



Paralympics New Zealand Incorporated

General Selection Regulation for PNZ Managed Sports

Commencement Date

1 January 2017

Issued 31 January 2017

Paralympics New Zealand Incorporated

General Selection Regulation for PNZ Managed Sports

1. Objectives of this Regulation

- 1.1 The objectives of this Regulation are to clearly document and make available to all Athletes and Sports Organisations of PNZ Managed Sports the process and Selection Criteria to be used by PNZ in selecting Athletes for Major International Events.
- 1.2 For the avoidance of doubt, nothing in this Regulation shall apply to the process and criteria to be used by PNZ in selecting Athletes to attend the Paralympic Games.

2. Application of this Regulation

- 2.1 This Regulation is issued by the Board under the Constitution.
- 2.2 This Regulation shall take effect from 1 January 2017
- 2.3 This Regulation applies to all Members of PNZ, the Board and Athletes wishing to be considered for selection to a Team to compete in a Major International Event.

3. Definitions

Affiliate Member	means a Member of PNZ as defined in the Constitution.
Announcement Date	means the date that PNZ publicly announces the selection of a Team to attend a Major International Event, or any other date as determined by PNZ.
Application Date	means the date specified by PNZ by which any Athlete seeking selection to a Team must complete and return to PNZ an Athlete Application.
Athlete	means a person who wishes to be considered for selection to a Team under this Regulation.
Athlete Agreement	means the agreement that must be completed by any Athlete who has not already signed a HP Athlete Agreement and who has been selected to a Team and which is attached to this Regulation as Schedule 2 .

Athlete Application	means the form that must be completed by any Athlete applying to be selected to a Team and which is attached to this Regulation as Schedule 1 .
Board	means the Board of PNZ as constituted under the Constitution.
Board Members	means the members of the Board of PNZ as defined in the Constitution.
CAS	means the Court of Arbitration for Sport.
Chief Executive	means the Chief Executive Officer of PNZ and includes his/her nominee.
Commencement Date	means the date this Regulation came into force, as set out in clause 2.2.
Constitution	means the Constitution of PNZ.
Cycling	means the sport of cycling and includes the disciplines of mountain (off-road) biking, road and track cycling, and BMX.
DFSNZ	means Drug Free Sport New Zealand.
General Selection Criteria	means the general selection criteria set out in clause 8.4.
HP Athlete Agreement	means the PNZ High Performance Agreement between PNZ and an athlete that must be agreed by any athlete who is a member of the PNZ high performance programme.
IF	means an International Sports Federation.
IPC	means the International Paralympic Committee.
Major International Event	means any of the events listed in Schedule 4 .
Member	means a member of PNZ as specified in the Constitution.

NSO	means a National Sports Organisation.
Panel	means the PNZ selection panel constituted in accordance with clause 4.1.
PNZ	means Paralympics New Zealand Incorporated.
PNZ Code of Conduct	means any code of conduct issued by the Board.
PNZ Managed Sport	means a sport that is both PNZ managed and invested including but not limited to athletics, Cycling, shooting and swimming.
PNZ Selector	means a selector on the Panel appointed in accordance with clause 4.
Principal Member	means a Member of PNZ as defined in the Constitution.
Selection Appeal	means an appeal by an Athlete against their non-selection brought in accordance with clause 11.
Selection Criteria	means the Specific Criteria and General Selection Criteria set out in clause 8.
Selected Athlete	means an Athlete selected by the Panel in accordance with clause 8.
Specific Criteria	means the specific criteria set out in clause 8.2.
Sports Organisation	means any NSO of a PNZ Managed Sport that is a Member of PNZ.
Sports Tribunal	means the Sports Tribunal of New Zealand established under the Sports Anti-Doping Act 2006.
Team	means a New Zealand Team selected in accordance with this Regulation to compete in a Major International Event and excludes any Athletes selected as reserves.
WADA	means the World Anti-Doping Agency.

Unless specified otherwise, any other terms used in this Regulation shall have the meanings set out in the Constitution.

4. **Selection Panel**

- 4.1 **Sub-Committee:** In accordance with the Constitution and this Regulation, the Board shall appoint, as necessary, a sub-committee to be known as the PNZ Selection Panel (“Panel”) to select Athletes to Teams.
- 4.2 **Composition:** The Panel shall comprise of three PNZ Selectors who meet the criteria for appointment specified in clause 4.4 (Criteria for Appointment).
- 4.3 **Application Process:** Any person seeking to be a PNZ Selector must make a written application to the Chief Executive. All applications must be submitted by the date specified by the Chief Executive, unless otherwise agreed with the Chief Executive. The Board and/or the Chief Executive may invite any person to make an application to be a PNZ Selector. Board Members may apply to be appointed as a PNZ Selector but if they do so, they must remove themselves from any part in the deliberations or appointment of the Panel by the Board and any matters where clause 4.8 (Conflicts of Interest) applies. Once the applications have been received by the Chief Executive, he/she will make recommendations to the Board of the persons (if any) he/she considers suitable for appointment as PNZ Selector(s). The Board may call for further applications if it so wishes. The Board shall determine from amongst the applications (including any recommendations from the Chief Executive) which persons to appoint as PNZ Selectors and shall notify the successful applicants of their appointments.
- 4.4 **Criteria for Appointment:** In considering the applications for appointment as a PNZ Selector, the Board shall appoint based on merit and in doing so shall take into account the following factors about the applicant:
- a. their prior experience as a selector;
 - b. their knowledge of, and experience in high performance sport;
 - c. their occupational skills, abilities, and experience; and
 - d. their knowledge of, and experience in, sport generally.
- 4.5 **Chairperson:** A chairperson of the Panel shall be appointed by the Board from amongst the three PNZ Selectors appointed to the Panel.
- 4.6 **Quorum:** The quorum for all meetings of the Panel (including meetings held by teleconference) is three PNZ Selectors.

4.7 **Term of office:** All PNZ Selectors will be appointed for a period of one year or such other period as determined by the Board. If a PNZ Selector resigns during their term of office, the Board shall appoint a replacement person for the balance of the term on the recommendation of the Chief Executive.

4.8 **Conflicts of Interest:** If any PNZ Selector has, or considers, they may have, a conflict of interest in considering the selection or otherwise of an Athlete(s) to a Team he or she must declare such a conflict, or potential conflict, immediately to the Chief Executive. The Chief Executive shall decide whether the PNZ Selector is able to deliberate and/or vote on the selection or otherwise of that Athlete(s) and/or, if the nature and extent of the conflict is such that the PNZ Selector should be removed from the Panel, to recommend such removal to the Board under clause 4.9 (Removal).

4.9 **Removal:** The Board may remove any one or more of the PNZ Selectors (either permanently or for such period as the Board considers appropriate), if the Board considers, in its sole discretion, that:

- a. the PNZ Selector has a conflict of interest which cannot be resolved to the Board's satisfaction;
- b. there are circumstances which may give rise to a question of bias in the selection process;
- c. the PNZ Selector has breached any PNZ Code of Conduct and/or any PNZ regulation; or
- d. the PNZ Selector has brought PNZ (including any employee, official or Member) into disrepute.

Before removing any PNZ Selector from the Panel, the Board must notify the PNZ Selector of its proposal to remove him/her and give the PNZ Selector an opportunity to make submissions on the proposed removal.

4.10 **Replacement Member:** If the circumstances in clause 4.9 (Removal) occur, the Board shall appoint a replacement PNZ Selector for the balance of the term on the recommendation of the Chief Executive.

4.11 **Role and Responsibilities:** The role of the Panel is to select from amongst the Athletes eligible under clause 6 (Eligibility for Selection) those Athletes it considers should be selected to a Team. The responsibilities of the Panel are to:

- a. agree in writing to adhere to this Regulation and any other rules, regulations or reasonable directions of the Board;

- b. select the Athletes who it considers should be selected to a Team in accordance with the applicable Selection Criteria and in accordance with this Regulation;
- c. follow the procedure set out in this Regulation;
- d. keep all deliberations and discussions regarding selection matters confidential to the Panel, unless authorised by the Board to disclose matters in accordance with this Regulation;
- e. support and promote the Selection Criteria and processes for selection as set out in this Regulation; and
- f. be positive advocates for PNZ and all of its activities.

4.12 Procedures:

- a. The Panel shall meet as and when required and on request by the chairperson of the Panel, or the Chief Executive.
- b. The chairperson of the Panel shall ensure that minutes are taken of all meetings of the Panel (including all meetings held by teleconference or other electronic means). All minutes are to be kept confidential to the Panel, the Chief Executive, and the Board, unless otherwise determined by the Chief Executive.
- c. The chairperson of the Panel shall also ensure that there is a record of all documents relied on by PNZ Selectors and all other communications regarding the selection and non-selection of Athletes to a Team. All such documentation and communications are to be kept confidential to the Panel, the Chief Executive, and the Board, unless otherwise determined by the Chief Executive.
- d. The Panel shall use its best efforts to achieve its decision by consensus however, if any decision is not unanimous, the decision of the majority of PNZ Selectors will be sufficient.
- e. All public comments regarding the selection or non-selection of any Athletes to a Team will be made by the Chief Executive as determined by the Chief Executive, and no other person, on behalf of PNZ. For avoidance of doubt, this clause does not prevent any PNZ Selector publicly discussing the selection processes generally or the content of this Regulation, provided that such comments are consistent with and supportive of this Regulation, and have prior written approval by the Chief Executive.

- f. All discussions between a PNZ Selector(s) and an Athlete(s) regarding the selection or non-selection of an Athlete(s) to a Team prior to or after the selection or non-selection shall only occur with the prior written approval of the Chief Executive.
- 4.13 **Expenses:** The Chief Executive may, in his/her sole discretion, reimburse PNZ Selectors for their actual and reasonable expenses incurred in the conduct of their responsibilities.

5. Application and Selection Process

- 5.1 **Application and Selection Process:** The process for application for and selection of a Team shall be as follows:
- a. **Application:** the completion and return to PNZ of an Athlete Application and Athlete Agreement in accordance with clause 6 (Eligibility for Selection); and
 - b. **Selection:** the selection of Athletes in accordance with clause 7 (Selection Procedure) and clause 8 (Selection Criteria).

6. Eligibility for Selection

- 6.1 **Eligibility:** To be eligible for selection to a Team an Athlete seeking selection must:
- a. be a current member of a Principal Member or Affiliate Member of PNZ;
 - b. be a New Zealand citizen;
 - c. have met all the eligibility requirements of the IPC and any other applicable IF requirements for participation in the relevant Major International Event;
 - d. fully complete and return to PNZ, prior to the Application Date, an Athlete Application in the form **attached** as **Schedule 1** to this Regulation;
 - e. have **either**:
 - i. signed a HP Athlete Agreement, prior to the Application Date; **or**
 - ii. agree to, if selected, fully complete and return to PNZ prior to a date determined by PNZ, the Athlete Agreement **attached** as **Schedule 2** to this Regulation;
 - f. sign, observe, comply and abide by the rules and regulations outlined in the IPC Eligibility Code (extract **attached** in **Schedule 3**) distributed to the Athletes by PNZ;

- g. meet the IPC sport-specific classification and have a designated IPC classification status (set out on the IPC website – www.paralympic.org);
- h. have not breached any rules, regulations or policies of the Sports Organisation, PNZ, the IF, the IPC or WADA;
- i. not currently be under disqualification or suspension under the rules, regulations or policies of the Sports Organisation, PNZ, the IF, the IPC or WADA;
- j. have demonstrated to the satisfaction of PNZ that the Athlete is not suffering any physical or mental health impairment that would prevent them from completing in the Major International Event to the highest possible standard;
- k. have acted in such a manner so as not to bring the Athlete, the particular sport, the Sports Organisation or PNZ into public disrepute;
- l. not be in breach of (or under investigation for) any anti-doping offence as defined in the anti-doping rules, regulations and/or policies of the relevant Sports Organisation or IF, PNZ, IPC, or WADA;
- m. from the date specified by PNZ have had their name, contact address details registered with DFSNZ for the purposes of out-of-competition drug testing;
- n. have agreed to be available for drug testing by DFSNZ and/or any other recognised drug testing authority; to comply with the Sports Anti-Doping Rules issued by DFSNZ and adopted by PNZ; to register with WADA for out-of-competition drug testing; and to provide accurate and up-to-date whereabouts information in accordance with the World Anti-Doping Code; and
- o. have demonstrated to the satisfaction of PNZ that they will maintain the designated level of fitness and standard of competitiveness as set out in the Athlete Agreement.

Sub-clause 6.1l of this clause shall not apply to any anti-doping offence for which the Athlete has been sanctioned where such sanction has been satisfied in full.

- 6.2 **Failure to comply:** Failure to comply with, or maintain compliance with, any part of clause 6.1 (Eligibility) may result in the Athlete not being eligible for consideration for selection, or, if selected, being removed from a Team

7. Selection Procedure

- 7.1 **Panel to Select Athletes:** The Panel shall be solely responsible for selecting those Athletes who will be members of each Team in accordance with the Selection Criteria

and this Regulation. Any decision regarding the selection of the Team is at the complete discretion of the Panel.

8. Selection Criteria

8.1 **Selection Criteria:** The Selection Criteria for selection to a Team to compete in a Major International Event is made up of the following parts:

- a. the Specific Criteria specified in clause 8.2; and
- b. the General Criteria specified in clause 8.4.

8.2 **Specific Criteria:** Provided the Panel is satisfied that the eligibility requirements in clause 6 (Eligibility for Selection) are met, the Panel **may** select Athletes who have met the relevant Specific Criteria set out in the Appendices below:

- a. Athletics - **Schedule 5**
- b. Cycling - **Schedule 6**
- c. Shooting - **Schedule 7**
- d. Swimming - **Schedule 8**

8.3 **Achievement of Specific Criteria no Guarantee of Selection:** Achievement of the Specific Criteria by an Athlete does not guarantee or secure selection of the Athlete by the Panel to that particular Team.

8.4 **General Selection Criteria:** The Panel **may** also take into account any one or more of the following factors about an Athlete:

- a. the performance and results of the Athlete, or team in which the Athlete was a member, including consistency of performance and results at events (particularly internationally), competitions, and activities (such as camps and trials), in the period two years preceding the possible selection of the Athlete;
- b. adequate fitness and a commitment to maintain a fitness and training programme as agreed with the applicable coach(es);
- c. demonstrated good behaviour, including a commitment to training and attendance at training camps;
- d. demonstrated compatibility with others in a team environment;
- e. demonstrated compliance with the rules of events and competitions;

- f. understanding and respect for the position on the Team and/or when competing in the Team at the Major International Event, including respect for team members and officials;
- g. willingness to promote PNZ in a positive manner;
- h. demonstrated ability to take personal responsibility for self and their results;
- i. proven ability to be reliable; and
- j. any other factor(s) the Panel considers relevant.

In considering any one or more of the above factors, the Panel may make such enquiries of the Athletes, or other persons, as it sees fit.

- 8.5 **Extenuating Circumstances:** In any decision regarding the selection of Athletes to a Team, the Panel may, in its sole discretion, take into account any Extenuating Circumstances in accordance with clause 9.1 (Extenuating Circumstances).
- 8.6 **No Obligation:** There is no obligation of the Panel to fill any or all of the available places on a Team for a Major International Event.
- 8.7 **Selection may be subject to conditions:** The Panel may, in its discretion, add to, or remove, any Athlete from a Team at any time based on the Selection Criteria. It may also select an Athlete with conditions to be satisfied by a date prior to the commencement of the Major International Event as determined by the Panel. If such conditions are met to the satisfaction of the PNZ Selectors by the specific date, that Athlete shall be selected to the Team.
- 8.8 **Weight to be given to factors:** The Panel may give weight to any one or more of the factors specified in the Selection Criteria and, if it does, to apply them to one or more of the Athletes. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Regulation.
- 8.9 **Reasons for decisions:** The Panel may, in its discretion, provide reasons for its decisions, but there is no obligation to do so.
- 8.10 **Selection following Selection Appeal:** As a result of either an appeal under clause 11 (Appeal Procedure), or new evidence being provided at any stage during an appeal under clause 11 (Appeal Procedure) the Panel may decide not to select an Athlete or to recommend to the Chief Executive to terminate the Athlete Agreement of a Selected Athlete and in place of that Athlete select a reserve or another Athlete.

9. **Extenuating Circumstances**

- 9.1 **Extenuating Circumstances:** In considering the selection of Athletes in accordance with this Regulation, the Panel may in its sole discretion, give weight to any extenuating circumstances which include, but are not limited, to the following:
- a. injury or illness;
 - b. travel delays;
 - c. equipment failure;
 - d. bereavement or personal misfortune; and/or
 - e. any other factors reasonably considered by the PNZ Selectors to constitute extenuating circumstances.
- 9.2 **Athletes to Advise:** Athletes unable to compete at events, trials, or other attendances required under this Regulation and attached Schedules, must advise the Chief Executive of the extenuating circumstances, and reasons, in writing, with as much advance notice as possible and ideally seven days prior to the commencement of the event, trial or other attendance. If the Chief Executive is not notified of any extenuating circumstances in accordance with this Regulation, then the Panel has no obligation to rely on such circumstances.
- 9.3 **Medical Certificate:** In the case of injury or illness, Athletes may be required by the Panel to provide a medical certificate and/or to undergo a medical examination by a medical practitioner/s nominated by PNZ, and to provide that opinion and/or report to the Panel. Any failure to agree to such a request may result in the Panel being unable to consider the injury or illness as an extenuating circumstance.
- 9.4 **Decision:** In the case of any extenuating circumstance/s, the Panel will make a decision on a case by case basis.

10. **Notification of Selection**

- 10.1 **Notification of Selection:** Once the Panel has determined the Athletes to be selected to a Team, each Athlete will be advised verbally and then in writing by the Chief Executive if they have been selected. Each Selected Athlete who has not already signed a HP Athlete Agreement must then fully complete and return to PNZ, prior to the date determined by PNZ, the Athlete Agreement **attached as Schedule 2** to this Regulation.
- 10.2 **Announcement of Selection:** After notification in accordance with clause 10.1 (Notification of Selection), a Team will be publicly announced by the Chief Executive,

and at the same time the relevant Sports Organisations will be notified in writing of the Selected Athletes to the Team.

11. **Appeal Procedure**

11.1 **Selection Appeals:** An Athlete may appeal against their non-selection to a Team in accordance with the procedures set out in this Regulation.

11.2 **Selection Appeals:** A Selection Appeal may be made on any one or more of the following grounds, that:

- a. there were no applicable Selection Criteria to follow;
- b. the Selection Criteria was not properly followed and/or implemented;
- c. there was a breach of natural justice; and/or
- d. there was no material on which the selection decision could reasonably be based.

11.3 **Procedure for Selection Appeals:** The procedure for a Selection Appeal by an Athlete is as follows:

- a. The Athlete wishing to appeal must notify the Chief Executive in writing of his or her wish to appeal ("Notice of Appeal"). This notice may be sent by email, facsimile or post, and must be received by the Chief Executive within two days from the date the selection or non-selection was notified to the Athlete, or the Announcement Date (whichever is the earlier).
- b. The Notice of Appeal must set out the following:
 - i. the decision regarding the Athlete's non-selection in question;
 - ii. the grounds on which the appeal is made; and
 - iii. the reasons or circumstances supporting the alleged grounds of appeal.
- c. Within two days of receiving the Notice of Appeal, the Chief Executive shall in consultation with the Athlete arrange a confidential meeting between the parties and their representatives (if any) at which the parties shall endeavour to resolve the appeal by discussion on a without prejudice basis. Such a meeting (which may be held in person or by telephone) shall be held as soon as possible, and within ten days after the date the Notice of Appeal is received by the Chief Executive. The purpose of such a meeting is to allow the Panel to explain the selection decision and to discuss the concerns of the Athlete. Any person participating in the meeting may, with the agreement of

the other parties to the meeting, ask any other person(s) who has been involved or connected with the selection decision to contribute to the meeting. All participants must agree to be bound by the without prejudice and confidential basis of the meeting.

- d. Any meeting conducted in accordance with clause 11.3c shall be held on a confidential and without prejudice basis. The content of any matters discussed during such meeting may not be used by either party in respect of any hearing of any subsequent appeal or legal proceedings.
- e. If the appeal is not resolved at the meeting referred to in clause 11.3c and the Athlete wishes to proceed he or she may appeal the decision by submitting it to the Sports Tribunal. Such an appeal must be filed with the Tribunal within five working days of the date of the meeting in clause 11.3c and copied to the Chief Executive and the Panel.
- f. The appeal shall be conducted in accordance with the Rules of the Sports Tribunal.
- g. The decision of the Sports Tribunal shall be final and binding on the parties and subject to any rights of review and/or appeal as set out in the Rules of the Sports Tribunal and this Regulation. No party may institute or maintain proceedings in any other Court or Tribunal other than as specified in this Regulation.
- h. If the parties agree, and with leave of the Sports Tribunal, an appeal by an Athlete against the decision of the Panel regarding their non-selection, may be referred directly to CAS in which case the grounds of appeal shall be as set out in clause and 11.2 (Selection Appeals) and CAS shall be vested with the powers of the Sports Tribunal.

12. Removal / Withdrawal from Selection

12.1 Withdraw by Chief Executive: A Selected Athlete may be withdrawn from a Team by the Chief Executive if s/he:

- a. breaches or fails to comply with this Regulation or any term of the Athlete Agreement;
- b. breaches or fails to comply with:
 - i. the Constitution;
 - ii. the regulations and policies of PNZ (including committing any violation of the Sports Anti-Doping Rules);

- iii. the rules of any event, competition or activity in which the Athlete has been selected to participate;
- iv. any reasonable instruction or request by the Chief Executive, or the applicable coach(es);
- c. brings him/herself, another Athlete, a Team, an official, or PNZ into disrepute;
- d. has a significant illness or injury which in the opinion of the Panel will prevent the Selected Athlete from continuing to meet the Selection Criteria on which he or she was selected; and/or
- e. fails to consistently maintain the level of performance and/or results or to maintain the Selection Criteria.

12.2 **Notification of Withdrawal:** Before withdrawing a Selected Athlete under clause 12.1, the Chief Executive shall notify the Selected Athlete of the alleged breach or grounds on which it is proposed to withdraw the Selected Athlete. The Selected Athlete will be given a reasonable opportunity to provide reasons as to why he or she should not be withdrawn, and if the Chief Executive considers it appropriate, s/he may grant the Selected Athlete time to show improvement (in accordance with any conditions the Chief Executive considers appropriate).

12.3 **Voluntary Withdrawal:** A Selected Athlete may withdraw from the Team by informing the Chief Executive of this decision in writing, provided such notice is given no later than twenty-one days prior to the relevant Major International Event.

12.4 **Reserves:** If a Selected Athlete is withdrawn from selection, the Panel (or in cases of urgency, the applicable coach(es) and the Chief Executive or his/her nominee) may select a reserve who, in the opinion of the Panel, meets the Selection Criteria, subject to clause 11 (Appeal Procedure).

13. **Inconsistencies**

13.1 **IPC Inconsistency:** In the event there is any inconsistency between the requirements of the IPC and this Regulation, this Regulation shall prevail.

13.2 **Specific Criteria Inconsistency:** In the event there is any inconsistency between the Specific Criteria and this Regulation, this Regulation shall prevail.

13.3 **Selection Criteria Inconsistency:** If the Selection Criteria set out in this Regulation imposes a higher qualification standard or a lesser number of participants than stated by the IPC this shall not be regarded as an inconsistency.

14. **Amendments to this Regulation**

- 14.1 **Amendments:** This Regulation, including the Schedules, may be amended or supplemented from time to time by the Board.
- 14.2 **Notice of Amendments:** The Board will give as much notice as possible of any amendment/s or supplement/s to this Regulation, to persons it considers may be affected by any such amendment/s or supplement/s.
- 14.3 **Deemed Amendment:** This Regulation includes any amendments to the IPC rules, regulations, policies and codes.

SCHEDULE 1



ATHLETE APPLICATION FORM FOR SELECTION TO THE NEW ZEALAND TEAM TO ATTEND [insert Major International Event] –

*Please download and fill in the sport specific application form which is available on the
PNZ website at <http://paralympics.org.nz/selectioninformation.htm>*

To be considered for selection to the New Zealand Team (“Team”) to compete at the
[insert Major International Event] (“Event”) this form must be completed, signed and
returned to:

Emily Smith
High Performance Programme Coordinator
Paralympics New Zealand
Suite 2.10, Axis Building
1 Cleveland Road
Parnell
Auckland 1052

No later than _____

Please print or type

Full name as per passport

1. SURNAME: FIRST NAME(S):

Full preferred name (as to be displayed on results, accreditation, website etc)

2. SURNAME:..... FIRST NAME:

3. ADDRESS:

.....

4. DATE OF BIRTH: E-MAIL:

5. TELEPHONE:..... (HOME)..... (MOBILE)

I apply to be considered for selection to the Team to compete at the Event in the sport of:

.....
("Sport")

in the following events (e.g. shot put):

.....

I confirm that I have the following classification status (*please √ the appropriate box*):

- Provisional
- National
- International (Review)
- International (Confirmed)

In applying to be considered for selection to the Team to compete at the Event, I acknowledge, agree and declare that:

- I have been provided with access to a copy of the Paralympics New Zealand Inc. ("PNZ") General Selection Regulation for PNZ Managed Sports ("PNZ Selection Regulation") via the PNZ website (www.paralympics.org.nz), and I agree to be bound by its terms.

- My application will be considered and determined in accordance with the PNZ Selection Regulation.
- Any right of appeal and the process for such an appeal in relation to my non-selection must be exercised in accordance with the procedures set out in the PNZ Selection Regulation.
- I am a member of my Sports Organisation.
- I am a New Zealand citizen and hold a New Zealand passport.
- I have met all the eligibility requirements of the International Paralympic Committee (“IPC”) (as specified on the IPC website (www.paralympic.org)), including the sport-specific classification and designated classification, and any other applicable International Federation (“IF”) requirements for participation in the Event.
- I have signed and agree to comply with the IPC Eligibility Code.
- I have not breached any rules and regulations of my Sports Organisation, PNZ, the IF, the IPC or the World Anti-Doping Agency (“WADA”).
- I am not currently disqualified or suspended under the rules of PNZ, the IF, the IPC or WADA.
- I am not currently suffering any physical or mental health impairment that might prevent me from competing in the Event to the highest possible standard.
- I have not acted in any manner to bring myself, my Sport, my Sports Organisation or PNZ into public disrepute.
- I have not committed (and am not under investigation for) any anti-doping offence as defined in the anti-doping policies of my Sports Organisation, PNZ, the IF, the IPC or Drug Free Sport New Zealand (“DFSNZ”).
- I have registered my name and contact address details with DFSNZ for the purpose of out of competition drug testing.
- I have agreed to be available for drug testing by DFSNZ and/or any other recognised drug testing authority, and have, and will, comply with the Sports Anti-Doping Rules issued by DFSNZ and adopted by PNZ, including (if requested) registering with WADA and providing accurate up-to-date whereabouts information in accordance with the World Anti-Doping Code.
- I have access to obtain the Sports Anti-Doping Code and copies of the anti-doping rules, regulations and policies of my Sports Organisation, PNZ, DFSNZ, the IF and the IPC and I agree to be bound by them.
- I will maintain the designated level of fitness and standard of competitiveness as set out in the PNZ Selection Regulation.

- I have / have not (*strike out as appropriate*) been convicted of a criminal offence punishable by a term of imprisonment. The offence concerned was as follows (*complete nature and date of offence(s) where applicable*):

- I further declare that no charge in respect of any criminal offence punishable by a term of imprisonment, or anti-doping violation, is pending against me.
- I will notify PNZ of any changes to my contact details as set out above. Any failure by me to do so may be to my detriment as any announcement regarding the selection of the Team will be notified to these details.
- I agree to the collection of personal information about me, including size of clothing, biographical details, photos and associated imagery, the results of any health/medical examinations undertaken to assess my fitness, and the usage and storage of such information, for the purposes of consideration of selection by PNZ.
- I have been invited to take independent advice on the terms of this Athlete Application and its implications, and I have been given reasonable opportunity to so.

Signed:

NAME

SIGNATURE

DATE

In the case of an athlete under 18 years of age as at the date of signing this Athlete Application, it must be signed by the parent(s) or guardian(s) of the Athlete.

I/We are the parents/guardians of the Athlete, and we acknowledge and agree to the acknowledgments and conditions specified in this form.

NAME (Parent/Guardian)

SIGNATURE (Parent/Guardian)

DATE

SCHEDULE 2



PNZ ATHLETE AGREEMENT

NEW ZEALAND PARALYMPIC TEAM TO ATTEND

[insert Major International Event]

Please note this is a draft only – selected athletes who have not completed a PNZ Athlete Agreement will be sent a copy of this agreement to be signed.

This Agreement must be completed, signed and returned to:

Fiona Allan
Chief Executive
Paralympics New Zealand Incorporated
PO Box 99178
Newmarket 1149
Auckland

No later than _____

[date]

[address of selected athlete]

Dear [name of Athlete]

PNZ Athlete Agreement – [insert Major International Event]

Congratulations on your selection to the Paralympics New Zealand (“PNZ”) [insert sport] Team (“Team”) to attend the [insert Major International Event] on [date].

You are required to sign this letter of agreement which sets out the terms and conditions of your selection to the Team (“Agreement”). If you agree with these terms, please initial each page, sign page 31, if you are under the age of 18 years complete **Appendix 1** of the Supervision of Minors Policy attached at **Schedule D**, and either scan and return via email to [insert contact person and contact details] by [insert date].

If you have any questions about these terms, please contact Fiona Allan on 09 526 0761.

1. **Term:** Notwithstanding the date this Agreement is signed, it is agreed that it shall commence on [insert date] and will, subject to the rights of early termination in this Agreement, terminate on [insert date]. (“Term”).
2. **Eligibility:** By signing this Agreement, you confirm that you are:
 - a. a New Zealand citizen (and will, for the Term of this Agreement, continue to be) as described in the Citizenship Act 1977; and
 - b. not currently disqualified or suspended from competing under the rules of International Paralympic Committee (“IPC”)/PNZ or any other applicable rules.
3. **PNZ Obligations:** In addition to the terms of this Agreement, PNZ’s obligations during the Term are:
 - a. **Coaching:** if PNZ considers it appropriate to do so, to provide you with access to coaching through a designated coach (or coaches) who will be responsible for coaching you as a member of the Team.
 - b. **Administration:** where reasonable, to provide administrative support to help you meet your obligations under this Agreement.
 - c. **Communication:** to respond promptly to any questions you may have regarding your involvement in the Team.
 - d. **Information:** to provide you with access to the PNZ Constitution, Regulations, staff contact details, and any other information relating to the Event and this Agreement which PNZ considers you require.
 - e. **Provide Advice:** to provide you with advice and assistance for public relations and media and sponsorship matters which may arise during the Term to the extent PNZ considers it necessary and appropriate to do so.
4. **Your Obligations:** In addition to the terms of this Agreement, during the Term you undertake and agree:
 - a. **Good Faith:** it is fundamental to this Agreement that at all times you must act with utmost good faith towards PNZ and PNZ’s stakeholders (including sponsors) and must perform your obligations under this Agreement in a

professional and appropriate manner which reflects your status as an elite athlete.

- b. **Best Possible Condition:** to maintain the best possible physical and mental condition to enable you to train and compete to the best of your ability.
- c. **Perform:** to perform and compete to the highest level you can leading up to and at the Event, as you have shown in the period leading up to your selection.
- d. **Disclose Change in Circumstance:** to disclose to PNZ any change in circumstances, which could or will affect your declarations in paragraph 2 or which could or will affect your ability to meet your obligations under this Agreement. Such disclosure must be made immediately upon you becoming aware of the changed circumstance(s). PNZ may terminate this Agreement if any requirements under this Agreement are not satisfied as a result of such change in circumstance(s).
- e. **Support:** to be supportive of PNZ, and other Team members.
- f. **Comply with Rules:** to comply with the following at all times:
 - i. the PNZ Constitution and Regulations;
 - ii. the international rules and regulations of the IPC and/or your sport;
 - iii. the rules of any organisation of which you are a member; and
 - iv. any policies, procedures, tour protocols, decisions or reasonable directions of PNZ (including the PNZ Chief Executive Officer, and other PNZ staff).
- g. **Anti-Doping:** to comply with the PNZ Anti-Doping Regulation, (which consists of the Sports Anti-Doping Rules issued by Drug Free Sport New Zealand (“DFS”) as amended from time to time), the IPC Anti-Doping Code and the World Anti-Doping Code. You consent to DFS and any other national anti-doping organisation undertaking tests and carrying out such other investigations and taking such steps as are permitted in the Sports Anti-Doping Rules, the IPC Anti-Doping Code and the World Anti-Doping Code. You agree that if you are listed on the DFS Registered Testing Pool (also known as the Athlete Testing Register) you are required to supply and maintain your whereabouts information to DFS (or other appropriate organisations) as required under such rules and the World Anti-Doping Code. You will also be required to provide whereabouts information directly to the IPC if you are included in the IPC Registered Testing Pool, and any other international federation if applicable. You acknowledge it is your responsibility and not PNZ’s to maintain and disclose your whereabouts information to DFS and IPC (if applicable) in accordance with the applicable anti-doping rules. You agree to assist in any investigation involving you and/or your support personnel and you also agree that you must notify PNZ of any allegation or finding of a doping violation against you before you sign this Agreement and during the Term.
- h. **Olympic Charter:** to comply with the Olympic Charter in that you will respect the spirit of fair play and non violence, and behave accordingly.
- i. **Conduct:** to conduct yourself in a proper manner to the absolute satisfaction of the PNZ Team Manager and PNZ in accordance with **Schedule A – PNZ Team Code of Conduct** and **Schedule C – PNZ Alcohol Policy** so as not to bring yourself, PNZ or your sport into disrepute.

- j. **Be a Good Role Model:** as an elite athlete with a public profile in New Zealand and overseas, you must be a good role model for your sport and for sport generally at all times. In particular you must not engage in any illegal activity or engage in misconduct of any kind.
- k. **Co-operate:** you will co-operate, to the greatest extent possible, with all other athletes, officials, and persons/organisations affiliated with PNZ.
- l. **Gambling Restrictions:** not to bet, accept, give, or in any way be involved in any inducement or bribe in relation to your own sporting performance or the performance of any teams to which you are a member or to be involved directly or indirectly in the organisation of bets on your sport generally.
- m. **Management:** to comply with all reasonable direction(s) of the PNZ Team Manager during the Term.
- n. **Confidentiality:** to keep all PNZ training programmes and assessment procedures confidential and not disclose information about these matters to any third parties, in accordance with paragraph 14 of this Agreement, unless agreed in writing in advance with PNZ.

5. Illness & Injury: As soon as practicable after you become ill or injured in a manner which may adversely impact on your performance of your obligations in this Agreement, you must:

- a. Take all reasonable steps to minimise any further illness or injury.
- b. Notify the PNZ Team Manager of the fact of the illness or injury as soon as practicable, and provide such details about the nature and prognosis as s/he reasonably requests.
- c. If requested by PNZ, attend a medical practitioner and/or other health professional determined by PNZ for an examination (and if necessary any relevant tests), and provide to PNZ that practitioner/health professional's opinion on the nature and extent of the injury and the prognosis in writing. PNZ may request more than one such examination/opinion.
- d. Follow, to the best of your ability, the recommended advice and rehabilitation suggested by the medical practitioner/health professional(s).
- e. Report to your coach on a regular basis, as determined by PNZ on the status of the illness/injury.
- f. Attend such medical personnel as is approved by PNZ, unless it is an emergency.

PNZ is not responsible for any expenses incurred by you arising out of the diagnosis and treatment of any illness or injury except as otherwise provided for in this Agreement. However PNZ agrees to cover the costs of any examination/opinion requested by it as above.

If you are ill or injured and in the opinion of PNZ Medical Director you are unlikely or unable to return to full capacity and compete as a member of the Team, this Agreement may be terminated by PNZ. Before doing so the PNZ Medical Director may request that you supply an up-to-date medical opinion of your illness/injury.

6. Privacy: You acknowledge and agree that PNZ will need to collect personal information from you and about you, including (but not limited to) contact details, performance results, the names of any personal sponsors and health related information. You acknowledge that you have the rights of access to, and correction of

this information. During the Term and for as long as reasonably necessary thereafter, you consent to PNZ collecting and storing your personal information for the purposes set out in this Agreement which include:

- a. enabling PNZ to meet its obligations under this Agreement;
- b. determining whether you are meeting, or able to meet, and ensuring PNZ is supporting you to meet, you obligations under this Agreement;
- c. enabling PNZ to contact you;
- d. facilitating sponsorship and promotion of you, any teams to which you have been selected, or of PNZ, or your sport generally;
- e. avoiding sponsorship conflicts.

You also consent to PNZ passing on such information to Sport New Zealand, High Performance Sport New Zealand, International Federations, PNZ Members, Local Organising Committees, the IPC, PNZ's sponsors, and other bodies to which PNZ is associated for the purposes set out above where PNZ considers it is reasonable and necessary to do so.

7. **Clothing:** You agree to wear any official uniform or other apparel supplied by PNZ as reasonably required by PNZ, and in accordance with the applicable PNZ policies in relation to clothing. If PNZ supplies a uniform or any items of clothing to you, then when you are required to participate in any formal functions or media commitments you must wear the uniform/clothing supplied by PNZ as determined by PNZ. In addition:
 - a. **Personal Sponsor:** You may (at your cost) affix branding of a personal sponsor (provided it is not a competing sponsor of PNZ) to the uniform/other apparel supplied by PNZ with the prior written approval of the PNZ Chief Executive Officer (or nominee) and in accordance with the applicable Event rules regarding the size and placement of such branding.
 - b. **No Sale/Gifting of PNZ Uniforms/Clothing:** You must not provide, sell or use for commercial gain by any commercial party other than a PNZ sponsor or partner, any part of any uniform or clothing provided to you under this Agreement unless you have obtained prior written consent to do so from PNZ.
 - c. **Uniforms/Clothing PNZ's Property:** All uniforms and clothing supplied to you by PNZ shall remain the property of PNZ and shall, if requested, be returned to PNZ.
8. **Equipment/Facilities:** If PNZ considers it appropriate to do so it may issue you with equipment/use of facilities for your use during the Term. If PNZ supplies you with equipment/access to facilities, you must use such equipment/facilities at the times, and in the manner specified by PNZ. In addition:
 - a. **Equipment of Your Own:** Any equipment of your own must not bear any name, trade mark, or slogan other than that of the manufacturer unless otherwise agreed in advance in writing with PNZ. You understand that such equipment will not be insured by PNZ (except that PNZ will obtain reasonable travel insurance to cover damage or loss to equipment belonging to a member of a PNZ team during international travel) and that PNZ accepts no liability for any damage caused to such equipment.
 - b. **No Sale/Gifting of PNZ Equipment:** You must not provide, sell or use for commercial gain by any commercial party other than a PNZ sponsor or partner, any part of any equipment provided to you under this Agreement unless you have obtained prior written consent to do so from PNZ.

- c. **Equipment PNZ's Property:** All equipment supplied to you by PNZ shall remain the property of PNZ and shall, if requested, be returned to PNZ.
9. **Expenses:** PNZ will organise your travel, travel insurance, accommodation, transport and uniform for the Event.
10. **Travel:** You will ensure that your passport is current and that you have all relevant visas required by any country to which you will travel. You also acknowledge, unless otherwise agreed between the Parties, that you are responsible for the transportation of all your personal belongings under this Agreement. You also agree to comply with the PNZ Team Travel Policy **attached** as **Schedule B**.
11. **Termination by PNZ:** Your appointment may be terminated before the end of the Term by immediate notice to you:
- a. **Agreement:** by written agreement between the Parties.
 - b. **Breach:** if you breach any of your obligations as set out in this Agreement and in the case of failure that is capable of remedy, such failure is not remedied to the satisfaction of PNZ within ten days of such request.
 - c. **Breach of Warranty:** if any representation, warranty, or statement by you in or in connection with this Agreement is not true, accurate, and complied with in any material respect when made or requested,
 - d. **Misconduct:** if you engage in misconduct (however described and whether or not related or connected to the provision of your obligations under this Agreement) or have breached any applicable rules or regulations. Further if you are convicted of any criminal offence (whether in NZ or elsewhere), or if you are found to have committed a doping offence, PNZ may rely on this clause to effect termination of this Agreement.
 - e. **Disrepute:** if in the opinion of PNZ, you have brought PNZ into disrepute, or any individuals employed by or associated PNZ.

Before terminating under this paragraph, you will be given a reasonable opportunity to be heard by PNZ concerning the alleged breach or matter giving rise to the proposed termination.

12. **Breach:** In addition, if you:
- a. allegedly breach or breach any term of this Agreement, including any applicable Code of Conduct;
 - b. allegedly breach or breach the PNZ Constitution or any Regulation including any Anti-Doping Rules or Regulations;
 - c. allegedly breach or breach any IPC rule or regulation;
 - d. are alleged or convicted of a criminal offence, whether in New Zealand or otherwise;
 - e. are suspended from the Event by any member of PNZ, PNZ, or the IPC;
 - f. allegedly bring or bring into disrepute, IPC, PNZ, or any IPC or PNZ agents, employees, contractors or sponsors; or

- g. are involved (whether personally or in association with another person or persons), or in any way are connected to any controversy (including for example an allegation of doping) which is in the public arena;

in the absolute discretion of the PNZ Chief Executive Officer (or nominee), after consultation with the PNZ High Performance Director, the PNZ Chief Executive Officer (or nominee) may do any one or more of the following:

- i. caution or reprimand you;
- ii. remove you from the Event, including sending you back to your usual residence at your expense if you are travelling with PNZ at the time;
- iii. suspend or withdraw you from the Event, whether nationally and/or internationally;
- iv. restrict or withhold any right or benefit that you would otherwise be entitled to under this Agreement;
- v. impose any fine or other penalty or sanction on you provided this is done in accordance with PNZ's Constitution, and any applicable PNZ Regulations, policies and/or procedures;
- vi. terminate this Agreement by written notice to you; and
- vii. take any such other action, or impose such other conditions, as she considers fit;

provided that before taking any such action the PNZ Chief Executive Officer (or nominee) shall give you a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the proposed sanction. There shall be no right of appeal from any decision.

13. Consequences of Termination: If your appointment is terminated or expires:

- a. the termination or expiry will be without prejudice to either you or PNZ's rights against and obligations in respect of matters which occurred before the termination or expiry; and
- b. you will in good faith return all property that belongs to PNZ, immediately cease use of (and return as appropriate) all intellectual property to PNZ, and immediately cease to hold yourself as a PNZ representative.

14. Confidentiality: You agree that you will not at any time, whether during or after the Term, disclose to any person any Confidential Information you obtain during the Term except where the information has entered the public domain (otherwise than as a result of a breach of this clause by you), is required by law or is for the purposes of obtaining professional advice. For the purposes of this Agreement, "Confidential Information" relates to information concerning athlete performances, deliberations and communications with PNZ (including disputes as set out in paragraph 19), PNZ's financial affairs, business plans, its sponsors, suppliers, squads, other associated organisations and PNZ's dealings with coaches and athletes.

15. Intellectual Property: You may not, in any way whatsoever, use or assign the right to use, or reproduce in any manner, any PNZ Intellectual Property without the written consent of PNZ. For the purposes of this Agreement "Intellectual Property" means all trademarks, designs, patents, copyright, domain names, know-how, trade secrets, Confidential Information and all other intellectual property rights of a similar or corresponding nature relating to or produced by or for PNZ.

16. **Imagery:** You agree to grant PNZ a non-exclusive right to use your name, photograph, image, voice, likeness, or other representation of you ("Your Imagery") at any time, place, and in any manner whatsoever in order to promote PNZ, the Team and any other PNZ teams. In particular, PNZ may use Your Imagery in any advertisement, promotion, marketing activity, document, merchandise, or at, or in connection with, any event controlled by PNZ provided it produces or obtains such material at its cost.
17. **Media Contact:** You shall not make any comment or statement (whether or not in writing) about PNZ or any of its activities, or any other incident or matter occurring whilst at work, to the media without the prior approval of PNZ. You also acknowledge and agree that PNZ may arrange for you to appear or provide content for the media (whether for publicity purposes or otherwise) including appearances in public, on radio or television, in news (in written or oral format) that PNZ considers appropriate in relation to your involvement in the PNZ Team or Event, provided that PNZ gives you reasonable notice of such arrangement. PNZ will cover all reasonable travel and accommodation costs for such media activities carried out at PNZ's request in accordance with PNZ's policies and procedures or as otherwise agreed between the Parties. You also agree that you will make yourself available for any such media arranged by PNZ at its reasonable request and in doing so will:
- a. **Punctuality:** punctually attend media events.
 - b. **No Public Criticism:** not comment, or endorse any public criticism or statement having or designed to have a prejudicial effect on PNZ, Sport NZ, PNZ sponsors or their interests, or any other athletes, during the Term.
 - c. **Interviews:** not make any arrangements for exclusive media interviews, act as a journalist, or in any other media capacity or give any interview for payment or other reward, without the prior written consent of PNZ. PNZ's consent will not be unreasonably withheld.
18. **Other Contracts & Arrangements:** PNZ acknowledges and accepts that you may enter into other arrangements with third parties during your period of appointment, subject to the terms of this Agreement. However, you shall disclose to PNZ any employment and/or contractual arrangements that you have that may materially affect your ability to fulfil your obligations under this Agreement.
19. **Disputes:** In the event of any dispute arising between the Parties which is related to the terms of this Agreement, the Parties shall:
- a. Negotiate in good faith, and failing that, if mutually agreeable, to mediate the dispute to endeavour to reach a settlement (the cost of which shall be shared equally between the parties).
 - b. In the event that the dispute is not resolved by paragraph 19.a within a reasonable period of time, the Parties may agree to refer the dispute to an arbitrator in accordance with the Arbitration Act 1996.
 - c. If paragraph 19.b applies, each Party shall meet their own costs and the costs of the arbitration shall be shared equally.
 - d. If the Parties have taken the above steps and the dispute remains unresolved, either Party may issue legal proceedings relating to the dispute.
20. **Warranties:** You warrant that you have not been convicted, whether in New Zealand or elsewhere, of any criminal offence punishable by imprisonment or of any doping offence arising under any applicable sports anti-doping rules. You also warrant that you have not assigned or licensed any rights to Your Imagery to any person or organisation in a way that would prevent PNZ from publishing or otherwise using material in the manner described in this Agreement.

21. **Notices:** Any notices which are to be sent in writing under this Agreement must be sent by mail, facsimile, or email to the following addresses:
- a. **PNZ:** Fiona Allan, Chief Executive, Paralympics New Zealand Inc, PO Box 99178, Newmarket, Auckland 1149, phone: 09 526 0761, facsimile: (09) 526 0762, email fallan@paralympics.org.nz
 - b. **You:** [to insert]
22. **Limitation of Liability:** You accept that PNZ will not be liable for any loss, damage expense or injury of any kind arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of PNZ and connected with your obligations under this Agreement unless it arises as a direct result of a deliberate and wrongful act or omission by PNZ. For the purposes of this paragraph, PNZ includes the management team, officials and employees engaged by PNZ, coaches, independent contractors, medical practitioners, sport scientists, and therapists engaged by PNZ, and any voluntary worker carrying out duties for PNZ.
23. **Risk:** You acknowledge and agree that there is some risk of injury and damage to you and others associated with your participation in your sport. You agree that PNZ will not be liable for any loss, damage, or injury of any kind arising from or in connection with (directly or indirectly) any act, omission, or fault of any person (including PNZ) in respect of:
- a. your membership of the Team;
 - b. your participation in any training or the Event under this Agreement;
 - c. any disciplinary action taken against you by PNZ; or
 - d. any issue arising from your selection or withdrawal from the Team or Event.
24. **Indemnity:** You indemnify and shall keep indemnified PNZ from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by PNZ or taken or made against PNZ in connection with or arising out of any loss, damage or injury referred to in paragraph 23 except to the extent that it is due to gross negligence on the part of PNZ, its agents or employees. This indemnity shall extend to any claim against PNZ by any third party arising out of you entering into, or performing your obligations under, this Agreement, for example a claim that PNZ may have induced you to breach any agreement you may have with any third party.
25. **General:** You agree that:
- a. **Agreement:** this letter constitutes an agreement between you and PNZ.
 - b. **No Claim as Employee:** You acknowledge and agree that at no stage, either during the Term or following termination of this Agreement, will you claim that you were an employee of PNZ.
 - c. **Acknowledgement of Advice:** You acknowledge that you have had an opportunity to seek advice about this Agreement.
 - d. **Insurances:** Except as agreed in writing with PNZ, you are responsible for arranging and shall be liable for, any medical, race, or other insurances arising under this Agreement.
 - e. **Survival:** the provisions in paragraphs 13, 14, 15, 22, 23, 24 and 25 will survive the termination or expiry of the Term specified in paragraph 1 of this Agreement.

- f. **Confidentiality:** these terms shall be kept confidential between you and PNZ and may only be disclosed for the purposes necessary to manage the Team, obtain legal advice, or as otherwise required by law.
- g. **No Assignment:** you may not assign or transfer any of the rights or obligations in this Agreement to any third party without the prior written consent of PNZ.
- h. **Complete Agreement:** this Agreement replaces all other written or oral agreements or understandings between you and PNZ about the subject matter of this Agreement from the commencement of the Term.
- i. **Variation:** PNZ reserves the right to vary the terms of this Agreement or issue a new letter of agreement.
- j. **Waiver:** No waiver of any default or potential default on any one occasion will constitute a waiver of any subsequent or other default or potential default, and no single or partial exercise of any such right, power or privilege will preclude the further or full exercise thereof.
- k. **Severability:** Should any part of this Agreement be held invalid, the remainder of this Agreement will continue in force and effect as if the invalid provision had been deleted, provided however that the parties may negotiate a valid and enforceable provision in replacement of the invalid provision.
- l. **Force Majeure:** If either party is unable to perform its obligations under this Agreement by reason of riot, fire, storm, Act of God, operation of law or other cause beyond the reasonable control of either party, that party will be released from its obligations under this Agreement for the period of and to the extent affected by that cause.
- m. **Governing Law:** this Agreement shall be construed in accordance with and governed by the laws of New Zealand.

If you agree to be appointed on the basis of the above terms and conditions, please sign the acceptance below and return the signed copy of this Agreement to me as soon as possible.

If you have any queries or wish to discuss any aspect of this Agreement, please contact me. Alternatively, I look forward to receiving the signed copy of this Agreement by [date].

Yours sincerely

Fiona Allan
Chief Executive
Paralympics New Zealand

Acceptance as PNZ Athlete in the **[insert name of Team]** – **[insert date]** to **[insert date]**

I, **[insert name]**, have read this Agreement and understand it.

I acknowledge and agree to the terms set out in this Agreement and agree to be bound by it.

Signed

Date

Parent/guardian/caregiver consent (to be completed if the Athlete is under 18 years of age):

I am the parent/guardian/caregiver of **[insert name of Athlete]** who is under 18 years of age. I have read and understand this Agreement. I consent to **[insert name of Athlete]** signing this Agreement and being bound by it.

Name.....

Relationship to Athlete.....

Signed

Date

Return to:

By:

Please note that if the Athlete is under 18 years of age **Appendix 1** of the Supervision of Minors Policy **attached** at **Schedule D** to this Agreement must also be completed.

Please photocopy and retain a signed completed copy for your records

Schedule A

PNZ TEAM CODE OF CONDUCT

GROUP 1 – Gross Misconduct

Contravening these Policies will be viewed as Gross Misconduct and will result in Team Members being sent home.

Anti-Doping & Drugs

PNZ and the NZ Team support the [IPC Anti-Doping Policy](#). All athletes and staff are responsible for familiarising themselves with the IPC Drugs Policy and ensuring that illegal substances are avoided. Recreational or social drugs such as marijuana, ecstasy or amphetamines will not be tolerated and their use is prohibited.

GROUP 2 - Gross Misconduct

Contravening these Policies will be viewed as Gross Misconduct and will result in disciplinary proceedings set down by the PNZ Team Manager.

Harassment

Harassment can occur in many forms. This can include, but not be limited to, discrimination based on gender, race, age, sexual orientation, employment, religion, beliefs or disability. It can also include sexual harassment, threatening or frightening behaviour or abuse of power. It can be defined as:

- Seemingly small matters such as tactless remarks or actions which cause one to feel put down or uncomfortable
- Comments about physical appearance
- Persistent or unwelcome attention from another person
- Unjustified and / or frequent touching
- Unpleasant comments with racist, religious or sexist overtones

Harassment is not acceptable and will not be tolerated.

Code of Conduct

PNZ expects that all Team members show due care and consideration for all other teams and officials and NZ Team members. It is expected that consideration be given to others, as you would expect be given to you. This includes such circumstances / incidents as, but is not limited to;

- Abide by the policies set down by NZ Team Management and Organising Committee.
- Noise disturbances
- Respect of property and personal belongings
- Unsupportive acts towards NZ Team members or other individuals
- Abuse of alcohol before, during and after competition
- Demeaning dialogue
- Any act that would bring NZ Team members or PNZ into disrepute

GROUP 3 - Enforced by Team Management.

Official Functions

All Team members are required to attend all official functions and wear the specified Team uniform as designated by the PNZ Athletics Team Manager.

Athlete Movement

All athletes must report their whereabouts and get clearance from the PNZ Athletics Team Manager to leave the accommodation or a competition venue.

Schedule B

PNZ Travel Policy

This policy sets out the criteria for individuals and teams travelling and competing under the auspices of PNZ.

1. **Paralympic Games and PNZ Representative Teams** – PNZ Funded, unless otherwise agreed between the relevant parties:
 - a. PNZ will make all travel bookings for teams and will book the team travel through the designated PNZ Travel Agent. PNZ will always attempt to travel domestically and internationally on best route/best price.
 - b. PNZ will organise Travel Insurance, through STATE Travel Insurance or Mike Henry Corporate Travel Insurance. Travel Insurance is compulsory for all team members.
 - c. PNZ will identify the essential team related baggage and equipment that must travel on the aircraft. Individuals must complete and submit the Equipment Register Form. PNZ will fund all essential team related baggage and equipment (e.g. first aid kit, cooling equipment). The excess baggage costs of personal and non-essential baggage and equipment will be at the individual's own expense unless otherwise arranged.
 - d. The PNZ Team Manager/Coach will advise PNZ of the estimated additional freight requirements (including size and weight), and the PNZ Team Manager will maintain an inventory of all items contained within Freight. PNZ will not pay for additional items bought for personal use.
 - e. PNZ will arrange travel to Auckland, Wellington or Christchurch for all selected team members and staff from their usual place of domicile in sufficient time for the scheduled departure for international flights.
 - f. All teams, unless otherwise stated, must arrive and assemble at International Airport at designated meeting place in sufficient time for departure (approx three (3) hours).
2. **PNZ Representative Teams** – Self Funded, unless otherwise agreed between the relevant parties:
 - a. PNZ will advise of the costs associated for all PNZ representative team travel so that individuals can apply for funding from external sources or budget for expenditure if funded by PNZ.
 - b. PNZ will advise of preferred best route/best price although individuals may seek other airlines for travel.
 - c. PNZ will advise the individuals who will be responsible for organising the team travel (i.e. PNZ responsibility or the individual's responsibility).
 - d. PNZ will identify on an individual basis with individuals the essential team related baggage and equipment that must travel on the aircraft. The excess baggage costs of personal and non-essential baggage and equipment will be at the individuals own expense.

3. **Passport/Visa** – All individuals and team members must have a valid passport with a minimum of six (6) months to expiry and have the correct entry visa for the country they are visiting.
4. **Friends/Relatives/Coaches** will not travel with the team with support from PNZ unless they have been selected as support staff and appointed an official role within the team. PNZ will promote and advise of travel and insurance contacts through PNZ Sponsors, although it will remain the responsibility of the friend/relative/coach to organise their own travel arrangements. It is not guaranteed that they will be on the same flights.
5. **PNZ Team Uniform**, if provided, must be worn by all teams, in a clean and neat way, when travelling to and from Paralympic Games, IPC World Championships, and Disability Specific World Championships e.g. IWAS, IBSA, INAS-FID, CPISRA, UCI, Official Paralympic Qualifying events for Team sports and teams competing in International Events selected by National Sports Organisations and Sport Specific Groups.
6. **Baggage**
 - a. Wherever possible the normal free baggage allowance and its weight and linear dimensions must be adhered to. The individual will not exceed the maximum luggage requirements per person, usually 20kg per person. If this is exceeded the individual will pay the additional costs incurred. If team members are travelling together they may combine their baggage allowance.
 - b. Excess Baggage charges will remain the responsibility of the individual unless otherwise arranged.
7. **Extension to stay** Individuals who do not wish to return with the team after an Event or Appearance must advise PNZ immediately and request in writing for a possible extension. PNZ will advise accordingly. Any additional charges incurred because of post-event travel are at the individual's own cost. PNZ will cover the cost of the base fare to Events or Appearances and return. All additional costs incurred for the extended stay are at the individuals own expense. The insurance policy can be extended on a per day basis if required as a personal cost to the individual.
8. **Travel Related Expenses** will be reimbursed only with prior agreement with the PNZ High performance Logistics Manager.
9. **Daily Food Allowance** - PNZ funded individuals will be paid a per diem of NZ\$50 (daily) as a contribution to the cost of meals (not provided by the Airline, Hotel and Event organisers) whilst attending an Event or Appearance. This money will be transferred to the individual's nominated bank account before travelling; this will allow time to transfer the funds to the individual's credit card. (Please note that PNZ can not directly transfer money to credit cards). All meal receipts must be kept and attached to a completed PNZ prescribed Expense Claim Form and submitted to PNZ upon return to NZ to account for the per diem and all unused per diem must be refunded to PNZ. Please note that PNZ advance this money in good faith and would appreciate the funds being used wisely and the above procedure being adhered to.
10. Internet charges, phone calls and mini bar charges and other personal expenses will not be paid by PNZ.

Schedule C

PNZ ALCOHOL POLICY

This Policy sets out the expectations of Athletes and other PNZ Team Members (i.e. coaches, medical, technical support and management) in relation to the consumption of alcohol.

Generally Athletes and other PNZ Team Members will not consume alcohol at any pre-Event camps and competitions and during Events.

There may be occasions where it is deemed appropriate for Athletes and other PNZ Team Members to consume alcohol s (e.g. post-competition) but this will be at the discretion of the PNZ Athletics Team Manager.

All Athletes and other PNZ Team Members must be of the legal drinking age of New Zealand and of the country in which they are being hosted in if that is set higher than the New Zealand law.

Where an Athlete or other PNZ Team Member who is under the age of 18 years, or the age law within the host country, is in the company of other Athletes or PNZ Team Members who are consuming alcohol, the group is to be accompanied by a member of the team management.

If Athletes or PNZ Team Members do consume alcohol, it is expected that:

- the PNZ Athletics Team Manager has agreed;
- the PNZ Athletics Team manager is advised of where the Athlete and/or other PNZ Team Member(s) are going;
- a return time is agreed with the PNZ Athletics Team manager;
- a 'report back in' arrangement is agreed with the PNZ Athletics Team manager;
- the Athlete and/or other PNZ Team Member will be in the company of at least one other Athlete or PNZ Team Member;
- all alcohol consumption is to be in moderation and compliant with all applicable laws;
- all alcohol consumption must not prevent the Athlete and/or other PNZ Team Members from performing their obligations, duties and/or services (as applicable).

Schedule D

Supervision of Minors Policy

Purpose and Application

The purpose of this Policy is to outline the protocols and standards of people working for Paralympics New Zealand (PNZ) in relation to the supervision and care of minors.

A “minor” means a person who is under the age of 18 years.

The Policy sets out the protocols for the care and supervision of minors which includes acceptable and unacceptable behaviour. Protecting minors means taking an active role to keep them safe from harm and from people who may cause them harm.

This Policy applies to all staff, employees, contractors, volunteers, support personnel of PNZ (PNZ Personnel) who have minors under their care. This includes all, or any, PNZ tours, activities, competitions, events and functions.

This Policy may be amended by the Board from time to time, in its discretion. Any amendments will be notified to PNZ Personnel.

Duty of Care

The common law principle *in loco parentis* imposes a duty on a person to provide the degree of care towards children in their care that could be expected from a reasonably careful and prudent parent. This includes taking reasonable measures to prevent foreseeable risks of injury to children and young people.

All PNZ Personnel are required to meet this standard if they have minors in their care.

If this standard of care is breached and a minor is injured or harmed in any way, then an athlete could potentially proceed with claims against the PNZ Personnel and/or PNZ.

Standards

All PNZ Personnel must have the following competencies:

A current first aid certificate.

Some prior experience in supervising minors.

Protocols

All PNZ Personnel must adhere to the following protocols in relation to athletes:

Minors are not to swim alone and there must be a designated supervisor at any pool/water session or activity.

Have responsibility for minors through recreation time and during the night. This means PNZ Personnel must avoid alcohol and other drugs that might impair their ability 24 hours a day to:

provide a high level of supervision; and

respond in an emergency.

Having responsibility for implementing and supervising applicable health and safety requirements. This includes advising PNZ of any incidents.

In any interaction with minors:

there should be no one-one interaction with minors in a closed off area; and

there should be no individual emails or SMS messages sent by PNZ Personnel to individual athletes.

Physical contact with athletes should only be:

to develop sport skills or to meet the specific requirements of the sport; or

to prevent or respond to or treat an injury; and

in either case, with the agreement of the athlete.

All relevant medical history of any minors should be known to the PNZ Personnel.

PNZ Personnel are only responsible for the application of any medicines in accordance with parental consent.

Any suspected sexual abuse or physical injury involving a minor must be reported immediately to the Chief Executive of PNZ.

PNZ Personnel will be responsible for ensuring there are acceptable ratios of supervisors to minors.

Disclosure

PNZ will ensure that the parents/caregivers of all minors must sign the disclosure for attached at **Appendix 1**.

Breach of Policy

Any breach of this Policy will be regarded as misconduct and disciplinary action may follow, as determined by the Chief Executive of PNZ. Depending on the nature of the misconduct, it may result in one or more of the following:

dismissal from PNZ;

termination of any contract with PNZ; and/or

other disciplinary action;

in accordance with the contract, agreement, Rules, or Regulations of PNZ.

Supervision of Minors Policy

Appendix 1



**Paralympics New Zealand Parental Consent, Emergency Contacts and Risk Disclosure
for Minors**

PNZ COMPLETE

PNZ Team: _____

Details of event/competition/tour:

Location: _____

Start date: _____

Finish date: _____

ATHLETE INFORMATION FORM

Please complete these details:

Name: _____

Address: _____

Telephone: _____ Mobile: _____

Age: _____

Family Doctor Name: _____ Telephone: _____

Address: _____

Medical History: _____

Required Medication: _____

Medic Alert number (if applicable): _____

EMERGENCY CONTACT DETAILS (please provide at least 2 sets of contact details)

Contact 1: Emergency Contact

Name: _____ Relationship: _____

Address: _____

Day Phone: _____ Evening Phone: _____

Mobile: _____

Contact 2: Alternative contact

Name: _____ Relationship: _____

Address: _____

Day Phone: _____ Evening Phone: _____

Mobile: _____

To be read and signed by parent/caregiver of minor.

Parental Consent

I agree to my child taking part in the PNZ event, competition, tour and have received sufficient information, including reading and signing the relevant PNZ athlete agreement for my child and reading and accepting the PNZ Supervision of Minors Policy.

I understand my child will be under the care of [insert role] and there is a duty of care on this person to provide the degree of care towards minors in their care that could be expected from a careful and prudent parent.

I expressly authorise PNZ to seek and administer medical treatment in the case of an emergency and to take whatever steps they consider appropriate in the case of any emergency (eg safety, security issues).

Acknowledgement of Risk

I understand that there are risks associated with involvement in PNZ events, competitions and tours and that these risks cannot be completely eliminated. I understand that PNZ will identify any foreseeable risks and seek to minimise those risks.

Name: _____

Signature: _____

Date: _____

SCHEDULE 3
IPC ELIGIBILITY CODE

Overview

The IPC Eligibility Code states that the Athlete must undertake that s/he:

- i. respects the spirit of fair play and non-violence, and behaves accordingly on the sports field;
- ii. refrains from using substances and procedures prohibited by the rules of the IPC, the IF, and the NSO;
- iii. respects and complies in all respects with the IPC Anti-Doping Code and the WADA Code;
- iv. has not breached any rules and regulations of the NSO, the IF, the IPC, or WADA;
- v. is not currently under disqualification or suspension under the rules of the NSO or the IF; and
- vi. has declared whether or not they have been convicted of a criminal offence punishable by a term of imprisonment.

SCHEDULE 4

MAJOR INTERNATIONAL EVENTS

The Panel, in accordance with this Regulation, will select Athletes to Teams to compete at the following Major International Events.

(Please refer to Events Schedule on Page 45 for the qualification events, application deadlines and selection dates for all International Events)

Sport	Major Event	Event/Competition Dates	Qualifying Event/s	2017 Qualifying Event Date/s
Para swimming	2017 World Para Swimming Championships	30 September – 6 October 2017	2017 Swimming New Zealand Open Championships	3 – 7 April 2017