will consult with the relevant NSO for the Sport to which the changes refer when amendments to this Policy are made.
- 4.3. The CEO will take reasonable steps to give written notice to any NSOs affected by any amendments and/or supplements to this Policy. It is the responsibility of the NSO to supply notice to Team Members.
- 4.4. Apart from any other steps the CEO may take, he/she will be deemed to have complied with this clause if he/she posts written notice to the address last notified to UniSport by the NSO.

### **5. Process for the selection of the Chef de Mission for World University Games**

- 5.1. UniSport will seek to appoint a Chef de Mission who is a proactive and motivational leader who supports and promotes the team by creating a team environment conducive to a productive and positive competition and team experience for all Team Members.

- 5.2. The appointment of the Chef de Mission will be managed by the UniSport CEO and General Manager – International Program and will be ratified by the UniSport Board.
- 5.3. UniSport will determine the appointment term for the Chef de Mission however it is preferable that the Chef de Mission be appointed for two successive World University Games.

## **6. Process for the selection of senior management officials and medical officials for World University Games**

- 6.1. The selection of the Management Official(s) and Medical Official(s) for each Event (including the structure and size of the contingent comprising the Management Officials and Medical Officials) will be solely conducted by UniSport in its absolute discretion.
- 6.2. Notwithstanding clause 5.1, UniSport will target and recruit for the appointment of Management Officials and Medical Officials in consultation with the peak bodies such as the AOC, CGA and AIS and other key stakeholders as deemed appropriate by UniSport. However, UniSport may select any person to the role of Management Official and Medical Official and is not obliged to follow any nomination by key stakeholders.
- 6.3. UniSport will seek to ensure that all Management Officials and Medical Officials have a thorough understanding of high performance sport principals and are suitably qualified and experienced in providing support to high performance sporting teams. Position descriptions will be developed for all positions to assist in the appointment process.
- 6.4. The appointment of all Management Official(s) and Medical Official(s) will be managed by the UniSport General Manager – International Program in consultation with the UniSport CEO and Chef de Mission. From time to time UniSport may convene a selection panel to assist UniSport in the process of selecting Management Officials, Medical officials and administration and/or media roles. In doing so, UniSport shall appoint a selection panel comprising of three persons who shall include:
  - a. the UniSport General Manager – International Program;
  - b. one person recommended by UniSport with experience relevant to the event; and
  - c. one person who has experiences with high performance sport;

with such selection panel to make selection recommendations to UniSport. UniSport may select any person as a Management Official, Medical Official or any person to administration and/or media roles and is not obliged to follow the recommendation of any selection panel.

- 6.5. UniSport will aim to ensure succession planning is considered in the appointment process.
- 6.6. UniSport will determine the appointment term of Management Officials and Medical Officials.
- 6.7. Any requirements of the UniSport concerning the selection of senior Management Officials and Medical Officials are guidelines only and are not nomination or selection criteria. UniSport may amend these requirements at any stage, whether generally or specifically to an individual Management Official or Medical Official's position.
- 6.8. If a Management Official or Medical Official is selected under this Policy, the Management Official and/or Medical Official acknowledge and agree that:
  - a. Their selection is conditional upon signing an applicable Team Membership Agreement for the Event to which the Management Official or Medical Official is selected.
  - b. They may be subject to drug testing by the Australian Sports Anti-Doping Agency and/or other recognised drug testing authority, and must comply with the UniSport Anti-Doping Policy and any other applicable anti-doping policy;
  - c. They must pay the participant contribution (which is non-refundable), if any, as determined by UniSport by the due date, as notified to the Management Official and/or Medical Official by UniSport or on its behalf.
- 6.9. There is no appeal against any Management Official or Medical Official's selection or non-selection by UniSport.

## 7. Process for sport specific selections for World University Games and Championships

- 7.1. Unless otherwise agreed with UniSport, each NSO will:
- a. Make recommendations to UniSport of Athletes (subject to clause 8), Sport Section Officials and Technical Officials within its sport. Selection as a Team Member is subject to UniSport approval and in the case of Athletes, subject to completion of the relevant eligibility certificate by the stipulated due date, to the satisfaction of UniSport.
  - b. Provide each Athlete, Sport Section Official, Technical Official, and all other individuals (including coaches, management and officiating staff eg: judges/referees/umpires) and organisations with a legitimate interest in the application and selection process for a particular Event:
    - i. A copy of this policy;
    - ii. A copy of the relevant Selection Criteria for the sport established by the NSO in respect of selection to a particular Team
- 7.2. For Sport Section Officials and Technical Officials to be eligible for recommendation by the NSO to UniSport under this Policy, each Sport Section Official and Technical Official must first:
- a. Satisfy any technical eligibility requirements or selection criteria of the relevant NSO, and by the due date and time; and
  - b. Complete and sign the relevant form/s made available by UniSport; and
  - c. Return the above to the CEO by no later than the due date and time specified. The CEO may accept an application after this time if in his/her opinion there were/are Exceptional Circumstances which caused the delay in meeting the due date/time.
- 7.3. If a Sport Section Official, Technical Official or Athlete is selected under this Policy, the Sport Section Official, Technical Official or Athlete acknowledges and agrees that:
- a. They will be required to sign the UniSport Team Member Agreement as a condition of such selection;
  - b. They must pay the participant contribution (which is non-refundable), if any, as determined by UniSport by the due date, as notified to the Team Member by UniSport or on its behalf.
  - c. They may be subject to drug testing by the Australian Sports Anti-Doping Agency and/or other recognised drug testing authority, and must comply with the UniSport Anti-Doping Policy and any other applicable anti-doping policy;
- For Athletes only,
- d. They must maintain a designated level of fitness, and standard of competitiveness as per selection by the NSO prior to the relevant event for which they have been selected.
- 7.4. Following consultation with the NSO and where UniSport considers appropriate, UniSport may nominate the winning university of the relevant sport division from the most recent UniSport Nationals to represent UniSport.
- 7.5. Failure to comply with any part of clauses 7.2 or 7.3 may result in not being eligible for selection or if selected, being removed from the team.
- 7.6. A person seeking selection may withdraw their application for selection at any time prior to the selection by giving notice in writing to that effect to the NSO or CEO.

## 8. Process for sport specific selections for University World Cups

- 8.1. You In accordance with FISU regulations, participation in these events are university based and entry is determined through continental qualifiers.
- 8.2. UniSport member universities will have the opportunity to participate in national qualifying events. Winners of the national qualifying events will gain the right to enter the continental qualifying event.

- 8.3. Selection of athletes and officials for national or continental qualifying events as well as the World Cups will be the responsibility of the participating university however must be in accordance with FISU regulations in regards to age, academic eligibility and team size.
- 8.4. Australian universities who qualify for University World Cups may be required to enter an agreement with FISU in regards to obligations of participation.

## 9. Athlete eligibility requirements

- 9.1. **FISU World University Games and Championships:** In order to be eligible to seek selection and be selected under this Policy to compete at a FISU World University Games or World University Championship, each Athlete must:
  - a. be an Australian citizen; and
  - b. be at least 17 and less than 25 years of age on January 1st in the year of competition, in accordance with the FISU Regulations; and
  - c. Either:
    - i. be enrolled in, and currently proceeding towards, a course of study at a university, college of technical and further education or such other tertiary organisation as set out in clause 8.2 of this Policy. For the purposes of this sub-clause "currently proceeding" includes the fact that the Athlete is not deferred from their course of study at the time eligibility is to be met and until the time specified in clause 8.3; or
    - ii. have graduated from one of the institutions referred to in clause 8.1(c)(i) in the year immediately prior to the event (so for example, if the event commences on 3 July 2021 then the Athlete must have graduated after 3 July 2020); provided that:
      - a. under either 8.1(c)(i) or 8.1(c)(ii) above, such eligibility is to be met to the satisfaction of UniSport by no later than the date and time stipulated on which UniSport confirms their selection to the team (see clause 7.1) and such eligibility must continue to apply in accordance with clause 8.3 of this Policy; and
      - b. by the date and time referred to in clause 7.1, the Athlete must provide proof to UniSport of compliance with clause 8.1(c)(i) or 8.1(c)(ii) by providing the FISU Eligibility Certificate signed by the University Registrar (or equivalent position) and sealed by the Universities (or other tertiary institutions) Seal, verifying that the Athlete complies with clause 8.1(c)(i) or 8.1(c)(ii) at the time of verification and for the period set out in clause 8.3.
- 9.2. For the purposes of clause 8.1 the courses of study which apply are those which are a diploma or higher, including an advanced diploma, bachelor degree, graduate diploma, graduate certificate, masters degree and doctoral degree. In addition "Other tertiary organisations", as described in clause 8.1, are those institutions recognised as a tertiary institution by the Australian government and as such listed as a higher education institution on the TEQSA national register.
- 9.3. If an Athlete is selected under this Policy the eligibility requirements under clause 8.1 must continue to be met to the satisfaction of UniSport until the cessation of the relevant Event for which the Athlete was selected.
- 9.4. **FISU University World Cups**  
The above eligibility requirements apply with the exception of citizenship. However all athletes must represent the same university.
- 9.5. **Non-FISU events:** In order to be eligible to seek selection and to be selected under this Policy to compete in a non-FISU international tour, Athletes must:
  - a. be an Australian citizen;
  - b. be enrolled and currently proceeding in a course of study at a university or other tertiary institution. For the purposes of this sub-clause "currently proceeding" includes the fact that the Athlete is not deferred from their course of study at the time eligibility is to be met; and

- c. by the date and time on which applications seeking selection under this Policy close, provide proof to UniSport of compliance with (b) by providing UniSport with the UniSport High Performance Eligibility Certificate (for Non-FISU events), signed by the University Registrar (or equivalent position) and sealed with the University's (or other tertiary institutions) seal.

## 10. Selection criteria for World University Games and Championships

- 10.1. For each sport on the programme of an Event and for each Event, UniSport will adopt Selection Criteria established by the NSO for the relevant Sport.
- 10.2. Subject to clauses 9.3 and 9.4, in all selections to which this Policy applies, the criteria to be applied by the Selection Panel for the relevant Team Member is subject always to the overriding principles as set out in clause 1.1 of this Policy. There is no obligation on the selectors (or Selection Panel) to select Athletes or Officials to fill all available places available for the Event.
- 10.3. Subject to the Selection Criteria under clause 9.1, UniSport, in conjunction with the relevant NSO and the Selection Panels, may decide in their absolute discretion to take account of any Exceptional Circumstances which may result in an Athlete's performance being adversely affected in a Selection Trial/s or otherwise.
- 10.4. In addition to clauses 9.1 to 9.3, in all selections made under this Policy, UniSport and the Selection Panels may decide in their absolute discretion to take into account matters in addition to those set out in the Selection Criteria (defined as "Other Considerations" in this Policy) including the following factors:
  - a. the past performances at national level in the last two years;
  - b. past international performances;
  - c. the attitude and behaviour (past and current) of the applicant;
  - d. the applicant's current level of skill and fitness;
  - e. any other factors considered relevant in the circumstances.

## 11. Selection withdrawal

- 11.1. A Team Member who is selected under this Policy may be withdrawn by the UniSport CEO from the team if s/he:
  - a. breaches or fails to comply with this Policy;
  - b. breaches or fails to comply with the UniSport Team Member's Agreement;
  - c. brings UniSport, their Sport, or themselves into disrepute; or
  - d. has an illness or injury which in the relevant Selection Panel's opinion prevents the Team Member from meeting the overall principles of selection (set out in clause 1).
- 11.2. Any selected Team Member may be withdrawn by the UniSport CEO if any of the grounds in clause 10.1 occur. The UniSport CEO shall notify the Team Member in writing of the alleged breach or grounds upon which it is proposed that s/he be withdrawn. The team member be given a reasonable opportunity (with such time period to be set by the UniSport CEO) to provide reasons why they should not be withdrawn.
- 11.3. A selected Team Member may withdraw their selection by giving notice in writing to the UniSport CEO. If this occurs:
  - a. UniSport reserves the right to demand payment of any funds it has incurred on behalf of the Team Member in respect of their selection.
  - b. Without limiting clause 10.3.1, if a Team Member withdraws while the Team Member is at the Event, the Team Member shall be required to meet all costs (including travel, accommodation) incurred up to the date of such withdrawal.
- 11.4. If a selected Team Member is withdrawn from selection, the Selection Panel may consider another Team Member who in the Selection Panel's opinion will best achieve the overall philosophy as set out in the clause 1 of this Policy.

## 12. Notification

- 12.1. NSOs will notify and deal with any selection appeals before forwarding the selected Athletes', Technical Officials' and Sport Section Officials' details to UniSport.
- 12.2. All Management Officials and Medical Officials seeking selection under this Policy shall be notified by the CEO that they have, or have not, been selected for an Event (as the case may be) as soon as practicable after the Selection Panel has made its decision. The UniSport CEO may also advise the selected Team Members of their selection in person.
- 12.3. Any public announcement of any selections will be made by the UniSport CEO, or their nominee.

