



HIGH PERFORMANCE PARA ATHLETE AGREEMENT 2023-2024

THIS AGREEMENT is dated the [insert date]

PARTIES

BETWEEN: **PARALYMPICS NEW ZEALAND INCORPORATED** an incorporated society having its registered office at 2.10 Axis Building, 1 Cleveland Road, Parnell, Auckland.

(“PNZ”)

AND: Name and e-mail address
 (“You”)

BACKGROUND

- A. PNZ is affiliated to the International Paralympic Committee (“IPC”) as the National Paralympic Committee in New Zealand, and is recognised by Sport New Zealand (“Sport NZ”) as the National Sports Organisation for Para athletes.
- B. High Performance Sport New Zealand (“HPSNZ”) is a subsidiary of Sport NZ and, together with Sport NZ, is responsible for developing and supporting high performance Para athletes.
- C. As part of its operations, PNZ has established and operates high performance programmes for elite Para athletes. The objective is to provide support and resources to enable elite Para athletes to become medal winning Paralympians and to win on the world stage.
- D. You have been identified as a Para athlete to be part of the high performance programme (“PNZ Para athlete”) and may be eligible for support by way of funding as set out in this Agreement.
- E. To be a member of the high performance programme a written agreement must be agreed to and signed by you with PNZ. This Agreement records that agreement.
- F. As a PNZ Para athlete You are a representative of PNZ and Para sport in New Zealand which You have responsibilities to support and protect. You also have obligations to promote yourself as a Para athlete.
- G. This Agreement sets out various obligations we have to each other and our respective sponsors and other stakeholders.

DEFINITIONS

Interpretation: in this Agreement unless the context indicates otherwise:

- a. **Defined Expressions:** expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement.
- b. **Headings:** section, clause and other headings are for ease of reference only and will not affect the interpretation of this Agreement.

- c. **Parties:**
- i. references to any **party** include that party's executors, administrators, successors and permitted assigns; and
 - ii. references to You, Your and Yourself are references to the Para athlete.
- d. **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity.
- e. **Precedence of Documents:** in the event of any inconsistency between any of the following, they will have precedence in the descending order of priority set out below:
- i. the Schedules attached;
 - ii. these terms and conditions of this Agreement.
- f. **Plural and Singular:** references to the singular include the plural and vice versa.
- g. **Clauses:** references to clauses are to clauses in this Agreement.
- h. **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- i. **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- j. **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation.
- k. **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

Definitions: in this Agreement unless the context indicates otherwise:

Agreement means this agreement, and includes the background and all schedules

Appearances means any functions, commercial activities, meetings and other occasions at which You may be requested to attend, make presentations, or to speak at (other than those at which You are to receive an award), including, but not limited to, school visits, club talks, speaking engagements, photo and video shoots, prize-givings, PNZ Partner functions, PNZ functions, and functions hosted by HPSNZ. Appearances does not include appearances in the media, for example TV, radio, print and online, which are specified separately in clause 13.1 and 13.3

Campaign Funding means the financial contribution from HPSNZ/ PNZ to fund each campaign

Classification means a grouping of Para athletes into Para sport classes according to how much

their impairment affects fundamental activities in each sport or discipline. Also referred to as Athlete Classification

Classification Research is the evidence based research that must comply with internationally recognised ethical standards and research practices and focuses on the relationship between impairment and key performance determinants

Classification Rule refers to the Classification Rules and Regulations adopted by the International Sport Federations

Coach Agreement means the Agreement between Your PNZ coach and PNZ

Competitions means those competitions and events listed in **Schedule 1** in which You are required to attend in accordance with this Agreement. For the purpose of this Agreement, a Competition is deemed to start at the opening ceremony or equivalent of an opening ceremony activity or competition (if staged), and ends at the conclusion of the closing ceremony or equivalent

DFSNZ means Drug Free Sport New Zealand

Eligible Impairment means an impairment designated as being a prerequisite for competing in Para sport

Events means any training activity or training camp in which You are required by PNZ to attend in accordance with this Agreement. These events may include any PNZ organised event such as PNZ Talent ID Days

Games Campaign and Sports Manager is responsible to lead the Games Campaign and Sports Team at PNZ and ensure that the PNZ Business Plan is delivered and achieved

General Selection Regulations outlines the selection criteria for events and competition in which an individual is representing PNZ

Health Condition means a pathology, acute or chronic disease, disorder, injury or trauma

HPSNZ means High Performance Sport New Zealand

International Federations are the governing body for each Para sport

IPC means International Paralympic Committee

[IPC Anti-Doping Code](#) applies to all events and competitions under the jurisdiction of the IPC

[IPC Handbook](#) includes details about the duties and responsibilities of IPC members

IPP has the meaning set out in clause 3.5.

Intellectual Property means all ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, devices, equipment, specifications, characteristics, designs, plans, drawings, original works of authorship, copyright works, trade secrets, know-how, experience, data, technical or other information, confidential information, trade or service marks and the like capable of ownership or protection at law and including all things protectable under copyright, patent, designs, trade mark, trade secrets and confidential information laws and similar laws

Local Organising Committee is the committee set up to organise each event in which Para athletes compete

Para athlete Evaluation is the process by which a Para athlete is assessed in accordance with the Classification Rules of an International Sport Federation in order that a Para athlete may be allocated a Sport Class and Sport Class Status

Paralympic Charter is the set of rules and regulations that bind the running of the Paralympic Games

PNZ unless specified otherwise, includes all PNZ directors, staff, officials, coaches, medical practitioners, sport scientists, therapists engaged by PNZ, any independent contractor from time to time engaged by PNZ and any voluntary worker carrying out duties for PNZ

PNZ Intellectual Property means all names, designations, descriptions, logos, marks, 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, including any of the above that contain Your Imagery

PNZ Members mean the members defined in the PNZ Constitution

PNZ Para athlete means an individual who is part of the PNZ high performance programme

PNZ Partner means any sponsors, suppliers, members, donors, charitable and grant organisations, government agencies, event organisers and the IPC, which has an agreement with PNZ to provide support

PNZ Selection Regulations means any regulations or policies regarding the selection of Para athletes issued by PNZ

PNZ Team Manager means the team manager selected by PNZ to manage a PNZ New Zealand squad or team that is assembled for the purpose of participating at an Event or Competition listed in Schedule 1

PNZ Team Member means a Para athlete, support staff, team official or other personnel that has been asked/invited to be part of a PNZ New Zealand squad or team to participate at an Event or compete at a Competition

PNZ Uniform means any official PNZ competition, training, travelling, casual, and formal apparel and accessories, as supplied by PNZ or PNZ Partners. In this Agreement every reference to PNZ Uniform includes any item which forms part of the PNZ Uniform. The PNZ Uniform shall not include any clothing or uniform supplied by PNZ to You prior to this Agreement for previous games or events, unless directed or approved by PNZ

RTP means DFSNZ Registered Testing Pool. Individuals may be required to be registered on the RTP depending on their world ranking, sport requirements. (Full details on the [DFSNZ website](#))

Sport NZ means Sport New Zealand

TAPS means Targeted Athlete Pathway Support, which is offered from HPSNZ to support performance and wellbeing of athletes in the New Zealand high performance sport environment

Term means the period of the Agreement as described in clause 1.1

[World Anti-Doping Code](#) is the eight international standards set down by the World Anti-Doping Agency (WADA)

Your Imagery has the meaning as described in clause 10.1

IT IS AGREED as follows:

1. TERM OF AGREEMENT AND SCOPE

- 1.1 **Term:** Notwithstanding the date this Agreement is signed, it is agreed that it shall commence on 1 January 2023 and will, subject to the rights of early termination in this Agreement, terminate on 31 December 2024 ("**Term**").
- 1.2 This Agreement does not cover your selection to a team to represent New Zealand at a Paralympic Games (winter or summer). If you are selected, a separate Para athlete agreement (to be outlined in the "PNZ Selection Regulation" for such Paralympic Games) will need to be entered into by you in order to be considered for nomination and selection.
- 1.3 This Agreement covers your selection to a team to represent New Zealand at an Event or Competition (meaning you will not be required to sign a separate Para athlete agreement as outlined in any "General Selection Regulation" for PNZ managed sports).

2. ELIGIBILITY & SELECTION

- 2.1 **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 participating or competing in an Event or Competition under the rules of IPC/PNZ or any other applicable rules.
- 2.2 **Selection:** You acknowledge that in order to be selected to participate or compete in an Event or Competition during the Term, you will need to satisfy clause 2.1 and be selected by PNZ in accordance with all relevant selection criteria, including any applicable PNZ Selection Policy. You acknowledge that PNZ may, in its absolute discretion, determine the selection criteria for any Event or Competition during the Term and that Your entry into this Agreement does not create an obligation on PNZ to select You to participate or compete in an Event or Competition.

3. PARALYMPICS NEW ZEALAND OBLIGATIONS

Subject to this Agreement and sufficient funding, PNZ's obligations during the Term are:

- 3.1 **High Performance Programme:** to implement a high performance programme for Para athletes.

- 3.2 **Selection:** to select Para athletes, squads and teams to represent New Zealand to attend or compete in Events or Competitions in accordance with the relevant selection criteria, including any applicable PNZ Selection Policy. For avoidance of doubt, once this Agreement is signed it applies to You for the Term whether or not You are selected to a squad or team to attend or compete in a particular Event or Competition, unless this Agreement is terminated.
- 3.3 **Commitments:** to advise You of the Event, Competition and Appearances that You are required to undertake or compete in during the Term including those Competitions specified in **Schedule 1** and Appearances in accordance with clause 5.27. The Competitions listed in **Schedule 1** will only apply if You are selected to participate in them in accordance with the relevant criteria, including any applicable PNZ Selection Policy. PNZ may amend or add to the Competitions listed in **Schedule 1** from time to time during the Term following agreement with You.
- 3.4 **Coaching:** where PNZ considers it appropriate to do so, to provide You with access to coaching through a designated coach (or coaches which may include a head coach) who will be responsible for coaching and preparing You when You are a member of any PNZ squads, teams, or preparing for any Event or Competition for which PNZ has agreed to provide You with funding for coaching support (as specified in **Schedule 2**).
- 3.5 **Develop Individual Performance Plan:** to work with You to develop an annual Individual Performance Plan (“IPP”) by a date specified by PNZ during the Term, which may include:
- a. Your short and long-term performance goals, including specific performance milestones;
 - b. details of Your training;
 - c. a strategy of how You are going to achieve Your short and long-term performance goals (in training and competition);
 - d. how and when You will review or measure Your progress or success against those goals;
 - e. the contributing factors that could enhance Your approach to achieve Your goals;
 - f. any agreed delivery strategy between You and PNZ;
 - g. any agreed PNZ employees or contractors who will work with You, or who You are to report to in relation to matters specified in Your IPP;
 - h. Your progress against the matters set out in Your IPP;
 - i. any other information required by HPSNZ to satisfy any “[TAPS](#)” and “Campaign Funding” requirements (see also clause 4.1); and
 - j. any other information as agreed between You and PNZ.
- 3.6 **Review:** to monitor and review You and Your coach(es)’s progress against Your IPP with You on a regular basis (with the assistance of HPSNZ for sport science specific monitoring).
- 3.7 **Funding:** to provide You with funding in accordance with clause 4 and **Schedule 2** (subject to Your performance in relation to the Event, Competitions, Appearances, Your obligations and

complying with this Agreement) to contribute to the financial costs associated with Your training and competition costs.

- 3.8 **Expenses:** where PNZ considers it appropriate, and subject to any applicable PNZ policies, to meet or reimburse You for expenses incurred by You in relation to Your participation as a PNZ Para athlete or as a representative of PNZ. In order to receive reimbursement of expenses You must obtain prior written approval to incur the expenses, provide PNZ with satisfactory proof of the expense, and complete the PNZ prescribed expense claim form.
- 3.9 **Assistance with Funding Applications:** if requested by You, to provide administrative support to assist You with any applications You are making for government grants (such as [TAPS](#)) or scholarships to support the costs associated with Your training and competition requirements.
- 3.10 **Uniform/Clothing:** where PNZ considers it appropriate, to supply You with a PNZ Uniform for Your use when participating in any activities as a member of any PNZ teams, or when representing PNZ at Events, Competitions and Appearances (see definition of PNZ Uniform for details clause 21.2). The specific terms relating to the supply and use of any such PNZ Uniform and/or clothing are set out in clause 8 of this Agreement.
- 3.11 **Equipment:** where PNZ considers it appropriate, to provide You with equipment for Your use when participating in any activities as a member of any PNZ teams, or when representing PNZ at Event, Competitions and Appearances. The specific terms relating to the provision and use of any such equipment are set out in clause 9 of this Agreement.
- 3.12 **Travel:** where PNZ has agreed in writing to do so, to determine, arrange, and pay for Your reasonable costs associated with Your travel to and from the place You are residing prior to any Event, Competition or Appearance, to the location for any of the Event, Competitions or Appearance You are required to attend (including meeting the cost of all departure taxes and travel insurance as it relates specifically to Your participation as a member of a PNZ team) in accordance with any applicable PNZ Policies , as amended from time to time by PNZ (including the PNZ Travel Policy set out in **Schedule 3**), or as otherwise agreed in writing with PNZ.
- 3.13 **Accommodation:** to determine, arrange and pay for Your reasonable accommodation costs associated with Your accommodation during the periods You are participating in any Event, Competition or Appearance You are required to attend, and do so in accordance with the PNZ Travel Policy, **Schedule 3**, any applicable PNZ policies, or as otherwise agreed in writing with You.
- 3.14 **Food:** to provide You with food, or an allowance towards Your food costs during any periods in which You are travelling as a member of any PNZ team and for any Event, Competition or Appearance in accordance with the [PNZ Travel Policy](#), **Schedule 3**, any applicable PNZ policies, or as otherwise agreed in writing with You.
- 3.15 **Administration:** where reasonable, to provide administrative support in relation to Your involvement as a PNZ Para athlete, such as making arrangements for Your travel and/or accommodation, obtaining access to training and competition venues etc.
- 3.16 **Communication:** to respond promptly to any questions You may have regarding Your involvement as a PNZ Para athlete or any PNZ squads or teams.

- 3.17 **Information:** to provide You with access to the [PNZ Constitution](#), Regulations, calendar of Events or Competitions, staff contact details, and any other information relating to this Agreement which PNZ considers You may require.
- 3.18 **Sponsorship & Marketing:** where PNZ considers it appropriate, to seek sponsorship for PNZ or any PNZ teams and determine, and undertake as it sees fit, promotion and marketing of PNZ, any teams, or Your sport, and enlist Your involvement in accordance with clause 11.
- 3.19 **Provide Advice:** to provide You with advice and assistance for public relations and media and sponsorship matters which may arise during the Term of this Agreement to the extent PNZ considers it necessary and appropriate to do so.

4. FUNDING

- 4.1 **Campaign Funding:** PNZ may provide You with Campaign Funding as described in **Schedule 2**. This funding is a contribution towards Your campaign for the Term as outlined in Your IPP. Campaign Funding is subject to PNZ having sufficient funds to contribute to the financial costs associated with Your training and competition costs. If PNZ does not have sufficient funds to provide Campaign Funding, You agree to still train and compete at the required Competitions.
- 4.2 **Non-Payment & Refunding of Funding:** If You breach this Agreement, including failure to fulfil Your IPP or failure to attend any of the Events, Competitions or Appearances without reasonable justification, or if this Agreement is terminated for any reason, the total funding including TAPS, or any one or more of the instalments paid to You, may be withheld or not paid to You by PNZ and/or HPSNZ (as applicable), and/or You may be required to refund any payments made to You.

5. YOUR OBLIGATIONS

During the Term of the Agreement, You undertake and agree:

- 5.1 **Good Faith:** that You are considered a representative of PNZ, PNZ Partners and Para sport in New Zealand and agree that it is fundamental that at all times You must act with utmost good faith towards PNZ and its PNZ Partners. You must perform Your obligations under this Agreement in a professional and appropriate manner which reflects Your status as an elite Para athlete.
- 5.2 **Develop IPP:** to agree with PNZ to develop Your IPP in accordance with clause 3.5, and provide PNZ with a finalised version of Your IPP in the manner and format requested by PNZ (as described in clause 7). You also agree that Your IPP will be a document which will be utilised as Your pathway to success, rather than just a compliance document. You will also notify PNZ of any changes to Your IPP as such changes may affect the funding You receive.
- 5.3 **Train & Adhere to IPP:** to undertake a continuous programme of individual training in accordance with Your IPP (and if necessary work with PNZ to make any agreed amendments to Your IPP) unless prevented by reason of injury or illness in terms of clause 6.
- 5.4 **Performance Reviews:** to participate in the reviews undertaken by PNZ in relation to Your IPP to assess Your performance and progress against Your IPP and to follow the reasonable instructions of PNZ if Your performance is unsatisfactory.

- 5.5 **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.
- 5.6 **Assessments:** on reasonable notice, to make Yourself available for, and undertake, such sports science and/or medical assessments (including, but not limited to, nutritional and fitness assessments) as Your coach reasonably considers appropriate in order to assess Your ability and progress against Your IPP, and use Your best efforts to follow any advice given by any specialists who have undertaken such assessments (unless otherwise agreed with PNZ).
- 5.7 **Coaches:** if You have a personal coach(es) not appointed, or supported, by PNZ, You must notify the Games Campaign & Sports Manager in writing of the following;
- a. upon signing this Agreement, the name(s) and contact details of Your personal coach(es) and the disciplines for which they are coaching You; and
 - b. within 2 weeks of any changes to the information provided above, details of any changes to Your personal coach(es)'s details.

In addition, whether You have a personal coach or PNZ coach, You must:

- c. comply with the reasonable direction of Your coach; and
- d. notify the Games Campaign & Sports Manager in writing if there is any change in circumstances, which could affect the relationship between You and Your coach. Such disclosure must be made immediately upon You becoming aware of the changed circumstance(s). PNZ will use its best efforts to assist You and Your coach to adjust to the changed circumstance(s) so that the requirements under this Agreement are still satisfied. PNZ may terminate this Agreement if any requirements under this Agreement are not satisfied as a result of such change in circumstance(s).

In the event You decide You do not wish Your coach to continue to coach You for any reason, or Your coach decides that s/he does not wish to continue coaching You for any reason, then You will notify the Games Campaign & Sports Manager of such fact on a strictly confidential basis as soon as possible. PNZ will use its best efforts to assist You and Your coach to reconsider this decision (including if it considers it appropriate to arrange and support the costs of mediation) and if after a reasonable period of time to allow for such reconsideration, the decision is confirmed by You or Your coach, PNZ may terminate this Agreement and/or the agreement it has with Your PNZ coach in accordance with the Coach Agreement.

- 5.8 **Attendance:** to attend all Appearances and Events (as required from time to time by agreement with You), and, if selected (in accordance with any relevant criteria, including, but not limited to, the applicable PNZ Selection Policy) to attend all Competitions (as amended from time to time by agreement with You), unless Your attendance has been excused by PNZ in writing in advance or You have reasonable justification for doing so (which will generally be limited to exceptional circumstances such as a family bereavement, injury or illness or other urgent matter).
- 5.9 **Travel:** to travel to and from the place You are residing to participate in Events, Competitions and Appearances on the dates and in the manner determined by PNZ (and in accordance with the PNZ Travel Policy, **Schedule 3**) unless otherwise agreed with the Games Campaign & Sports Manager.

- 5.10 **Accommodation:** if directed to do so by PNZ, stay in the accommodation determined and arranged by PNZ while away from Your normal place of residence as a member of any PNZ team or when attending any Event, Competition or Appearance.
- 5.11 **PNZ Uniform/Clothing:** to wear any PNZ Uniform and/or other clothing issued by PNZ in the manner prescribed by PNZ and in accordance with the conditions set out in clause 8.
- 5.12 **Perform:** if selected for any Competition listed in **Schedule 1**, to perform and compete to the highest level You can, as You have shown in the period leading up to Your selection.
- 5.13 **Disclose Change in Circumstance:** to disclose to PNZ any change in circumstances, which could or will affect Your declarations in clause 2.1 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).
- 5.14 **Support:** to be supportive of PNZ, and other team members.
- 5.15 **Celebrate Success:** if You, or a PNZ team in which You are a member of, achieves a podium placing at any Competition You compete in, You agree:
- a. if overseas, to return to New Zealand with the team on the date set by PNZ, unless otherwise agreed with the PNZ Chief Executive. PNZ may request that You remain in Auckland or another location on Your return for media and other promotional commitments and You will be given reasonable prior notice by PNZ if this is required;
 - b. to sign memorabilia for promotional use by PNZ as reasonably requested by PNZ.
- 5.16 **Comply with Rules:** to comply with the following at all times:
- a. the PNZ Constitution and Regulations, as amended from time to time;
 - b. the international rules and regulations of the IPC and/or Your sport as amended from time to time;
 - c. the rules of any organisation of which You are a member, as amended from time to time; and
 - d. any policies (as amended from time to time) including the PNZ Alcohol Policy, **Schedule 3**), procedures, tour protocols, decisions or reasonable directions of PNZ (including the PNZ Chief Executive, and other PNZ staff).
- 5.17 **Anti-Doping:** to comply with the PNZ Anti-Doping Regulation, (which incorporates the Sports Anti-Doping Rules issued by Drug Free Sport New Zealand (“DFSNZ”) as amended from time to time), the IPC Anti-Doping Code, and all other applicable anti-doping rules or regulations including the anti-doping rules of Your sport, the anti-doping rules for any Competition and the World Anti-Doping Code.
- 5.18 **Whereabouts:** if You are listed on the [DFSNZ Registered Testing Pool](#), supply and maintain Your whereabouts information to DFSNZ (or other appropriate organisations) as required under

the PNZ Anti-Doping Policy (**Schedule 3**), (which incorporates the Sports Anti-Doping Rules issued by DFSNZ as amended from time to time), the [IPC Anti-Doping Code](#), and the [World Anti-Doping Code](#). You acknowledge it is Your responsibility and not PNZ's, to maintain and disclose Your whereabouts information in accordance with the applicable requirements.

5.19 **Drug Testing and Investigations:** to permit DFSNZ and any other national anti-doping organisation to undertake tests, carry out other investigations and take any other steps as permitted in the PNZ Anti-Doping Regulation (including the Sports Anti-Doping Rules), the IPC Anti-Doping Regulations, and the World Anti-Doping Code). You must fully co-operate with PNZ, DFSNZ and/or any other person or body undertaking any enquiries under any applicable anti-doping rules, into a possible or alleged anti-doping violation by You or any other person with whom You are or have associated. This may include attending interviews to answer questions, giving information and producing documents. You agree to PNZ and any other organisations or authorities permitted by any anti-doping rules to collect, hold, use and disclose any personal information about You obtained from those tests, investigations or other steps, to the extent specified in the applicable rules.

5.20 **Match Fixing/Corruption:** to comply with all rules, policies and procedures that PNZ, IPC, Your sport and any other applicable organisations, related to match fixing and/or other forms of corruption and misconduct during the Term of this Agreement and in Your sport. You must disclose to PNZ any activity You become aware of which You suspect may be in breach of such rules.

5.21 **Classification Responsibilities**

The roles and responsibilities of Para athletes includes:

- a. be knowledgeable of, and comply with, all applicable policies, rules and processes established by the Sport Classification Rules;
- b. ensure, when appropriate, that adequate information related to Health Conditions and Eligible Impairments is provided and/or made available to the NSO;
- c. cooperate with any investigations concerning violations of these Classification Rules; and
- d. participate in Para athlete Evaluation in good faith giving a true presentation of impairment and abilities;
- e. actively participate in the process of education and awareness, and Classification research through exchanging personal experiences and expertise.

5.22 **Paralympic Charter / IPC Handbook:** to comply, where applicable, with the Paralympic Charter / IPC Handbook including respecting the spirit of fair play and non-violence, and behave accordingly.

5.23 **Conduct:** to conduct Yourself in a proper manner to the absolute satisfaction of the Games Campaign & Sports Manager and PNZ so as not to bring Yourself, PNZ, the IPC or Your sport into disrepute. In this regard, PNZ's General Code of Conduct, **Schedule 3**.

- 5.24 **Be a Good Role Model:** as an elite Para athlete with a public profile in New Zealand and overseas, to 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.
- 5.25 **Co-operate:** to co-operate, to the greatest extent possible, with all other Para athletes, officials, and persons/organisations affiliated with PNZ.
- 5.26 **Gambling Restrictions:** to comply with all rules, policies and procedures of PNZ, IPC, Your sport and any other applicable organisations related to betting in Your sport. In particular You shall not 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.
- 5.27 **Appearances:** in addition to appearing in or providing content for media as described in clause 13.1, You are required by PNZ to attend up to a total of five Appearances per annum for PNZ and PNZ Partners during the Term to promote Your sport and PNZ provided that:
- a. PNZ has given You reasonable notice that Your attendance is required. Reasonable notice shall ordinarily be 14 days written notice, unless an urgent situation arises in which case You are required to use Your best efforts to attend;
 - b. such Appearances do not unreasonably interfere with Events, Competitions, or Your training and competition programme, or any other prior commitments You have which You have notified to PNZ;
 - c. the duration of each individual Appearance shall be no longer than 5 hours, unless otherwise agreed with You;
 - d. You shall not be required to attend any function where the intention is to promote any product or service that is in conflict with any personal sponsors You have, provided You have complied with clauses 12 and 13;
 - e. PNZ will provide You with a brief in advance and if appropriate, suggested talking points. In some cases, where deemed appropriate, You will be accompanied by a PNZ staff member; and,
 - f. PNZ will cover the cost of any reasonable travel and accommodation incurred by You in attending any Appearances.
- 5.28 **Management:** to comply with all reasonable directions of the PNZ Chief Executive, Games Campaign and Sports Manager and PNZ Team Manager (where applicable) during the Term.
- 5.29 **Communication:** to ensure You communicate to the Games Campaign & Sports Manager or any other PNZ staff member nominated by PNZ, any information requested by PNZ regarding Your involvement as a PNZ Para athlete and any other matters relevant to PNZ. This includes completing all forms, responding promptly to all reasonable requests for information or feedback from PNZ, and meeting with PNZ staff and contractors as requested from time to time to discuss Your progress, provided You are given reasonable notice and provided such meetings do not unreasonably interfere with Your training/competition programme.

- 5.30 **Contact Details:** to have, and inform PNZ of, an email address which will be checked by You at least twice per week.
- 5.31 **Keep Records Updated:** to keep PNZ informed if You change Your residential or postal address, or other contact details, within seven days of such a change.
- 5.32 **Retirement:** to advise the Games Campaign & Sports Manager in writing a reasonable time before publicly announcing Your retirement from Your sport.
- 5.33 **Media:** to only make public comment or communicate with the media (including web media e.g. Facebook, Instagram etc) in relation to Your personal performance in training or competition if You wish to do so provided that You do not make or endorse any public statement that has or may have a negative effect on the interests of other PNZ Para athletes, PNZ, PNZ Partners, the Games Campaign & Sports Manager or other PNZ staff, or Your sport generally. The provisions applicable to any public comment or communication by You with the media are:
- a. All communication must adhere to the PNZ's media policy, (**Schedule 3**), and any media, PR and external communication policies or guidelines issued by PNZ or any PNZ Partner, of which PNZ will keep You updated;
 - b. You can use the PNZ logos and PNZ approved images and film on Your website or social media channels as long as such use does not show, or imply, (in PNZ's reasonable opinion) an association between PNZ and Your personal sponsors or partners, per clause 11.1;
 - c. If You are appearing in media at the request of PNZ as part of clause 13.1 and 13.3, then You must wear PNZ Uniform outlined in clause 8.2 and as required by PNZ. You cannot wear any PNZ Uniform in media activities organised by Your personal sponsors or partners as outlined in clause 11.1;
 - d. If You have personally arranged coverage with a media outlet, please notify PNZ in advance where possible so we can assist;
 - e. If You wish to call or organise a press conference or issue a press release in Your capacity as a PNZ Para athlete, You must provide at least three days' notice to PNZ of Your intention to do so and must advise PNZ of the nature of that press conference or release;
 - f. From time to time, PNZ may ask You to issue news or other information via Your social media channels or media contacts that will directly benefit PNZ, PNZ Partners, Yourself and fellow Para athletes. PNZ will endeavour to ensure such requests are relevant in the communities You are connected to and You will be able participate at Your own discretion.
- 5.34 **Participation in Other Sports:** if You wish to participate or compete at a national or international level in any sport other than Your sport, to notify PNZ of this in advance. You agree to meet with PNZ representatives to discuss whether it is agreeable to You doing so, after an assessment of how such participation/competition may affect Your participation as a PNZ Para athlete, and if PNZ agrees to make any necessary changes to Your training and IPP.
- 5.35 **Confidentiality:** to keep all PNZ training programmes, programme initiatives, marketing and commercial information and assessment procedures, confidential and not disclose information

about these matters to any third parties unless agreed in writing in advance with the Games Campaign & Sports Manager.

6. ILLNESS/INJURY

- 6.1 **Your Obligations:** 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 Games Campaign & Sports Manager of the fact of the illness or injury as soon as practicable, and provide such details about the nature and prognosis as the Games Campaign & Sports Manager reasonably requests;
 - c. if requested by the Games Campaign & Sports Manager, 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. The Games Campaign & Sports Manager may request more than one such examination/opinion. COVID-19 testing may be required regardless of whether you have symptoms of the illness;
 - 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 the Games Campaign & Sports Manager on the status of the illness/injury;
 - f. attend such medical personnel as is approved by the Games Campaign & Sports Manager, unless it is an emergency; and,
 - g. take all reasonable steps to comply with any request for regular self-reporting of health and wellness information by the Games Campaign & Sports Manager, PNZ medical personnel and Your Para athlete support personnel.
- 6.2 You agree that any information about Your health or medical status that may impact on Your training or sports performance, which is provided to PNZ by You or any person on Your behalf, can be shared with Your Para athlete support personnel and PNZ medical personnel as determined by the treating health professional and in accordance with clause 7.3.
- 6.3 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 under clause 6.1.
- 6.4 If You are ill or injured and in the opinion of the Games Campaign & Sports Manager You are unlikely or unable to return to full capacity and train and compete as a member of any PNZ teams to which You have been selected, this Agreement may be terminated by PNZ. Before doing so the Games Campaign & Sports Manager may request that You supply an up-to-date medical opinion of Your illness/injury.

7. PRIVACY & PERSONAL INFORMATION

7.1 **Personal Information:** You acknowledge 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.

7.2 **Consent:** 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, Your 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 PNZ Partners, or Your sport generally;
- e. avoiding sponsorship conflicts.

You also consent to PNZ passing on such information to HPSNZ, 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.

7.3 **Health Information:** Any personal information in relation to Your health will only be collected, held, and used by PNZ for the purposes of assessing You to meet Your obligations under this Agreement, and also enabling PNZ to support You to meet them. Such information will not be passed on to third parties (other than Your Para athlete support personnel and PNZ medical personnel) unless PNZ is required by law to do so, or there is an emergency affecting Your health, or where Your prior written consent has been obtained.

8. PNZ UNIFORM

8.1 **Provision of Uniform:** If PNZ considers it appropriate to do so, and subject to PNZ having adequate funding and/or sponsorship, it will issue You with a PNZ Uniform for Your use during the Term and/or for particular Events, Competitions or Appearances.

8.2 **Wear PNZ Uniform:** Subject to clause 14, if PNZ supplies a PNZ Uniform, then on every occasion when You are:

- a. competing in any Competition for which You have been selected by PNZ; or
- b. participating in an Event; or
- c. required to participate in any media or sponsorship activity for and on behalf of PNZ and/or its PNZ Partners; or

- d. attending nominated formal functions, media commitments or other occasions whilst participating in a PNZ training camp, whether in New Zealand or overseas;
- e. participating in an Appearance;

then You must wear the PNZ Uniform supplied by PNZ designed for the purpose of the activity concerned (i.e. training, competition, leisurewear, formal) as determined by PNZ and in accordance with the applicable PNZ policies in relation to the PNZ Uniform. You may also choose to wear the PNZ Uniform if you are undertaking an activity, such as a community event, which is not in any way associated with any of Your sponsors and is not for any purposes in which you are obtaining a financial or commercial benefit.

8.3 Uniform Requirements: With the PNZ Uniform, You must **not**:

- a. wear the PNZ Uniform in any situation in which You are at or involved in any kind of appearance or activity for a personal sponsor or partner, unless this partner is also a PNZ Partner and You have prior written permission from PNZ to wear the PNZ Uniform at such event or activity;
- b. appear or be shown in any PR/media, promotions, advertising, images or film for a personal sponsor or partner wearing the PNZ Uniform, unless this partner is also a PNZ Partner and You have received written permission from PNZ to wear Your PNZ Uniform at their event or activity;
- c. alter it in any way without written permission (including, but not limited to, removing sleeves, shortening or lengthening skirts, adding logos of personal sponsors). Partner branding must not be in any way obscured on any item of the PNZ Uniform;
- d. exchange any items in the PNZ Uniform (if issued as part of PNZ Uniform) for Your own items when You are required to wear the PNZ Uniform, unless prior permission is given. For example, shoes cannot be exchanged for jandals, sneakers or any other footwear, and headwear and other accessories (eg sunglasses) cannot be exchanged for other headwear or other accessories. Any personal accessories (including belts, necklaces, earrings, wallet chains) should be kept to a tasteful minimum; and,
- e. wear any item of apparel branded or manufactured by any person or organisation other than the supplier of the PNZ Uniform or a PNZ Partner, when you are required to wear the PNZ Uniform.

8.4 Compliance with Obligations: You must comply with all requirements related to the PNZ Uniform as specified by PNZ. If You are unsure of Your obligations You agree to seek clarification from PNZ prior to wearing any other clothing at any Appearances, Events or Competitions and in any media.

8.5 Exemptions: PNZ may, in its complete discretion, where it considers it appropriate to do so in exceptional circumstances, grant exemptions to the obligations set out in this clause by agreement with You, and any such exemption(s), including those arising from Your Existing Agreements as specified in clause 10.4, must be set out in **Schedule 4**. Such exemptions may apply for the Term of this Agreement or on a case by case basis for a specific occasion.

8.6 **No Sale/Gifting of PNZ Uniforms/Clothing:** You must not provide, gift, donate, sell, use or exchange, any part of any PNZ Uniform or clothing provided to You under this Agreement (or any previous agreements) unless You have obtained prior written consent to do so from PNZ. Our consent will not be unreasonably withheld if it is for charitable purposes. If You breach this clause, You will be liable for the costs of replacing the relevant item of the PNZ Uniform.

8.7 **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.

9. EQUIPMENT

9.1 **Provision of Equipment:** If PNZ considers it appropriate to do so, and subject to PNZ having adequate funding and/or sponsorship, it may issue You with equipment for Your use during the Term or at specific agreed Event or Competitions. If PNZ is going to provide You with equipment it shall give You at least 2 months written notice, so that, if necessary, You can make any necessary amendments to any contracts You have with other sponsors/suppliers in relation to equipment. If PNZ does supply You with any equipment, You will use any such equipment only when expressly authorised by PNZ to do so, and at no other times.

9.2 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.

9.3 **Use Equipment:** If PNZ supplies You with equipment, You must use such equipment at the times, and in the manner, specified by PNZ, including using equipment when participating in certain Events or Competitions as reasonably required by PNZ.

9.4 **Compliance with Obligations:** You must comply with all requirements related to equipment as specified by PNZ. If You are unsure of Your obligations You agree to seek clarification from PNZ prior to using any other equipment at any of Events or Competitions.

9.5 **Exemptions:** PNZ may in its complete discretion, where it considers it appropriate to do so in exceptional circumstances, grant exemptions to the obligations set out in this clause by agreement with You and any such exemptions, including those arising from Existing Agreements as specified in clause 10.4, must be set out in **Schedule 4**. Such exemptions may apply for the Term of this Agreement or on a case by case basis for a specific occasion.

9.6 **No Sale/Gifting of Equipment:** You must not provide, gift, donate, sell, use or exchange any equipment provided to You under this Agreement (or any previous agreements) unless You have obtained prior written consent to do so from PNZ.

9.7 **Equipment PNZ's Property:** All equipment supplied to You by PNZ shall remain the property of PNZ and shall be returned to PNZ, unless agreed otherwise with PNZ.

10. YOUR IMAGERY

- 10.1 **Your Imagery:** Subject to clause 10.2, You agree to grant PNZ a non-exclusive right to use and sub-license to any PNZ Partner or media rightsholder Your name, photograph, image, voice, likeness, or other representation of You including through any of Your communications (“Your Imagery”) during the Term, at any time, place, and in any manner whatsoever in order to promote PNZ, PNZ Partners, any PNZ teams, or Your sport, including PNZ Members. In particular PNZ may use Your Imagery in any advertisement, promotion, marketing activity, document, merchandise, or at, or in connection with, any Event or Competition or Appearance controlled by PNZ provided it produces or obtains such material at its cost. PNZ will make every reasonable effort to provide You with copies of Your Imagery used by PNZ.
- 10.2 **Your Imagery on Termination:** In the event of termination of this Agreement for any reason, or upon the expiry of this Agreement (whichever is the earlier) PNZ must from the date of receipt of the notice of termination (or if there is no such notice then upon the expiry of this Agreement), unless otherwise agreed in writing with You, cease use of Your Imagery in any **new** advertisement, promotion, marketing activity document or merchandise.
- 10.3 **Warranty:** Subject to clause 10.4 You confirm and warrant that You have not and will not assign or license any rights to Your Imagery to any person or organisation (such as a sponsor) in a way that would prevent PNZ from publishing or otherwise using such material in the manner described in this Agreement.
- 10.4 **Existing Agreements:** For the purposes of this Agreement an “Existing Agreement” means a written agreement entered into by You with any person or organisation (eg a personal sponsor) where that agreement:
- a. was signed by You and the person or organisation on or before 1 January 2023
 - b. applies during all or part of the Term of this Agreement;
 - c. grants rights to use Your Imagery to that person or organisation or any other party;
- but excludes** any renewal, extension or variation of that agreement.
- 10.5 To the extent that any obligation on You under this Agreement, conflicts with or is in breach of any right or obligation that You have under an Existing Agreement (“Conflicting Term”), PNZ may grant an exemption from some of Your obligations under this Agreement, if the following process is followed:
- a. You had notified PNZ prior to 1 January 2023 of that Existing Agreement including the specific nature of the rights You have previously granted, as well as Your obligations under that Existing Agreement and any potential or actual Conflicting Term;
 - b. PNZ is satisfied of the existence of the Existing Agreement which it may ask to be verified (and if the Existing Agreement is shown to PNZ it shall keep it strictly confidential);
 - c. PNZ is satisfied that You used best efforts to renegotiate the terms of Your Existing Agreement to remove or vary the Conflicting Term;
 - d. PNZ is satisfied that You and PNZ have used best efforts to resolve the Conflicting Term.

- 10.6 Any exemption granted by PNZ under clause 10.5, and any terms and conditions attached to it, must be recorded in **Schedule 4**.
- 10.7 Except to the extent specified in **Schedule 4**, if there are any obligations on You under this Agreement, that conflict with or is in breach of any right or obligation under any of Your Existing Agreements, then You agree that this Agreement shall prevail, unless otherwise agreed.
- 10.8 **Notification of Use:** You agree to notify the Games Campaign & Sports Manager immediately if You become aware of any unauthorised use of Your Imagery which may affect Your obligations to PNZ under this Agreement.

11. PARALYMPICS NEW ZEALAND PROMOTIONS, SPONSORSHIP & INTELLECTUAL PROPERTY

- 11.1 **General:** You acknowledge and agree to use Your best efforts to support and protect PNZ and its PNZ Partners against third parties who are not official sponsors of PNZ from seeking to be associated with PNZ. Para athlete personal sponsors or partners cannot be, or attempt to be perceived as being, associated with, PNZ or its PNZ Partners in any way. A personal sponsorship or partnership is about You as a person and should not incorporate rights to use any marks and/or designations that are associated with PNZ, the IPC or Paralympic Games. The only exception is where Your personal sponsor or partner is also a PNZ Partner. The rights PNZ Partners have access to, are dictated by their agreement with PNZ. The provisions applicable to You (which you must enforce against Your personal sponsors and partners) are:
- a. No Paralympic, PNZ, or PNZ Partner designation (for example, “Partner or supplier of Paralympics New Zealand”, “supporter of a member of the New Zealand Paralympic team” or “Supporter of the Paralympic Movement in New Zealand”) or any logo or official mark (for example, the PNZ name or logos, IPC name or logos, or Paralympic Games name or logos) may be used by You or Your personal sponsor and partners except in accordance with PNZ's instructions or in accordance with clause 12.1j. Use of the words “Paralympian”, “Paralympic Athlete” and “Para athlete” is permitted by you personally (when describing or promoting yourself), but may not be used by your personal sponsors and partners when associating themselves or their products/services with you);
 - b. No names, marks, imagery or other intellectual property of IPC or the organising committee of any Event or Competition, or their partners may be used by You or Your personal sponsors and partners, without their and PNZ approval;
 - c. Neither You nor Your personal sponsors and partners may be, or cause You to be, in breach of any rule or requirement of the IPC or the organising committee of any Event or Competition, including in particular any rules and requirements related to advertising, sponsorship and other commercial rights;
 - d. You cannot wear the PNZ Uniform in any situation in which You are involved in any appearance, engagement or activity for a personal sponsor or partner, whether in private or in public, unless Your personal sponsor or partner is also a PNZ Partner and then such use must be in accordance with their rights as a PNZ Partner;
 - e. No Imagery (clause 10.1) can be obtained, sourced, created or used of You whilst in Your PNZ Uniform, or whilst You are at an Event, Competition or an Appearance, other than by

PNZ and PNZ Partners including their authorised agents unless permitted in writing by PNZ;

- f. No personal sponsors or partners can be shown on the PNZ or any PNZ Partners' websites, social media channels, in any type digital or printed promotional materials or in any media activity organised by PNZ or PNZ Partners (including, but not limited to, newsletters, annual report, brochures, media events, media releases, media images, media videos, press kits, media interviews, venue signage or promotional items such as perimeter signage or roll-up banners, any advertisements, flyers, letters etc), unless Your personal sponsor or partner is also a PNZ Partner;
- g. No logos or any other marks of Your personal sponsors and partners and their products and services can be placed on any vehicle, equipment or other item provided by PNZ or its PNZ Partners for Your use. You cannot use these items (or allow others to do so) within any media or promotional campaigns featuring You;
- h. No PNZ coaches or support staff can be used by You or your personal sponsors or partners for media or promotional opportunities, unless they have an agreement directly with this person which agreement has been approved in writing by PNZ, or You or Your personal sponsor or partner has a separate agreement with this person that covers appearances and promotions, which agreement has been approved by PNZ in writing;
- i. Your personal sponsors and partners shall not be involved or referred to in any way in any Appearance (clause 5.27) or in any media organised by PNZ (as specified in clause 13);
- j. You can use the PNZ logos, PNZ Partner logos and PNZ approved images and film, as supplied to You by PNZ, on Your website or social media channels to represent Yourself as a PNZ Para athlete, as long as they are not used alongside logos, information or content about or from Your personal sponsor or partner, as they must not be associated with it. Use of these items is subject to final PNZ approval; and,
- k. You must not permit Your personal sponsors or partners to position themselves, or create the impression they are doing so, as supporting or being associated with PNZ, or any of its PNZ Partners, or in any way be involved with the staging and delivery of Events, Competitions or Appearances.

11.2 **PNZ Partner Promotions:** You agree that You will make Yourself available on reasonable notice for PNZ Partners to obtain Your Imagery. You agree to permit any such PNZ Partners to use Your Imagery (including for print, television, billboards, video, internet and other technologies) and sport results in any promotion by a PNZ Partner in association with PNZ, subject to the following:

- a. The PNZ Partner promotion shall be focussed on the PNZ Partner's association with PNZ and Para sport in New Zealand and PNZ squads, teams, Events or Competitions and not imply any association or sponsorship of You personally.
- b. If the PNZ Partner promotion is, or will be made, public (for example in an Appearance or in connection with an Event or Competition), there shall always be three or more PNZ Para athletes, unless agreed with You or You have Your own agreement with the Partner to do so. However, if the PNZ Partner promotion is held in private (such as a speaking engagement), and it will not be publicized in any medium external to the PNZ Partner, then

You may be required to attend the promotion on Your own and with or without a PNZ staff member or representative of a PNZ Partner;

- c. Your personal sponsors will not be referenced, in any manner including verbally or in associated imagery, in any PNZ Partner promotion;
- d. The final images and footage with Your Imagery which are created for any promotion by a PNZ Partner, is subject to Your prior approval, which must not be unreasonably withheld. You will respond to any requests from PNZ with feedback or approval within five days, unless You are travelling abroad, competing, or an extension is granted by the PNZ Commercial Manager. In this case, a reply should be provided as soon as possible and not longer than 10 days after receipt of the request. PNZ will endeavour to notify You in advance if an approval is pending soon.

11.3 Restrictions on Use of PNZ IP: Except as expressly permitted under this Agreement, 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. This clause shall continue to apply notwithstanding the termination or expiry of this Agreement.

12. YOUR PERSONAL SPONSORSHIPS, PRIZES & FREQUENT FLYER POINTS

12.1 Personal Sponsorship: PNZ recognises that personal sponsors are important to You and the need for You to work with, and protect, them. Unless otherwise agreed in writing with PNZ, You may have, seek, or obtain personal sponsorship provided that:

- a. it does not represent a sponsorship, approval, or association with PNZ or any PNZ team;
- b. it is not, in PNZ's reasonable opinion, in conflict with, or detrimental to, PNZ or any PNZ team; and
- c. it does not impact on Your ability to comply with Your obligations under this Agreement.

12.2 Additional Restrictions: You accept that if You are selected to compete in any Paralympic Games, any event agreed in writing in Your IPP, and any other event(s) where You are funded by PNZ to attend, additional restrictions on Your ability to enter into or continue any existing personal sponsorship agreements may be imposed by PNZ, the IPC, and/or other relevant organisations. You agree to inform all of Your personal sponsors and any personal coaches or managers You have (if applicable), of the limitations imposed on You in relation to the Paralympics Games, and any other event either as agreed in writing in Your IPP, or where You are funded by PNZ to attend.

12.3 Notification of Proposed New Agreements: Where You intend to enter into an agreement with a person or organisation in which you propose to grant rights related to You as a Para athlete (eg a sponsorship agreement) during the Term, You must ensure it does not conflict with this Agreement and any existing agreements PNZ has with its sponsors, and You must obtain PNZ's prior written consent. Such consent may not be unreasonably withheld by PNZ. Such disclosure and, if granted, approval does not waive the obligations You have to PNZ regarding Your personal sponsorships under this Agreement. The requirements of this clause also apply to any renewal, extension or variation of an Existing Agreement.

- 12.4 **Restriction:** You understand and accept that this Agreement restricts Your absolute freedom, and that of Your personal sponsors, to exploit and use Your Imagery to the extent set out in this Agreement. You acknowledge and agree that such restrictions are necessary and reasonable in the public interest and for the purposes of protecting the sources of income necessary to fund the operations of PNZ and fulfil commercial obligations to the IPC and Event or Competition organisers.
- 12.5 **Prizes:** If You receive any prizes, awards or financial rewards from other parties during the Term as a result of Your participation in any of Events or Competitions, then subject to any applicable rules and regulations relating to such prizes, You shall be entitled to keep such prizes or financial rewards, but You shall be responsible for any associated tax obligations.
- 12.6 **Personal Sponsors Awareness:** You must take all steps reasonably necessary to ensure that your personal sponsors and partners are aware of Your obligations in this Agreement and that they do not act in a way which causes You to breach them.
- 12.7 **Frequent Flyer Points:** You may, at Your expense, join and participate in any frequent flyer programme operated by any airline. However, this does not alter Your obligation to fly on any airline designated by PNZ and/or where PNZ has arranged Your travel. Any points and other benefits accrued in that programme as a result of flights undertaken by You at PNZ's cost may be retained by You for Your own use. However, You are solely responsible for payment of any tax on any such benefits, and the use of any benefits accrued by You (e.g. upgrades) when You are travelling on behalf of PNZ must be agreed with PNZ.

13. MEDIA

- 13.1 **Media Contact:** You acknowledge and agree that PNZ may organise You to appear or provide content for the media (whether for publicity purpose 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 any PNZ teams or Event or Competitions, provided that PNZ gives You reasonable notice of such arrangements and that these do not unreasonably interfere with Your training/competition programme. These arrangements are in addition to the Appearances described in clause 5.27.
- 13.2 **No Public Criticism:** You agree not to comment, issue, authorise, offer, or endorse any public criticism or statement having or designed to have a prejudicial effect on PNZ, HPSNZ, PNZ Partners or their interests, or any other Para athletes, during the Term.
- 13.3 **Availability:** You agree to make Yourself available for any media arranged by PNZ in accordance with this clause 13 for a minimum of 20 hours per annum during the Term, and to answer questions, make comments, and/or participate in promotional activities at its reasonable request. You must wear the PNZ Uniform as directed by PNZ for such media activity, unless otherwise agreed. Your obligation to be available for media under this Agreement is limited to official media activities proactively arranged by PNZ and excludes media which third parties may request You to attend or provide (even if those requests are conveyed to You by PNZ).
- 13.4 **Punctuality:** You agree to punctually attend media events arranged by PNZ when reasonably requested to do so by PNZ.

13.5 **Interviews:** You will 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.

13.6 **Costs:** 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.

14. RETIREMENT, CONDUCT & TERMINATION

14.1 **Retirement/Withdrawal:** You may retire from Your sport or withdraw from this Agreement prior to the end of the Term by giving no less than 30 days written notice to the Games Campaign & Sports Manager and the PNZ Chief Executive. If You do so You shall immediately cease to receive all benefits provided under this Agreement and You may (in PNZ and/or HPSNZ's absolute discretion) be required to refund any part or all of the funding provided to You in clause 4, depending on the reason for such retirement or withdrawal.

14.2 **Conduct:** If You:

- a. are not, in the reasonable opinion of PNZ, meeting the performance goals or other requirements in Your IPP;
- b. breach or breach any term of this Agreement, including any term contained in a Schedule to this Agreement;
- c. are alleged, charged or convicted of a criminal offence, whether in New Zealand or otherwise;
- d. are suspended from any Event or Competition, competition, or team by any member of PNZ, PNZ, or the IPC;
- e. breach any team protocol or allegedly fail to follow any reasonable direction of Your PNZ coach, the Games Campaign & Sports Manager or the PNZ Team Manager (if applicable);
or
- f. 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's Chief Executive Officer, after consultation with the Games Campaign & Sports Manager, the PNZ Team Manager (if applicable) and/or Your coach, the PNZ Chief Executive Officer may do any one or more of the following:

- i. caution or reprimand You;
- ii. remove You from any squad or team to which You have been selected, 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 any Event or Competition, whether nationally and/or internationally;

- iv. restrict or withhold any right or benefit that You would otherwise be entitled to under this Agreement, including retaining, and/or requiring You to refund, any part or all of the funding paid to You under this Agreement;
- v. require You to pay reparations for any damage or loss incurred by Your actions;
- vi. require You to undergo counselling or other appropriate treatment;
- vii. 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;
- viii. terminate this Agreement by written notice to You; and
- ix. take any such other action, or impose such other conditions, as the PNZ Chief Executive considers fit (including termination of this Agreement);

provided that before taking any such action the PNZ Chief Executive (or nominee) shall give You a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the proposed action. There shall be no right of appeal from the exercise of discretion by the PNZ Chief Executive (or nominee) under this clause.

14.3 Immediate Termination: In addition, and without prejudice to any other rights or remedies PNZ may have, PNZ may terminate this Agreement immediately on notice in writing to You:

- a. if PNZ reasonably considers that You have committed a Material Breach (as defined in clause 14.4) of this Agreement; or
- b. if PNZ is unable for financial, operational or other reasons to continue this Agreement.

14.4 Material Breach: For the purposes of clause 14.3 (Immediate Termination for Material Breach), a breach of clauses 2.1 (Eligibility), 5.13 (Disclose Change in Circumstance), 5.16 (Comply with Rules), 5.17, 5.18, 5.19 (Anti-Doping), 5.20 (Match Fixing/Corruption), 5.21 (Paralympic Charter), 5.22 (Conduct), 8.3 (Uniform), 11.1 (Protecting PNZ and PNZ Partners), or 14.2 (No Public Criticism) will be deemed to be a material breach.

14.5 Consequences of Termination: On termination of this Agreement for any reason, the termination will be without prejudice to PNZ's and Your rights and remedies in respect of any breach of this Agreement. If You are travelling with PNZ at the time of termination You acknowledge and accept that You may be required to immediately return to Your usual place of residence at Your own cost. You must also return the PNZ Uniform and any other property including documents and confidential information, if requested to do so by PNZ.

14.6 Ongoing Obligations: The rights and obligations set out in clauses 7.2 (Consent), 10.1 (Your Imagery), 11.3 (Restrictions on Use of PNZ IP), 14.5 (Consequences of Termination), 14.6 (Ongoing Obligations), 16 (Limitations of Liability), 17 (Indemnity), 18 (Confidentiality), 19 (Status), and 20 (General) of this Agreement will continue notwithstanding the termination or expiry of this Agreement.

15. DISPUTE RESOLUTION

- 15.1 **Good Faith Discussions:** If any dispute arises between You and PNZ in relation to the interpretation of this Agreement or any part of it, (but excluding any dispute arising from the exercise of discretion by the PNZ Chief Executive pursuant to clause 14.2) any termination of this Agreement or any dispute pursuant to clause 15.5 below), You agree to meet with PNZ to try and resolve it in good faith.
- 15.2 **Mediation:** If any dispute as described in clause 15.1 has not been resolved within 14 days after the dispute was notified by You to PNZ, or by PNZ to You, then either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if agreement cannot be reached within seven days after notice of the request to attend mediation has been given, a mediator will be appointed at the request of either party by LEADR (Lawyers Engaged in Alternative Dispute Resolution) New Zealand Incorporated. Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties' costs, will be shared equally.
- 15.3 **Confidentiality:** PNZ and You each agree that the existence of any dispute between You and the information relating to any dispute will, subject to this Agreement, remain strictly confidential.
- 15.4 **Legal Proceedings:** Neither party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with the provisions of clauses 15.1 and 15.2.
- 15.5 **Dispute with PNZ Coach and/or PNZ team member:** In the event of any dispute arising between You and Your PNZ coach and/or PNZ team members You agree to the following process to obtain a resolution to such dispute:
- a. the party initiating the dispute will provide written notice to the other party of the dispute;
 - b. the parties will attempt to negotiate and agree a resolution in good faith within 30 days;
 - c. failing resolution in clause 15.6b, either party may refer the matter to the Games Campaign & Sports Manager to determine (who's decision will be final and binding).

16. LIMITATION OF LIABILITY

- 16.1 **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.
- 16.2 For the purpose of clause 16.1 PNZ includes the management team, officials and employees engaged by PNZ, coaches, independent contractor, medical practitioners, sport scientists, and therapists engaged by PNZ, and any voluntary worker carrying out duties for PNZ.

17. INDEMNITY

- 17.1 **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 any teams for which You are selected by PNZ;
 - b. Your participation in any Event or Competition under this Agreement;
 - c. any disciplinary action taken against You by PNZ; or
 - d. any issue arising from Your non-selection or withdrawal from any Event or Competition.
- 17.2 **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 clause 17.1, 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.

18. CONFIDENTIALITY

- 18.1 You agree that You will not at any time, whether during the Term of this Agreement or after the Agreement has terminated, disclose to any person any confidential information You obtain during the Term of this Agreement except:
- a. for the use or disclosure of such information in the course of Your duties;
 - b. for the purposes of obtaining legal or financial advice;
 - c. if such information is in the public domain, other than due to a breach of this clause by You; or
 - d. as otherwise required by law.
- 18.2 In addition, You must keep the contents of this Agreement confidential during the Term of this Agreement and after its termination, except for the purposes of obtaining legal and financial advice or as otherwise required by law.
- 18.3 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, and whether held electronically or otherwise, made or acquired by You during the Term of this Agreement shall be the property of PNZ and must be returned to PNZ on termination or expiry of this Agreement.
- 18.4 For the purposes of this clause "Confidential information" shall include all information specifically designated as confidential by PNZ and any information which relates to:
- a. the personal details about any person who discloses information to You;

- b. the commercial and financial activities of PNZ;
- c. any PNZ Partners;
- d. any, Para athletes, coaches, other Para athlete support personnel, employees and volunteers of PNZ; or
- e. to the trade secrets of PNZ including strategic plans, financial matters etc.

18.5 Subject to clause 13 of this Agreement, You shall not make any comment or statement (whether or not in writing) about PNZ or any of its activities to the media without the prior approval of PNZ.

19. STATUS

19.1 **Status:** You acknowledge and agree that there is no relationship of employer/employee, principal/agent arising out of this Agreement.

19.2 **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 are/were an employee of PNZ.

19.3 **Acknowledgement of Advice:** You acknowledge that You have had an opportunity to seek independent advice about this Agreement and that You agree and acknowledge this arrangement to be one of an independent contract with PNZ.

19.4 **Tax:** You acknowledge that You are solely responsible for the payment of all taxes, GST, insurances, duties, and levies which may be payable in respect of payments or benefits provided by PNZ under this Agreement. You accept that PNZ will make no deductions on account of tax and any other imposition except where PNZ is required by law to do so, or where it is specified in this Agreement that we will deduct withholding tax. You agree to notify PNZ of any tax details (such as Your IRD number and tax code) as reasonably required by PNZ.

19.5 **Goods & Services Tax:** If You are registered for GST, You must provide PNZ with Your GST number.

19.6 **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.

19.7 **Fines:** You are responsible for the payment of any fine for failure by You to comply with any statute or regulation.

20. GENERAL

20.1 **Entire Agreement:** Subject to clause 1.2, this Agreement sets out the entire agreement and understanding between You and PNZ and supersedes all prior agreements, understandings and representations.

20.2 **Variation:** This Agreement may only be varied by agreement in writing between You and PNZ.

- 20.3 **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.

- 20.4 **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.

- 20.5 **Force Majeure:** If either party is unable to perform its obligations under this Agreement by reason of riot, fire, storm, act of God, terrorist attack, 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.

- 20.6 **Notices:** All notices and other communications required under this Agreement must be in writing and delivered personally or sent by email to the addresses agreed between and notified to the parties.

- 20.7 **Governing Law:** This Agreement, and any dispute in connection with it, shall be governed by and construed in all respects in accordance with the laws of New Zealand.

EXECUTION

Signed for and on behalf of Paralympics New Zealand Incorporated by:

Signed:

Full Name & Title:

Date:

I have read and understand this Agreement and I agree to be bound by it:

Signed:

Full Name:

Date:

If a Para athlete signing this agreement is under 18 years of age, both the Para athlete and a parent or other legal guardian of the Para athlete must sign this agreement in the space above.

Schedule 1

Competitions

Pursuant to clause 3.3 (Commitments), and subject to this Agreement and any applicable criteria, including the applicable PNZ Selection Policy, You agree to participate in the following Competitions during the Term:

2023-2024

Event	Date(s)

These Schedules may be amended from time to time by agreement in writing between You and PNZ. Where any Competition listed above is subject to selection, Your attendance is only required if You are selected.

Schedule 2

Funding

During the Term, and subject to the terms and conditions in this Agreement, if applicable PNZ will provide You with the following funding.

Campaign Funding

Event	Date(s)

TAPS

Your TAPS investment is:

Base Grant	Excellence Grant

Para Athlete Performance Support

- Individual Para athlete's entitlements are driven by the needs identified through Para athletes Individual Performance Plans (IPP). The NSO will allocate services provision. This must be agreed between the NSO and HPSNZ.
- Support is available in the areas of Performance Support, Strength and Conditioning, Performance Nutrition, Performance Psychology, Physiology, Performance and Technique Analysis, Medical Services (Performance Physiotherapy, Massage and Medical)
- Specialist services disciplines or services include Osteopathy, Chiropractic, Pilates, Podiatry, Sports Vision, Clinical Psychology and Muscle Balance Assessments must be on referral from the Performance Physiotherapist in discussion with the PNZ Programme Manager/ Lead and HPSNZ Performance Team Leader. These services needs must align with Individual Performance Plans.
- HPSNZ/ PNZ will not support the costs of service delivery by non HPSNZ approved providers, any services utilised before pre approval or with a non HPSNZ provider will be at the individual Para athletes cost.

- Any Para athletes who miss or do not cancel a Medical, Performance Physiotherapy or Massage session in the required time will be charged for a missed/cancelled appointment.

Exclusions:

There are a number of support areas which are excluded from HPSNZ funded Performance Support.

- HPSNZ/ PNZ will not support the costs of service delivery by non HPSNZ approved providers, any services utilised before pre approval or with a non HPSNZ provider will be at the individual Para athletes cost
- HPSNZ/ PNZ will not support the costs of:
 - Dental care;
 - Any specialist support not pre-approved (include Osteopathy, Chiropractic, Pilates, Podiatry, Sports Vision, Clinical Psychology and Muscle Balance Assessments);
 - Overseas service support unless pre-approved;
 - Clothing; mouth guards, glasses, compression gear, orthotics or other protective or personal gear;
 - Provider travel;
 - Supplements.

Para athletes requiring any support with services or requiring pre-approvals for required services should contact their sport programme leader.

Coaching Support:

PNZ may also invest in Your coach to deliver coach services as identified within the PNZ Coach Agreement. This investment may not cover the full fee Your coach charges and therefore some Para athlete contribution may be required.

Schedule 3
PNZ Policies

You acknowledge that you have read and agree to comply with the requirements outlined in the following PNZ Policies. All links are included below.

1. [Alcohol Policy](#)
2. [Anti-Bullying, Harassment and Discrimination Policy](#)
3. [Anti-Doping Policy](#)
4. [Anti-Match Fixing and Sports Betting Policy](#)
5. [Ceremonies and Movement Policy](#)
6. [Code of Conduct](#)
7. [Complaints Procedure](#)
8. [Media Policy](#)
9. [Protected Disclosures Whistleblower Policy](#)
10. [Supervision of Minors Policy](#)
Appendix 1 must be completed, if applicable – digital link can be signed [here](#).
11. [Travel Policy](#)
12. [Uniform Policy](#)
13. [Young Persons Protection Policy](#)

Schedule 4

Agreed Exemptions

Existing Agreement Exemption (clause 10.5)	Terms and Conditions
[insert nature of conflict and scope of exemption. If "none" put "not applicable"]	

Uniform Exemption (clause 8.5)	Terms and Conditions
[insert "none" if not applicable)	

Equipment Exemption (clause 9.5)	Terms and Conditions
[insert "none" if not applicable)	

Other Exemption	Terms and Conditions
[insert "none" if not applicable)	