



## **ROWING IRELAND**

### **HIGH PERFORMANCE PROGRAMME ATHLETE AGREEMENT**

**BETWEEN**

**IRISH AMATEUR ROWING UNION CLG**

**AND**

**ROWER'S NAME** \_\_\_\_\_

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ for the period through to 31<sup>st</sup> December 2017.

**BETWEEN:**

- (1) **IRISH AMATEUR ROWING UNION**, a private company limited by guarantee with company number 361965, Trading as Rowing Ireland, based at the National Rowing Centre, Farran Wood, Ovens, Co. Cork ("**Rowing Ireland**"); and
- (2) (Rower's Name \_\_\_\_\_) of (Rower's Address \_\_\_\_\_)  
\_\_\_\_\_) (the "**Rower**")

**BACKGROUND:**

- (A) Rowing Ireland is the national governing body for the sport of rowing within Ireland and is recognized as such by FISA, the OCI/PCI, the Sports Councils and all other bodies involved in the administration of sport. The organization of national and international competitions and trials and the selection of national teams require the establishment of national federations with certain exclusive competencies. Rowing Ireland is such a federation. Members of the HPP (International Performance Programme) wish to be active competitors in the sport and to access financial and other support which is available through the Sports Councils (Sport Ireland & Sport Northern Ireland) with the objective of winning medals at the Olympics and other major international championships and competitions.
- (B) Rowing Ireland and the Rower wish to enter into this Agreement in order to clarify

their respective responsibilities and obligations. References in this Agreement to 'Rower(s)' are references to members of the Rowing Ireland High Performance Programme (HPP) who have agreed to join the HPP and have confirmed this by signing a copy of this Agreement (or one in substantially similar form).

- (C) This Agreement should be seen as a "Statement of Shared Responsibilities" or "Code of Conduct" which is designed to enable each member of the HPP to make the most of their sporting career and for Rowing Ireland to continue to develop the HPP in support of high performance rowing. Membership of the HPP will entitle the Rower to financial support and assistance. In addition to this, and subject to the provisions of this Agreement, the Rower is encouraged to obtain his own personal sponsorship.
- (D) This Agreement is a legally binding document.
- (E) When read along with Rowing Ireland Performance Policies, this Agreement details the policies, procedures and support services applicable to the Rower as a member of the HPP. These policies and procedures are binding on the Rower and Rowing Ireland. Rowing Ireland may, in its absolute discretion, amend, supplement and/or discontinue any policy or procedure from time to time upon reasonable prior notification to the Rower. This will only be done in the best interests of the HPP and may be made in compliance with obligations imposed on Rowing Ireland by the Sports Councils (or as recommended by them).

## **1. DEFINITIONS & INTERPRETATION**

Words and expressions used in this Agreement shall have the meanings set out in Schedule 1, unless the context requires otherwise.

## **2. AIMS & OBJECTIVES**

- 2.1 The Parties recognize that the ultimate goal of everyone involved in the HPP is to win medals at the Olympic Games and other designated international competitions.
- 2.2 The Parties acknowledge that this is not a contract of employment and the Rower's agreement to become a member of the HPP and his participation in HPP activities will not create an employment relationship between the Rower and Rowing Ireland.
- 2.3 The Rower acknowledges that all the obligations and duties which he is accepting under this Agreement is conducive to his own professional development as a high performance rower, and are designed to assist and enable him to win medals at the Games and other designated international competitions.
- 2.4 The Rower and Rowing Ireland acknowledge that the obligations and duties Which Rowing Ireland is accepting under this Agreement is conducive to the effective management of the HPP.

### **3. ELIGIBILITY**

- 3.1 To be eligible for membership of the HPP, the Rower must be eligible to compete for Ireland and must therefore satisfy the eligibility requirements of the IOC, FISA, FISU and the OCI or PCI, including (but not limited to) the criteria set out at Clauses 3.4(a) to 3.4(e) below. The High Performance Director can advise on eligibility for the Games and other international competitions.
- 3.2 The Rower is not eligible to join the HPP or receive a financial award from Rowing Ireland or the Sports Councils (or to continue in membership of the HPP and to continue to receive a financial award) until Rowing Ireland has received a signed and dated copy of this Agreement from the Rower.
- 3.3 The Rower is required to sign Rowing Ireland's High Performance Programme Athlete Agreement annually when invited to by the High Performance Director as prescribed in Rowing Ireland's Selection Policy Document.
- 3.4 The Rower shall immediately notify the Rowing Ireland High Performance Director should he at any time fail to satisfy any one or more of the criteria set out below:
- (a) The Rower shall satisfy the terms and conditions of eligibility and selection of the OCI or PCI (as appropriate) to represent Ireland at the Games;
  - (b) The Rower shall satisfy FISA's Eligibility Code as set out in FISA's Rules of Racing currently in force and as amended from time to time;
  - (c) The Rower shall currently hold, or be eligible to hold an Irish passport; hold an EU Health Insurance card (EU blue card) and for carded athletes hold a current Private Health Insurance & a current tax clearance certificate;
  - (d) The Rower shall not be ineligible to compete at the Games or other international competitions by virtue of the operation of the Irish Anti-Doping Rules and
  - (e) The Rower must be a registered member of Rowing Ireland and must remain so during the Membership Period.
  - (f) The Rower must not be serving a ban from competition as a result of being found guilty of a doping offence or be in receipt of a lifetime funding ban from any of the Sports Councils.

### **4. TERM**

The Membership Period shall commence on the date of signature of this Agreement and this Agreement and the Rower's membership of the HPP shall remain in force until 31 December in the year of signing unless terminated by either Party in accordance with the provisions of Clause 11.

## **5. ROWING IRELANDS' RESPONSIBILITIES**

- 5.1 Subject to the continued financial support of the Sports Councils (or any successor body), Rowing Ireland agrees:
- (a) to manage and operate a Performance programme for rowing to the best standards achievable within the available funding with a view to implementing the standards recommended by the Sports Councils as best practice as these apply from time to time;
  - (b) to provide a package of support and benefits to the members of the HPP during their respective Membership Periods as set out below. Listed at (i) to (vii) below are those benefits currently available to rowers under the HPP. The level or amount by which each rower is entitled to enjoy any of the benefits is determined on a case by case basis by Rowing Ireland, at its discretion:
    - (i) Coaching Support;
    - (ii) Medical Services;
    - (iii) Sports Science Support;
    - (iv) Lifestyle & Education Support;
    - (v) Team Clothing;
    - (vi) Crew Racing and Crew Training boats;
    - (vii) The cost of participating in designated camps and international competition. Rowing Ireland and/or Sports Councils are entitled, in their absolute discretion, to amend the above list of benefits so that some or all of them may not be available to rowers under the HPP at any time and some or all may require a financial contribution from the Rower to the cost. Rowing Ireland and/or Sports Councils shall use their reasonable endeavours, subject at all times to any financial limitations, to substitute other appropriate benefits in place of any benefits not available at any time;
  - (c) Rowing Ireland has in place a Group Travel Insurance Policy which will cover the Rower for medical expenses outside Ireland when the Rower is part of certain training camps and competitions. When this cover is in place this will be stated in the Performance Director's circular for the camp or competition and the extent of the insurance cover stated. This cover is only extended to rowers on the official list of attendees and if the insurance is specifically included in the text of the circular. Within the EU Rowers will only be eligible for the medical insurance if they hold and carry with them a European Health Insurance Card (EHIC); the Policy does not apply to any

medical treatment within Ireland;

- (d) to work together with the Rower to plan, monitor and review his training programme on an ongoing basis to ensure that personal targets are set and the Rower continues to progress towards them;
- (e) to notify the Rower of Rowing Ireland's requirements and standards of training and performance relating to the HPP as may be amended from time to time;
- (f) Rowing Ireland will provide such information and instruction as the Rower may reasonably require enabling him to perform his obligations under this Agreement, and to publish written policies and procedures including:
  - (i) advice on the criteria for Rowing Ireland Selection within the HPP, including Rowing Ireland's Selection Policy;
  - (ii) advice on the current squad strategy, competition and training requirements, including the Annual International Rowing Strategy Document and the Appeals Process;
  - (iii) advice on doping issues, including Irish Sport's Anti-Doping Rules;
  - (iv) advice on branding on kit and equipment;
  - (v) advice on water safety, including Rowing Ireland's Water Safety Policy;
- (g) To provide the Rower with updates detailing relevant changes in the HPP or in the organization of Rowing Ireland (insofar as they relate to the subject matter of this Agreement).

## **5.2 Further, Rowing Ireland agrees:**

- (a) to manage its relationship with the Rower in a manner that develops openness, honesty, mutual trust and respect, and ensures the highest professional and ethical standards from all staff;
- (b) to manage and govern all aspects of the HPP in a manner that constitutes good governance and best practice. This involves ensuring that Rowing Ireland's sports policies and procedures are regularly reviewed and if necessary enhanced to comply with current good practice;
- (c) to abide by all the sports policies and procedures currently adopted by the Rowing Ireland as may be amended from time to time including the policy of Communication through social media before, during and after international events;
- (d) actively to encourage and support consultation with the Rower in policy and programme development and to ensure timely communication of any revisions

directly with each rower, and

- (e) not to make any public statement (whether made as part of a formal interview or not) which is detrimental to the reputation of the Rower or otherwise derogatory or offensive. Fair comment and criticism of a sporting performance or behaviour linked to a sporting performance or some other aspect of this Agreement shall not be prohibited by this Clause. This Clause will not limit or restrict Rowing Ireland's reporting obligations to the Sports Councils or to any Commercial Partner.

## **6. ROWER'S RESPONSIBILITIES**

- 6.1 In recognition and support of the goals of the HPP, the Rower agrees to the terms of this Agreement and undertakes to comply with the provisions of this Agreement at all material times:
  - (a) attend the tests and trials outlined in the Strategy Document for their squad, and any others notified by the Lead Coach or High Performance Director with reasonable notice;
  - (b) follow the training and competition programme established by his Lead Coach, and
  - (c) attend any squad training session or test as required by his Lead Coach.

### **Performance Programme Conduct (Standards of Behaviour & Attitude)**

- 6.2 The Rower recognizes that, as an elite competitor within the HPP, his behaviour will reflect on Rowing Ireland and the sport of rowing. Accordingly, the Rower agrees to conduct himself in a fit and proper manner at all times during the Membership Period. Further, the Rower agrees that, at all times during the Membership Period, he will:
  - (a) make a positive commitment to supporting and achieving the aims and objectives of the HPP and as and when reasonably requested by Rowing Ireland, use all due skill and ability in promoting the Commercial Partners;
  - (b) accept and abide by all the sport's policies and procedures currently adopted in relation to membership of Rowing Ireland and the HPP, including this Agreement, and all reasonable advice, standards, rules and regulations made by or on behalf of the Commercial Partners to coordinate the promotion of the Commercial Partners;
  - (c) conduct himself at all times when training, competing, on duty as a member of the Rowing Ireland Team or otherwise in a correct manner that does not bring Rowing Ireland, the sport, the Commercial Partners or the Rower into disrepute;
  - (d) project a favourable and positive image of the sport and the Sports Councils' programmes and the Commercial Partners by adopting high standards of behaviour and sensible appropriate dress standards when appearing in public or carrying out

duties in relation to the HPP; this includes showing consideration to other travellers and guests when travelling or staying away with Rowing Ireland Squads or Teams.

- (e) not engage in any public activities that are detrimental, derogatory or offensive to the Commercial Partners;
- (f) behave reasonably and in a manner that shows reasonable and appropriate respect for other rowers and other athletes when training, competing or residing in a multi-sport environment;
- (g) do nothing which could undermine his own performance or that of another squad/team member and accept that the High Performance Director may take whatever reasonable steps are necessary to maintain these standards, including ultimately withdrawal of Rowing Ireland Squad or Team membership;
- (h) refrain from the excessive consumption of alcohol at all times;
- (i) obtain and maintain the best possible level of health and physical fitness (unavoidable injury or illness excepted) required for consistent training and competition as an elite international rower;
- (j) keep the High Performance Director informed of any change of circumstances that may affect the Rower's ability to train or compete to the high standards required by this Agreement; and
- (k) keep the Rowing Ireland Office informed of any changes to personal circumstances such as any change of permanent residential address.

### **Clothing & Equipment**

- 6.3 The Rower acknowledges that team clothing and equipment supplied to the Rower by Rowing Ireland is owned by and remains the property of Rowing Ireland and is not the personal property of the Rower. Unless otherwise agreed by Rowing Ireland, the Rower shall forthwith return to Rowing Ireland all equipment upon the termination of this Agreement or earlier at Rowing Ireland's request.
- 6.4 The Rower agrees to wear the designated team clothing and use designated team equipment as required whilst carrying out rowing-related activities (including any activity required of the Rower under this Agreement) at regattas and other events connected in any way with the Rowing Ireland Squad or Team. This includes (but is not limited to) all press calls and television interviews, or when selected to represent the Rowing Ireland Team or when asked to carry out duties in relation to the HPP.
- 6.5 The Rower agrees to wear such items of clothing and carry such goods branded by the Commercial Partners as Rowing Ireland may reasonably require in connection with the promotion of the Commercial Partners.

- 6.6 Save as provided for below in relation to the Rower's personal sponsors, the Rower agrees not to damage, alter or amend the team clothing or equipment and not to conceal or interfere with any supplier/sponsor logo or advertising material that has been applied to it.
- 6.7 The Rower agrees not to display tattoos that may cause offence or conflict with the Commercial Partners whilst carrying out rowing-related activities (including any activity required of the Rower under this Agreement) at regattas and other events connected in any way with the Rowing Ireland Squad or Team.
- 6.8 With the prior written approval of Rowing Ireland Performance Director (such approval not to be unreasonably withheld or delayed), the Rower may be entitled to affix the name and/or logo of any personal sponsors to certain items of the Rower's squad/team clothing in line with the FISA Advertising Rules. This will not normally be allowed on clothing worn in a race or on the podium and may not conflict with any agreement made with an official Rowing Ireland sponsor, supplier or Commercial Partner.
- 6.9 The Rower agrees to provide his own single scull and blades, for training, trialling, and where appropriate, racing purposes. The Rower also agrees to provide other items of equipment which may include a training bike, heart-rate monitor and stroke coach. The insurance of these items is the Rower's responsibility and Rowing Ireland shall have no obligation in the case of damage or loss to personal equipment howsoever caused unless explicitly stated in writing.

### **Branding, Use of Image & Media Work**

- 6.10 The Rower agrees to engage in a maximum of Six (6) full days of Appearances in any year of the Membership Period, to include up to 3 days in support of the Sports Councils Funded Programmes if requested. Attendance at an Appearance shall be calculated in half day units of not more than four hours each. The Rower shall make these attendances where reasonably requested to do so by Rowing Ireland or the Sports Councils, save that the Rower shall not be obliged to adhere to any such requests if to do so would clearly conflict with or otherwise impair the performance of his other obligations under this Agreement, in particular as to training and competition.
- 6.11 Rowing Ireland shall pay or promptly reimburse (subject to the Rower providing satisfactory receipts or invoices) the Rower's reasonable travel and other expenses incurred in fulfilling the obligations at Clause 6.10 unless the location is one of his normal places of training or competition.
- 6.12 Where attendance at an Appearance reasonably requires travel by the Rower, any time directly spent by the Rower in travelling to or from the Appearance shall be included in determining the Rower's total attendance at the Appearance for the purpose of Clause 6.10.



- 6.13 Subject to Clauses 6.14 and 6.15, the Rower agrees to allow Rowing Ireland, the Sports Councils and the Commercial Partners to use the Rower's name, image, likeness, voice, performance and appearance in events or activities (including photographs, film and recordings of the Rower's training, performance and appearance) (together the "**Rower's Image**"). No use is permitted under this Clause 6.13 whatsoever by any party if such use would be detrimental to the reputation of the Rower or otherwise derogatory or offensive.
- 6.14 For the purposes of Clause 6.13 (and subject to any other commercial agreements operating within the sport or entered into with the Rower), Rowing Ireland and the Sports Councils will only be entitled to make use of the Rower's Image in connection with the promotion, publicity or explanation of (including of the functions and benefits of) the HPP, the Sports Councils and the Commercial Partners. Rowing Ireland will also be entitled to use the Rower's Image for archive and historical record purposes. Use by Rowing Ireland and the Sports Councils will be permitted both during and after the termination of this Agreement.
- 6.15 For the purposes of Clause 6.13 (and subject to any other commercial agreements operating within the sport or entered into with the Rower), the Commercial Partners will only be entitled to make use of the Rower's Image for reasonable promotional and publicity purposes during the terms of their respective agreements with Rowing Ireland and then only for the purposes of advertising their association with Rowing Ireland and/or HPP (and not specifically the Rower). Such use by any Commercial Partner will not suggest that the Rower endorses a particular product or service of the Commercial Partner or otherwise unless previously agreed by both the Rower and Rowing Ireland. Where a Commercial partner wishes to use the Rower's Image, it will ensure that at least two other Rowers on the HPP (or another sport's HPP, or other top class sportsmen or women) are shown in the same promotion with roughly equal prominence unless the Rower and the High Performance Director jointly waive this in writing. Upon the Rower ceasing to be a member of the HPP the Commercial Partners will cease using the Rower's Image at the end of the term of the agreement in force at the date of termination of the Rower's HPP membership, and shall not be entitled to make use of that Rower's Image under any extended or renewed agreement with Rowing Ireland.
- 6.16 The Rower agrees to obtain the prior written consent from Rowing Ireland High Performance Director before entering into any agreements which would involve the Rower working in any period leading up to, during or after a major competition in any media capacity, whether as a print journalist, on the radio, television or by providing exclusive interviews or diaries or columns.
- 6.17 The Rower agrees not to make any public statement (whether made as part of a formal interview or not) which is derogatory to Rowing Ireland, the HPP, any Commercial Partner or any of the bodies working to promote high performance sport in Ireland, nor to make any public statement which constitutes a 'personal attack' upon another sporting competitor. Fair comment upon a fellow competitor made without the use of offensive language where the substance of the comment is known (or can be shown)

to be true will not constitute a 'personal attack' for the purpose of this Agreement.

- 6.18 The Rower agrees not to wear, display, incorporate or promote any logo, device or promotional wording of a third party which conflicts or competes with any products or services of a Commercial Partner nor make use of any sponsored goods supplied by any third party which conflicts or competes with the products or services of a Commercial Partner without the prior written approval of Rowing Ireland High Performance Director (such approval not to be unreasonably withheld or delayed).
- 6.19 The Rower agrees for the duration of the Membership Period not to enter into any agreement with any third party to endorse, promote or advertise the products of a third party without the prior written approval of Rowing Ireland High Performance Director (such approval not to be unreasonably withheld or delayed).
- 6.20 Before engaging in any activity in support of a personal commercial partner the Rower will, if reasonably requested to do so by Rowing Ireland, attend any Rowing Ireland Team press interview and, for a reasonable period before, during and after competing for the Rowing Ireland Team, carry out any Rowing Ireland Team duties.
- 6.21 The Rower agrees to give prior notification to Rowing Ireland High Performance Director before engaging in or undertaking any media or press activity designed (or having the effect of) promoting a personal sponsor of the Rower.
- 6.22 In connection with any media interview, the Rower hereby agrees to use his reasonable endeavours to bring the Commercial Partners to the attention of the interviewer. With communication by social media the Rower agrees to follow the policy (Clause 5.2.c) before, during and after international events.
- 6.23 The Rower acknowledges that all copyright and any other rights in any Commercial Partner's logo together with any goodwill attaching thereto shall belong to and remain the property of the relevant Commercial Partner and that the Rower shall not acquire any Intellectual Property in any Commercial Partner's logo.
- 6.24 The Rower agrees to comply with the Rowing Ireland Social Media Policy for Athletes (Schedule 3).

### **Fitness, Injury & Illness**

- 6.25 The Rower hereby undertakes to use his best endeavours to attain and maintain such levels of fitness and health as are appropriate to his membership of HPP.
- 6.26 The Rower understands that in the high performance sport environment a fully integrated support system involves a range of support staff working together (e.g. doctors, physiotherapists, sports scientists, coaches). This is required not only to provide quality health and injury management support to the Rower, but also to make assessments about the Rower's fitness to perform optimally in training and competition. For these purposes the Rower consents to relevant details from

consultations and treatments carried out by the HPP Medical Officer and designated Rowing Ireland physicians (including the results of any test carried out in relation to Clause 6.27) being released to the Performance Director and specified Rowing Ireland support staff whose names have been agreed with the Rower. The Rower understands that refusal to give consent for the release of such details will not affect his access to medical care or treatment but accepts that it may be considered in relation to selection for the HPP or representative teams.

- 6.27 The Rower further understands that he may withdraw consent for the release of medical information at any time by notifying the physician carrying out the consultation and understands that only the notice of its withdrawal will be released to those specified.
- 6.28 Upon joining the HPP, and at other times as requested by the Performance Director, the Rower shall attend interviews and/or sports science and medical tests, examinations and assessments.
- 6.29 The Rower agrees to notify Rowing Ireland High Performance Director immediately, accompanied by a written explanation and bona fide medical evidence, as soon as the Rower suspects or realizes that he is likely to or will be absent from any part of the selection process due to injury or illness, unless this already has been provided to the High Performance Director in writing and copied to the Rower by Rowing Ireland Squad or Institute Doctor. However the High Performance Director and Lead Coach are not obliged to delay the selection process or give special consideration to any Rower as a consequence of such an injury or illness.
- 6.30 Furthermore, the Rower understands and accepts that rowing and other training activities carry a risk of physical injury and the Rower agrees to take all reasonable care to avoid causing harm to himself and others and agrees not to undertake any hazardous or dangerous activities without the prior consent of Rowing Ireland High Performance Director.

### **Anti-Doping**

- 6.31 Rowing Ireland is committed to drug-free sport and through FISA has agreed to comply with the provisions of the World Anti-Doping Code. Additionally Rowing Ireland recognizes Sport Ireland as the National Anti-Doping Organization (as that term is defined in the World Anti-Doping Code) and has entered into agreements with Sport Ireland on the actions to be taken in respect of HPP (and other funded) Rowers who are suspected or convicted of a doping offence. It is the individual responsibility of each Rower to ensure he is familiar with, and to comply with, all the applicable provisions of Rowing Ireland with regard to Doping, FISA and Sport Ireland's Anti-Doping Policies and Rules and the World Anti-Doping Code (together the "**Irish Anti-Doping Rules**") which term shall in this Clause include Rowing Ireland's own anti-doping rules and procedures); links to relevant websites are available on the Sport Ireland website.

- 6.32 The Rower must recognize and hereby agrees that all the rights and benefits provided to him under this Agreement, including funding from the Sports Councils under the carding scheme (or equivalent), are conditional on the Rower being and remaining drug-free. Therefore if at any time the Rower is found to have committed a Doping Offence for which a period of ineligibility is imposed Rowing Ireland and the appropriate Sports Council will have the right to repayment of sums paid to, or expended on, the Rower by either Rowing Ireland or any of the Sports Councils in accordance with the other provisions of this Anti-Doping section (sub clauses 6.30-6.36).
- 6.33 Rowing Ireland and the Sports Councils are available to provide help, assistance and guidance on any aspect of the Anti-Doping Rules. Information is available on the Sport Ireland website, currently [www.sportireland.ie](http://www.sportireland.ie)
- 6.34 The Rower must ensure that:
- (a) Any medication or substance taken in any form does not contain any substance prohibited for use by the Anti-Doping Rules. Any Rower on medication should ensure to complete a TUE form downloaded from Sport Ireland website. The original form must be submitted to HPD and must be completed, signed by a doctor and a copy returned also to Sport Ireland Anti-Doping Unit for their record prior to international events;
  - (b) The Rower neither possesses, supplies, nor uses illegal or prohibited drugs or techniques;
  - (c) Rowing Ireland High Performance Director is fully informed of any and all drug-related offences in which he may be involved;
  - (d) The Rower is available for testing in accordance with the Anti-Doping Rules;
  - (e) Rowing Ireland and Sport Ireland are aware of his whereabouts at all times for the purposes of out of competition testing in accordance with the Anti-Doping Rules;
  - (f) any therapeutic use exemptions are fully documented prior to use as laid out in the Anti-Doping Rules; and
  - (g) The Rower supports drug-free and ethical practices and, as reasonably required by Rowing Ireland, he participates in educational programmes in relation to doping control and related matters, including attendance at any briefing on anti-doping practice required by Rowing Ireland.

The provisions of this Clause 6.33 are in addition to and are not intended to limit the scope of the obligations set out in the Anti-Doping Rules, nor to set out in any comprehensive way the scope of the Anti-Doping Rules.

- 6.35 Where it is determined that the Rower has a case to answer for breach of the Anti-Doping Rules or of the applicable anti-doping rules of another Anti-Doping Organization Rowing Ireland shall immediately notify the Sport Ireland and any other interested Sports Council and will forthwith suspend any direct funding and all other support to the Rower (including any of the benefits conferred on the Rower under this Agreement) pending final determination of the case. In this circumstance the Sports Councils will also suspend all funding and support.
- 6.36 If it is finally determined that the Rower has not committed an offence or if it is determined that an offence has been committed but no Period of Ineligibility (as that term is defined in the World Anti-Doping Code) has been imposed then any suspended payments shall be remitted to the Rower as soon as possible (without payment of interest or other compensation for delayed payment) and Rowing Ireland shall reinstate access for the Rower to the benefits of membership of the HPP as set out in this Agreement.
- 6.37 If, however, it is determined that the Rower has committed an offence and a Period of Ineligibility is imposed for that offence, then the suspended payments shall be retained by Rowing Ireland and applicable Sports Council (as appropriate) and access for the Rower to the HPP services (or any other Rower supports services) shall not be reinstated unless and until authorized by the applicable Sports Councils. In addition the applicable Sports Councils shall be entitled to repayment from the Rower, on demand, of all or part only (as the Sports Council shall in its discretion determine) of any funding provided to the Rower by the Sports Councils, either directly or via the governing body. This will include repayment of cash sums paid to the Rower and an additional sum representing the Sports Council's estimate of the expense to them and Rowing Ireland of providing Rower support services to the Rower during any period when the Rower has been provided with them.

### **Absences, Holidays and Non-HPP Commitments**

- 6.38 The Rower shall seek Rowing Ireland High Performance Director's prior consent before any period when the Rower is (or is likely to be) absent and unable to take part in Squad Training sessions, Camps or Competitions within the programme set through the Annual Squad Strategy and/or by the Lead Coach.

## **7. FINANCIAL**

- 7.1 The Rower accepts sole responsibility for managing his financial and tax affairs, including the payment of any tax which might arise on the funding made available to the Rower as part of the HPP and/or the provision by the Sports Councils of the carding scheme, and any sponsorship income received. A tax clearance certificate must be produced by all carded athletes to demonstrate tax compliance by the 1<sup>st</sup> June annually.
- 7.2 The Rower acknowledges that neither Rowing Ireland nor the Sports Councils have made any deduction from any amounts awarded to the Rower in respect of

income tax or prsi/national insurance contributions. The Rower may be liable to pay tax and prsi/national insurance.

- 7.3 The Rower hereby agrees to pay to Rowing Ireland an amount equal to the amount of any payments which Rowing Ireland may be obliged to make in respect of tax or prsi arising out of the payment of grants, or the provision of services and other benefits, to the Rower. This Clause 7.3 will not apply where the obligation to make a payment arises as a result of some fault of Rowing Ireland, including a misinterpretation of the applicable taxation rules.
- 7.4 The Rower acknowledges that “funding is not prize money for previous results; it is an investment in the following season’s results. It is a privilege and comes with a responsibility and a set of conditions. This set of conditions must be decided upon and agreed to by all parties before a carding application is submitted by Rowing Ireland including a current Tax Clearance Certificate, current EU Health Insurance (Blue card), current Private Health Insurance & a current Pre-Competition Health screening.”

Athletes wishing to be nominated for funding must agree to a set of guidelines about training and competing for the coming season. They will be expected to train full time in the NRC. If carded athletes who are unable to train full time at the NRC for reasons agreed by Rowing Ireland they must train in a regional environment agreed upon by all parties. Athletes not training at the NRC are expected to submit weekly training data to the High Performance Director. A competition and training schedule must be discussed and agreed by both parties. Funding can be reallocated to another rower or to other crew member in the Irish Team in accordance with the Sport Ireland Carding Guidelines.

#### Use of funding

Athletes will be expected to use funding appropriately. It is designed to allow an athlete to live a high performance lifestyle and can be spent on the following;

- Accommodation
- Nutrition
- Transport
- Kit
- Equipment specific to your sport
- Sports massage & performance services
- Fees and levies for your sport
- Private Health Insurance

#### Quarterly Review

The HPD will submit quarterly reviews in which athlete progression and compliance to the programme criteria will be examined. The relevant Sports Council, will then determine if carding funding is to be granted for a further three months.

## **8. CONFIDENTIALITY & DATA PROTECTION**

### **Confidentiality**

- 8.1 The Parties will maintain the Confidential Information as confidential at all times (both for the term of this Agreement and after the termination of this Agreement), and will not at any time (directly or indirectly) use for itself, use to the detriment of the other Party or disclose or permit to be disclosed to any person (except its professional advisers) any Confidential Information except:
- (a) as required by law;
  - (b) as is already or becomes public knowledge, otherwise than as a result of a breach, by the Party disclosing or using that Confidential Information, of any provision of this Agreement;
  - (c) as authorized in writing by the other Party; or
  - (d) to the extent reasonably required by this Agreement

### **Return of Records**

- 8.2 When requested by the other Party in writing, each Party will as soon as reasonably possible return to that other Party all records previously exchanged (of whatever type) containing any Confidential Information which is then in its possession or under its control.

### **Data Protection**

- 8.3 The Rower acknowledges that all personal information (including "sensitive" personal information relating to race or ethnic origin, physical or mental health, and other matters covered by the data protection legislation) provided by him or gathered whilst a member of the HPP may be stored electronically or otherwise, and processed for the purpose of and in connection with the HPP by employees, agents and contractors of Rowing Ireland in accordance with current data protection legislation and practices.

## **9. INTELLECTUAL PROPERTY**

### **Intellectual Property**

Rowing Ireland warrants and the Rower acknowledges that the Intellectual Property of Rowing Ireland and all rights in, attaching to or relating to the HPP, its other programmes, events, initiatives and marketing and promotional materials is owned by Rowing Ireland and that, during the Membership Period and thereafter, the Rower will not make use of such Intellectual Property except where permitted or required to do so in accordance with his

obligations under this Agreement. The Rower agrees that he will not use the Trade Marks of Rowing Ireland or the Commercial Partners in conjunction with any personal commercial arrangements of the Rower without the prior written approval of Rowing Ireland High Performance Director (which shall not be unreasonably withheld or delayed in respect of the Trade Marks of Rowing Ireland, but in respect of the Trade Marks of Commercial Partners shall only be given if Rowing Ireland obtains the consent of the relevant Commercial Partner).

## **10. MANAGING DIFFERENCES**

- 10.1 Any complaints, differences or disputes which may arise between the Parties concerning or arising out of or in relation to this Agreement, the application of any of the ancillary policies and procedures referred to in Clause 5.1 (g) or the Rower's membership of the carding scheme (in each case, a "**Dispute**") shall be dealt with under the procedures set out in Rowing Ireland's Appeals Procedure for International Selection.
- 10.2 The Parties acknowledge the importance of dealing with Disputes openly, honestly and fairly as soon as they arise and each of the Parties agrees to notify the other of the full details of any Dispute at the earliest possible opportunity.
- 10.3 Rowing Ireland agrees to appoint an appropriate person, whether or not employed by Rowing Ireland, to take initial responsibility for the conduct of the Dispute. In doing so, Rowing Ireland acknowledges the importance of involving someone who is sufficiently removed from the issues in dispute to take a fair and objective view.

## **11. TERMINATION & SUSPENSION**

### **Termination and Suspension**

- 11.1 Continued membership of the HPP and the Rower's funding thereunder will normally be dependent upon:
- (a) continued funding of the HPP by the Sports Councils' Funds;
  - (b) satisfactory performance by the Rower in training, tests, trials and international competition;
  - (c) the Rower following the training and competition programme set by his Lead Coach and the general requirements of Rowing Ireland and the HPP established by Rowing Ireland High Performance Director. This includes a requirement on the Rower if he is in receipt of a grant to train at designated squad locations under the direction of the Lead, or other appointed Coach and to be available for camps, tests, trials and competitions. If a Rower is unable to fulfill this commitment for a period of time he may approach the High Performance Director well in advance and request an exemption. The High Performance Director will consider such a request and will take short-term



difficulties experienced by the Rower into account, but he is not obliged to agree to the request;

- (d) the Rower signing the Rowing Ireland HPP Athlete Agreement annually when invited to do so by the High Performance Director. A rowing season begins on the date set for the start of official training for the Senior and/or U23 National Squads (normally in September). The signing of the Registration Form will be no later than 31 December following the start of official training for Rowers in receipt of carding and no later than the following 31 March for other Rowers;
- (e) conformance with Performance programmes, reporting requirements, policies and procedures, and the reasonable requests of Rowing Ireland High Performance Director.

11.2 Rowing Ireland will conduct regular reviews, in which it will take into account (inter alia) the above factors, in order to determine whether to continue, suspend or terminate a Rower's membership of the HPP. For the avoidance of doubt, Rowing Ireland has the absolute right to suspend or terminate the Rower's membership of the HPP in light of any such review, subject to Rowing Ireland discussing its intentions with the Rower beforehand and thereafter giving written notice to the Rower. In such cases membership will terminate three months after the date of the termination notice for Senior Rowers and after one month for other rowers. All such decisions will be capable of appeal under Rowing Ireland's appeals policy procedure.

11.3 Rowing Ireland may suspend the Rower's membership of the HPP during any period in which Rowing Ireland is carrying out a disciplinary investigation into any alleged acts or defaults of the Rower which may be in breach of the Rower's obligations under the Agreement and/or the HPP or otherwise considering or investigating any of the matters set out in Clause 11.1. The Rower shall continue to receive funding and the full benefit and rights of membership of the HPP during any period of suspension.

### **Termination for Cause**

11.4 In addition to any other right of termination or remedy conferred on Rowing Ireland under this Agreement or under the applicable Disciplinary Policy, Rowing Ireland may, at its absolute discretion, terminate or suspend this Agreement and the Rower's membership of the HPP at any time and with immediate effect by written notice to the Rower if:

- (a) the Rower, in accepting membership of the HPP, has made a declaration that is untrue;
- (b) it is proved that the Rower has seriously misled Sport Ireland (or any other Sports Council) or Rowing Ireland in applying for any programme award or other award;

- (c) the Rower is found guilty under the rules and procedures of Rowing Ireland relating to doping matters (a copy of which is available on the Website) for which a period of ineligibility has been imposed and/or any other Anti-Doping Rules.

### **Rower's Termination of HPP Membership**

- 11.5 The Rower shall be entitled to terminate his membership of the HPP at any time subject to discussing his intentions with Rowing Ireland High Performance Director beforehand and thereafter giving written notice to him.
- 11.6 This Agreement will cease to apply to any Rower immediately upon termination of his membership of the HPP.

### **Consequences of Termination**

- 11.7 On termination of the Rower's membership of the HPP for any reason:
  - (a) such termination will be without prejudice to either Party's rights and remedies in respect of any breach of this Agreement by the other Party, where the breach occurred before the date of termination;
  - (b) the Rower shall immediately cease to be a member of the HPP;
  - (c) the Rower shall immediately refund to Rowing Ireland (without set-off or deduction) that proportion of the NGB funding programme awards which the Rower is already in receipt of and which is intended by Rowing Ireland to relate to any period of time running after the date of termination; and
  - (d) the Rower will deliver up to Rowing Ireland or make available for collection (as required by Rowing Ireland) all the property or information (including Rowing Ireland Confidential Information) which was provided or made available to the Rower under this agreement (and in the case of Rowing Ireland Confidential Information destroy or delete the same from any computer or other information storage device).

## **12. GENERAL**

- 12.1 Both Rowing Ireland and the Rower agree to comply with the rules, policies and procedures of FISA, varied and amended from time to time.
- 12.2 In the event that any Clause or provision of this Agreement shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as possible.

12.3 This Agreement is governed by the laws of Ireland.

**IN WITNESS WHEREOF** this Agreement has been executed on the day and year above written on the first page of this document.

\_\_\_\_\_

**SIGNED** for and on behalf of **ROWING IRELAND** by:

\_\_\_\_\_

Rowing Ireland Representative

Date

**Rower's Declaration**

By signing below the Rower confirms that:

- 1. I agree to become a member of the HPP;
- 2. I have had the opportunity to take advice on the contents of this Agreement and I have seen and fully understand the policies and procedures as laid down and understand my entitlements and obligations as a member of the HPP and agree to abide by them;
- 3. Save in respect of agreements which have been disclosed to Rowing Ireland and agreed by them prior to the execution of this Agreement (a list of which is attached to this Agreement), I have not entered into any other agreement or contract or have any other restriction that might prevent or materially impede my full participation in the HPP or that could conflict with my membership of the HPP or with any of the provisions of this Agreement;
- 4. Having read and fully understood the provisions of this Agreement, I agree and understand that this is not an employment contract;
- 5. I will use my best endeavours to comply with this Agreement at all times and further understand and agree that any non-compliance on my part may well result in my becoming ineligible for further participation in the HPP;
- 6. My Rowing Ireland Registration Number is;

\_\_\_\_\_

Signed by:

\_\_\_\_\_

Signature (Rower)

\_\_\_\_\_

Date

\_\_\_\_\_

Rower's Name

## SCHEDULE 1

### Definitions

1.1 In this Agreement, unless the context requires otherwise:

**"Appearance"** means, in connection with the obligations of the Rower hereunder, an appearance, promotion, meeting, photo shoot, interview, filming or other event which the Rower attends at the request of Rowing Ireland with the dominant purpose of promoting Rowing Ireland, one or more of the Commercial Partners, the Sports Councils or the sport of rowing;

**'Rowing Ireland Confidential Information'** means any information or data (not already in the public domain other than as a result of a breach of an obligation of confidentiality):

- (i) which directly or indirectly relates to financial information, accounts or marketing plans of Rowing Ireland, including information about Commercial Partners and potential future Commercial Partners and general market opportunities for the sport, which have come to the knowledge of the Rower as a result of his membership of the HPP;
- (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of Rowing Ireland;
- (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of Rowing Ireland and/or the HPP, including any information relating to the construction and use of specialized equipment and the evaluation of the training loads and physical responses of Rowers;
- (iv) relating directly or indirectly to the contents of the HPP, including all documentation relating to the development of Rowing Ireland's Programmes including technical information relating to the same;
- (v) relating directly or indirectly to Rowing Ireland and/or the HPP which is clearly by its nature confidential or which was communicated by Rowing Ireland to the Rower on the express or implied condition that it would remain confidential between them;

**"Rowing Ireland High Performance Director"** means Rowing Ireland High Performance Director / High Performance Director who is responsible for directing Rowing's Performance High Performance Programmes;

**"International Office"** means the department of Rowing Ireland which is responsible for leading and organizing Rowing Ireland's High Performance Programmes;

**"Rowing Ireland High Performance Programme Athlete Agreement"** is the agreement signed annually by the Rower committing himself to trying for International selection in the

current rowing season;

**"Rowing Ireland Selection Policy"** is the policy determined by Rowing Ireland describing the policy for the selection of Rowing Ireland International Teams;

**"Rowing Ireland Strategy Statement"** is the document issued annually and no later than December in each year which describes the detailed application of Rowing Irelands Selection Policy for each International Team for that rowing season;

**"OCI"** means the Olympic Council of Ireland;

**"PCI"** means the Paralympic Council of Ireland;

**"Lead Coach"** means the Lead Coach of the rowing squad for which the Rower is eligible;

**"Commercial Partners"** means those sponsors, licensees, supporters, official suppliers and any other commercial entity providing financial and/or technical support or goods and/or services directly or indirectly to Rowing Ireland from time to time during the Membership Period in consideration of publicity, rights of association or other commercial benefit to them (other than for consideration of payment in full of the retail cash value of the goods or services supplied); an up to date list of the Commercial Partners from time to time will be available on the Website;

**"Confidential Information"** means Rower Confidential Information and/or Rowing Ireland Confidential Information, as applicable;

**"FISA"** means the International Rowing Federation;

**"Olympic Games"** means the Olympic and Paralympic Games held once every four years;

**"Rowing Ireland Team"** means the rowing team which is selected by Rowing Ireland as the national representative rowing team in any international competition; or, in the case of the Games, is nominated by Rowing Ireland and selected to represent Ireland by the OCI and the PCI;

**"Intellectual Property"** means the Trade Marks, other trademarks (including logos and trade dress), domain names, copyright, patents, registered designs, rights in computer software, databases and lists, rights in inventions, Confidential Information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same;

**"Membership Period"** means the period of time during which the Rower is a member of the HPP in accordance with the provisions of this Agreement;

**"Rower Confidential Information"** means all information (not already in the public domain other than as a result of a breach of an obligation of confidentiality) communicated by the Rower pursuant to his membership of the HPP which is clearly by its nature confidential, including (but not limited to) any personal information or data about the Rower, any information or data concerning the Rower's fitness and medical condition (including any reports on the same from any doctor or other physician) and any financial information (other than public information such as programme grants and funding);

**"JSI"** means Just Sport Ireland or similar sports dispute resolution provider;

**"Senior Rowers"** Rowers seeking selection or selected to represent Ireland at Senior World Championship or Olympic Games.

**"Sports Councils"** means Sport Ireland and Sport Northern Ireland;

**"Trademarks"** means registered or unregistered trademarks of Rowing Ireland and those trade marks for which an application for registration is pending (in any registry in the world) which are set out in Schedule 2 to this Agreement or added to that schedule from time to time;

**"HPP"** means the funded High Performance Programme established to promote high-level competitive rowing with the object of winning medals at the Games and other major international championships and competitions;

**"ICS"** means the International Carding Scheme;

**"HPP Policies"** means the policies, procedures and support services of Rowing Ireland (currently in force and as amended from time to time) applicable to the Rower as a member of the HPP, copies of which are published through Rowing Ireland International Office; and

**"Website"** means the official website of Rowing Ireland, being currently [www.iaru.ie](http://www.iaru.ie).

## **Interpretation**

1.2 In this Agreement, unless the context indicates otherwise:

- (a) where a Party agrees not to do something this includes an obligation not to permit or cause that thing to be done indirectly by a third party;
- (b) the masculine gender shall include the female gender and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) references to the "sport" shall mean the sport of rowing in all its various forms and disciplines;
- (e) references to "Rowers" shall include scullers and coxswains;
- (f) where any Clause provides for the Rower's or Rowing Ireland consent or approval to be obtained by the other, neither shall be entitled to unreasonably withhold or unnecessarily delay such consent. In the case of Rowing Ireland, withholding consent would be reasonable where (amongst other things) in the honest and genuine opinion of Rowing Ireland the giving of consent would have a detrimental effect on the performance of the Rower or the functioning of the HPP (including a detrimental effect on the relationship of Rowing Ireland with its Commercial Partners);
- (g) the background to this Agreement as set out in paragraphs (A) to (E) above shall be an operative part of this Agreement.

## **SCHEDULE 2**

### **List of Trade Marks (Registered or Unregistered)**

#### **Rowing Ireland Logos**

##### **Sponsors'**

Sport Ireland

Sport NI

AIB

Waterways Ireland

Coillte

GVA Donal O Buachalla

Techrete

##### **Official Suppliers'**

JL

Filippi

Wintech



## SCHEDULE 3

### **Rowing Ireland Social Media Policy for Athletes**

The growth of online social networking sites has increased the level of focus and responsibility for athletes in every sports code.

Rowing Ireland recognises the importance of social networking by rowers in promoting the sport at all levels. This importance is commensurate with the added responsibility for rowers in protecting the reputation of the sport when communicating to mass users.

While recognizing an individual's right to exercise personal choice, rowers must be conscious of the fact that because of their profile, any views or opinions expressed using social media may attract significant comment and as such they need to be careful not to bring themselves, the sport, their teammates or Rowing Ireland into disrepute.

#### *1 Information for Acceptable Behaviour and the Effective use of Social Media.*

- 1.1 Social network sites are great tools to talk to friends, families and with the supporters directly, but it is important to remember that there is no filter or third party disseminating what you are saying. It is you speaking directly to a wide and varied audience, so your words carry even greater authority.
- 1.2 Rowers should remember they are representing not only themselves but Rowing Ireland and understand that their comments / photos / videos will be seen and circulated not only by 'friends' but also by supporters and media.
- 1.3 Rowers should use common sense and show thoughtfulness and respect for the supporters, especially children, with your comments / photos / videos. Also show respect for team-mates, coaches and management, opposition rowers / clubs, sponsors, administrators and others in the rowing community and the sport in general. Inappropriate language should also not be used.
- 1.4 Rowers need to be aware that their comments, photos, videos will be treated as a public statement. If they would not say it in a media interview or at a public event, they should not tweet it or post it on a website. Media actively search for comment on social media outlets to use as their own content.
- 1.5 Rowers social media channels are the individual's responsibility and so is the content, either be it posted through personal accounts or by a third party administrator.
- 1.6 The publishing of photos of rowing-related activity and environments (meetings, trainings, team rooms, changing rooms, buses, commercial activity etc.) are prohibited without approval and always ask permission before filming /

photographing someone.

- 1.7 A moratorium on all social media activity during regattas is at the sole discretion of the HPD/Lead Coach. This issue will be discussed prior to upcoming regattas.
- 1.8 Monitoring and regulation of the use of social media should in the first instance be exercised by individual rowers. Beyond that, the responsibility lies with team management / coaches and ultimately with Rowing Ireland where there is any serious breach of agreed policy.

## 2 *Commercial Agreements*

- 2.1 Rowers are permitted to undertake their own commercial arrangements, but all commitments to provide content through social media and/or other media outlets should be agreed to with the CEO.
- 2.2 Rowers may have a commercial face book/twitter account in addition to their private accounts. It is important to remember that the commercial rules of Rowing Ireland exist online and that images and/or reference to non-affiliated team sponsors inferring a connection to either team is prohibited.
- 2.3 Before entering into any commercial undertaking in a 'personal capacity', rowers must be conscious of Rowing Ireland's commitments that have been given as part of ongoing sponsorship agreements.

## 3 *General privacy settings*

- 3.1 Twitter and Facebook are the most widely used social media portals with over 1 billion users worldwide. While all content can potentially be seen by this audience, there are ways in which users can protect their identity and who sees their individual accounts.
- 3.2 Twitter: It is possible to limit the people who can tweet and/or who follows individuals. This is the highest and only security option on Twitter. Go to Settings/Account section and select 'Protect my tweets'

Verification: Fake profiles claiming to be individuals are a common occurrence. It is recommended that all rowers apply to Twitter to have their Twitter site marked as verified. This allows you to let followers know that they are following the correct person and not 'someone pretending to be you'. A blue & white tick and the word 'verified' will appear on your account. To apply for verification you should go to [www.twitter.com/help/verified](http://www.twitter.com/help/verified) whilst you are logged in.

- 3.3 Facebook: Profiles and access to pages can be customised through the privacy settings page.

The minimum recommended setting for ‘Things I share’ should be ‘Friends Only’. This means that all information and posts will only be seen by the users approved list of Facebook Friends.

Under ‘Things others Share’ it is recommended that photos and videos should be set at ‘Only me’. The remaining items on the menu, ‘Can comment on posts’, ‘Friends can post on my wall’ and ‘Can see wall posts by my friends’, the minimum recommended setting is ‘Friends Only’.

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Changes</b>
1.0	unknown	M. McElroy	New Version
1.1	May, 2013	M. Espersen	update
1.2	May 2017	H. Adams	6.10 media/commerical 8 to 6 days