

# **ROWING IRELAND**

## HIGH PERFORMANCE PROGRAMME ATHLETE AGREEMENT

**THIS AGREEMENT** shall come into effect on the date of last signature below (the "**Effective Date**").

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],** with an address at **[ADDRESS]** whose Rowing Ireland registration number is **[RI REG NUMBER]** (the **"Rower"**) Rowing Ireland and the Rower may hereinafter be jointly referred to together as the "Parties" and each individually as a "Party".

## BACKGROUND:

(A) Rowing Ireland is the national governing body for the sport of rowing in Ireland.

(B) The Rower wishes to become a member of Rowing Ireland's International High-Performance Programme (the "**HPP**"), and through Rowing Ireland wishes to access financial and other support which may be available through the Sports Councils (Sport Ireland & Sport Northern Ireland), with the objective of winning medals at the Olympics and other major international rowing championships and competitions.

(C) The Parties wish to enter this High-Performance Programme Athlete Agreement (which may hereinafter be referred to as the "**Agreement**") in order to allow the Rower to participate in the HPP and to set out the Parties' respective rights and obligations in relation to this participation.



#### AGREED TERMS

#### **1. DEFINITIONS & INTERPRETATION**

1.1 Capitalized terms used in this Agreement shall have the meanings set out in Schedule 1, unless the context requires otherwise.

#### 2. TERM

2.1 The Rower will be a member of the HPP from the Effective Date until the 31<sup>st</sup> of December in the year of signing (the "**Membership Period**"), unless the Agreement and the Membership Period is terminated earlier by either Party in accordance with clause 11.

#### **3. MEMBERSHIP OF HPP**

3.1 In consideration of Rowing Ireland agreeing to the Rower becoming a member of the HPP for the Membership Period and in consideration of the supports (financial and/or otherwise) that will be provided to the Rower as part of the HPP during the Membership Period, the Rower hereby agrees to abide by the terms of this Agreement and related policies as outlined and referred to below.

3.2 The Rower hereby confirms that they are eligible to participate in the HPP in accordance with the Eligibility Criteria set out a Schedule 2 and agrees to immediately notify Rowing Ireland's High-Performance Director should they at any time during the Membership Period fail to satisfy any one or more of the Eligibility Criteria.

3.3 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.

#### 4. ROWER'S RESPONSIBILITIES

#### **Training and Competing**

4.1 The rower agrees to: -

(a) Attend the tests and trials outlined in the Strategy Document and category annual plan for their squad, and any others notified by the National Coach, Head Coach or High-Performance Director with reasonable notice.



(b) Follow the training and competition programme established by the HPD and their Head Coach, (follow the training and competition programme established by the HPD and their Head Coach, and Consult with their Head Coach and HPD before entering and participating in any rowing events not set out in the annual plan)

(c) Attend any squad training session or test as required by the HPD and their Head Coach or National Coach.

(d) Attain 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.

## Standards of Conduct, Behavior and Attitude

4.2 The Rower recognizes that, as an elite competitor within the HPP, their behaviour will reflect on Rowing Ireland and the sport of rowing. The Rower therefore agrees to conduct themselves in a fit and proper manner at all times during the Membership Period, which does not bring Rowing Ireland, the sport, the Commercial Partners, or the Rower into disrepute and which shows appropriate respect for other rowers and athletes when training, competing, or residing in a multi-sport environment. Further, the Rower agrees at all times during the Membership Period to:

(a) 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.

(b) Make a positive commitment to supporting and achieving the aims and objectives of the HPP and as and when reasonably requested by Rowing Ireland, to use all due skill and ability in promoting the Commercial Partners and not to engage in any public activities that are detrimental, derogatory, or offensive to the Commercial Partners.

(c) Do nothing which could undermine their 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 HPP membership in accordance with the terms of this Agreement:

(d) Refrain from the excessive consumption of alcohol at all times.



(e) 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

(f) Keep the Rowing Ireland Office informed of any changes to personal circumstances such as any change of permanent residential address.

(g) Accept, abide, and comply with all the sport's policies and procedures currently adopted in relation to membership of Rowing Ireland and the HPP, including this Agreement, and specifically, but not limited to the following policies:

- Code of Conduct Schedule 3
- Fitness, Injury & Illness Policy Schedule 4
- Anti-Doping Schedule 5
- Clothing & Equipment Policy Schedule 6
- Branding, Use of Image & Media Work Policy Schedule 7
- Social Media Schedule 8

Along with all reasonable advice, standards, rules and regulations made by or on behalf of the Commercial Partners to coordinate the promotion of the Commercial Partners. 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).

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

4.3 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 Head Coach or National Coach.

4.4. 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), the Rower warrants that he has not entered into any other agreement or contract and does not have any other restriction that might prevent or materially impede them from full participation in the HPP or that could conflict with his membership of the HPP or with any of the provisions of this Agreement.



#### 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 the HPP 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 this package has an estimated value of more than €100,000 per annum in facilities and services given to every rower. 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 selected training camps and competitions. When this cover is in place this will be stated in the High-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 their 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 them to perform their obligations under this Agreement, and to publish written policies and procedures including:

(i) Information on the criteria for Rowing Ireland Selection within the HPP, including Rowing Ireland's Selection Policy;

(ii) Information on the current squad strategy, competition and training requirements, including the Annual International Rowing Strategy Document and the Appeals Process;

- (iii) Information on doping issues, including Irish Sport's Anti-Doping Rules;
- (iv) Information on branding on kit and equipment;
- (v) Information on water safety, including Rowing Ireland's Water Safety Policy;
- (vi) 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 (note Schedule 8);

(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

## 7. FINANCIAL

7.1 The Rower accepts sole responsibility for managing their 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 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 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."

7.5 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 National Rowing Centre (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 members 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 High Performance Director 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

#### Confidently

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; as authorized in writing by the other Party; or
- (c) 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**

9.1 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, training program, individual and team's training and selection perfomances, 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 Communications Officer or Chief Executive Officer (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 herein 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 Complaints Policy.

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 Any complaints, differences or disputes which may arise between the Parties concerning or arising out of or in relation to this agreement in regard to selection (in each case, a "Dispute") shall be dealt with under the procedures set out in the Rowing Irelands Selection Appeals Procedure.

#### **11. TERMINATION & SUSPENSION**

#### **Termination and Suspension**

11.1 Continued membership of the HPP and the Rower's funding thereunder will 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 their Head Coach or National 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 fulfil 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 and complying with the terms of the Agreement during the Membership Period . 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) Adhering to 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 (amongst other things) 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, ancillary policies 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 of Membership 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 World Rowing, 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.

## 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;

"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;

World Rowing"" means the International Rowing Federation

**"Head Coach"** means the Head Coach of the international rowing squad for which the Rower is eligible. E.g. the women's rowing squad/the lightweight rowing squad.



"National Coach" means the coach of a national crew who will work alongside the relevant head coach if appointed in preparing national crews for international competition.

"OFI" means the Olympic Federation of Ireland;

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

"PCI" means the Paralympic Council of Ireland;

"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;

"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

"ICS" means the International Carding Scheme;

"IOC" means the International Olympic Committee

"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;

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

"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 programe grants and funding



**"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 who is responsible for directing Rowing's Performance 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 Ireland's Selection Policy for each International Team for that rowing season;

"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;



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

"Senior Rowers" Rowers seeking selection or selected to represent Ireland at the Senior World Championships or Olympic Games.

"Trademarks" means registered or unregistered trademarks of Rowing Ireland and those trademarks 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;

**"Website"** means the official website of Rowing Ireland, being currently www.rowingireland.ie

#### SCHEDULE 2

#### **1. ELIGIBILITY CRITERIA**

- 1.1 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, , World Rowing and the OFI or PCI, including (but not limited to) the criteria set out at Clauses 1.3(a) to 1.3(e) below. The High Performance Director can advise on eligibility for the Games and other international competitions.
- (a) It is mandatory for every rower to attend the rower onboarding day as scheduled in collaboration with Sport Ireland. This day (s) has been established to support the rower. It will include but is not limited to:
  - Review and agreement of the athlete charter
  - Training on media and press
  - Review of Rowing Ireland gear for 2022/2023
  - Rowing Ireland team overview
  - Oversight of Rowing Ireland sponsors

(b) 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

1.3 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.

1.4 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:



(c) 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;

(d) The Rower shall satisfy 's Eligibility Code as set out Rules of Racing currently in force and as amended from time to time;

(e) 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;

(f) 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

(g) The Rower must be a registered member of Rowing Ireland and must remain so during the Membership Period.

(h) 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

## SCHEDULE 3

#### CODE OF CONDUCT

The following code of conduct should be adhered to by all athletes representing Rowing Ireland. As a responsible athlete representing Rowing Ireland you will:

- Respect the rights, dignity and worth of every athlete, coach, technical official and others involved in the sport and treat everyone equally.
- Uphold the same values of sportsmanship off the field as you do when engaged in rowing.
- Cooperate fully with others involved in the sport such as coaches, technical officials, team
- managers, doctors, physiotherapists, sport scientists and representatives of the governing body in the best interests of yourself and other athletes.
- Consistently promote positive aspects of the sport such as fair play and never condone rule violations or the use of prohibited or age-inappropriate substances
- Anticipate and be responsible for your own needs including being organised, having the appropriate equipment and being on time.
- Adhere to the Rowing Ireland Social media policy



- Inform your coach of any other coaching that you are seeking or receiving.
- Always thank the coaches and officials who enable you to participate in rowing. As a responsible athlete, when participating in or attending any Rowing Ireland activities, including training/coaching sessions and competition events you will:
- Act with dignity and display courtesy and good manners towards others.
- Avoid swearing and abusive language and irresponsible behaviour including behaviour that is dangerous to yourself or others, acts of violence, bullying, harassment and physical and sexual abuse.
- Challenge inappropriate behaviour and language by others.
- Never engage in any inappropriate or illegal behaviour.
- Avoid destructive behaviour and leave rowing venues as you find them.
- Not carry or consume alcohol to excess and/or illegal substances.
- Avoid carrying any items that could be dangerous to yourself or others excluding rowing equipment used in the course of your rowing activity. In addition, athletes, especially young athletes and vulnerable adults, should follow these guidelines on safe participation in rowing:
- Notify a responsible adult if you have to go somewhere (why, where and when you will return)
- Do not respond if someone seeks private information unrelated to rowing, such as personal information, home life information.
- Strictly maintain boundaries between friendship and intimacy with a coach or technical official.
- Never accept lifts in cars or invitations into homes on your own without the prior knowledge and consent of your parent/carer.
- Use safe transport or travel arrangements.
- Report any accidental injury, distress, misunderstanding or misinterpretation to your parents/carers and club Welfare officer as soon as possible.
- Report any suspected misconduct by coaches or other people involved in rowing to the club welfare officer as soon as possible.



 It should also be noted that when travelling abroad to represent Rowing Ireland internationally, the duty of care of the organisation ends when the athlete's designated flight lands back in Ireland. Should an athlete wish to take an alternative flight other than that organised by Rowing Ireland, the athlete should sign the attached form releasing them from the organisation's care.

#### SCHEDULE 4

#### Fitness, Injury & Illness Policy

1.1 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.

1.2 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) 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.

1.3 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.



1.4 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.

1.5 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 Head Coach and National 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.

1.6 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 the Rowing Ireland High Performance Director.

## SCHEDULE 5

## Anti-Doping Policy

1.1 Rowing Ireland is committed to drug-free sport and through World Rowing 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, World Rowing 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.

1.2 The Rower must recognize and hereby agree 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.

1.3 Rowing Ireland and the Sports Councils are available to provide assistance and guidance on any aspect of the Anti-Doping Rules. Information is available on the Sport Ireland website, currently www.sportireland.ie

1.4 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 policy 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. 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.

1.5 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.

1.6 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.

## SCHEDULE 6

#### **Clothing & Equipment Policy**

1.1 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.

1.2 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 anyway 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.

The Rower agrees to wear the designated team equipment for any Rowing Ireland content captured throughout the year. This includes (but is not limited to) any photography, videography or social media content when asked to carry out official duties as part of the HPP.



Should the rower not comply with this reasonable request continually this may be referred to the disciplinary officer for sanction. The team kit and brand are part of the Rowing Ireland brand and identity that portrays a successful organisation leading our sport.

1.3 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.

1.4 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.

1.5 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.

1.6 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 World Rowing 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.

1.7 The Rower agrees to provide his own single scull and blades, for training, trialing, 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.

## SCHEDULE 7

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

Commercial revenue is vital to the success and development of Rowing Ireland. For this reason, commercial relationships between Rowing Ireland and its partners/ sponsors need to be maintained and to be kept in line with commercial agreements. As a result, athletes and Rowing Ireland have a shared responsibility to maintain and support the commercial obligations of Rowing Ireland.



Rowing Ireland will always support and encourage our High Performance Athletes in their individual commercial partnerships as long as those relationships do not create a conflict of interest with one of the current partners/ sponsors of Rowing Ireland. High Performance Athletes will always respect and endorse Rowing Ireland partners/sponsors in a professional manner. Rowing Ireland in turn will ensure that commercial requests by High Performance Athletes are addressed in a fair and timely manner.

High Performance Athletes are required to confirm with the Commercial Executive that any individual commercial relationship that they wish to enter into will not result in a conflict of interest – before a final agreement is reached by that individual High Performance Athlete. The Commercial Executive will respond promptly and discretely to all such requests from High Performance Athletes.

A conflict of interest would arise if the products or services connected with an individual athlete are in the same category of products or services as those of Rowing Ireland's Commercial Partners\*. For example, a commercial relationship with a dealership associated with a particular car brand could be deemed to create a conflict of interest with the car brand currently associated with Rowing Ireland.

Company Name	Area of Business
Sport Ireland	Irish Sporting Authority
Kinetica Sports	Sports Nutrition
Whoop	Digital Fitness
Powerhouse Sport	High Performance Rowing Sportswear
MG	Car brand
Filippi (tbc)	Boat manufacturer

#### The current Rowing Ireland partners/ sponsors include:

\*A High Performance Athlete may seek consent to form a commercial relationship that may create a conflict of interest by making a formal request to the Commercial Executive. This will be reviewed and answered within five working days. The Commercial Executive will provide a brief reason with their response. If negative, a High Performance Athlete may appeal that response by submitting an appeal to the Chair of the Commercial Committee and the Chair of Rowing Ireland within five working days of the response from the Commercial Executive. The Chair of the Commercial Committee and Chair of Rowing Ireland will consider the request within five working days and will provide reasons for their decision.

When the partners/ sponsors of Rowing Ireland change, all High Performance Athletes will be advised via the Commercial Executive.



Where a Rowing Ireland athlete wishes to enter into their own sponsorship agreement, they do so as an individual rather than as a representative of Rowing Ireland or as a Rowing Ireland athlete / member of the national or Olympic team.

With regards to individual sponsorship agreements, the Rowing Ireland name, branding, logos, equipment, Rowing Ireland activities including trials or racing and the National Rowing Centre itself cannot be used for any promotional or marketing purposes. Use of those individual sponsor(s) name(s), branding or logos are not permitted in conjunction with any Rowing Ireland activities including trials or racing.

Athletes should be judicious at regattas as they may have a duty to their clubs. Any endorsement should be done solely in the club colours.

1.1 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.

1.2 The Rower agrees to engage in a maximum of three (3) full day appearances in any year of the Membership Period to appear in primary, secondary or third level institutions 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, 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.

1.3 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 1.1 and 1.2 of this policy unless the location is one of his normal places of training or competition.

1.4 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 1.1 and 1.2 of this policy.

1.5 Subject to Clauses 1.6 and 1.7, 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 whatsoever by any party if such use would be detrimental to the reputation of the Rower or otherwise derogatory or offensive. 1.6 For the purposes of Clause 1.5 (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 Agreement.

1.7 For the purposes of Clause 1.5 (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.

1.8 The Rower agrees to obtain the prior written consent from Rowing Ireland's Communications Officer or Chief Executive Officer 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.

1.9 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.



1.10 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's Communications Officer or Chief Executive Officer(such approval not to be unreasonably withheld or delayed).

1.11 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's Communications Officer or Chief Executive Officer (such approval not to be unreasonably withheld or delayed).

1.12 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.

1.13 The Rower agrees to give prior notification to Rowing Ireland's Communications Officer or Chief Executive Officer before engaging in or undertaking any media or press activity designed (or having the effect of) promoting a personal sponsor of the Rower.

1.14 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.

1.15 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.

1.16 The Rower agrees to comply with the Rowing Ireland Social Media Policy for Athletes (Schedule 8).

1.17 The Rower agrees that they will attend a photography session for official team headshots before the first competition of the international season. The Rower will wear the official team equipment unless requested otherwise by Rowing Ireland's Communications Officer or Chief Executive Officer.



#### **SCHEDULE 8**

#### **Social Media Policy for Athletes**

The term social media is used in relation to social networking sites that allow users to create personal profiles, share photos and videos, and communicate with others. Used correctly, social media enriches the value and perception of Rowing Ireland in the rowing community. Social Media is an important area that Rowing Ireland fully embraces. Most Rowing Ireland social media activity takes place on digital platforms like Twitter and Facebook on a daily basis, and YouTube, Instagram LinkedIn, and Snap Chat on an occasional basis.

Rowing Ireland will only have one account with FB, Twitter etc. The logo and Rowing Ireland brand will only be used on the official Rowing Ireland Facebook/Twitter etc pages. Authorisation to use the Rowing Ireland logo on any multi-media medium must be given by the CEO.

This Social Media Policy Document provides an outline for Rowing Ireland staff, Team members, Branches, sub-committees or groups within Rowing Ireland to develop an active, positive, responsible and prominent presence online, thus contributing to the growing online Rowing community. This policy does not cover other communication channels such as the Rowing Ireland website and the member newsletters. Rowing Ireland recognises key challenges with the use of social media amongst the rowing community:

- When members share opinions online they may reflect positively or negatively on our organisation.
- Individuals or organisations outside of Rowing Ireland may use digital and social media to challenge our actions, rules and regulations and if necessary Rowing Ireland will defend its position in such circumstances. This defence should come in consultation with the Rowing Ireland Operations Officer(s) and CEO.
- Rowing topics are widely discussed throughout all social media platforms. It is important that we can use these same, or similar, platforms to promote and outline official Rowing Ireland policies approved by the Rowing Ireland Board.



**Rowing Ireland Staff members, athletes and Board members** Rowing Ireland staff, athletes and Board members must be conscious of their online activity, as there can be a blurred line between personal and professional online profiles. At all times Rowing Ireland staff members and athletes must be aware that their posts can be deemed to reflect the opinion and views of Rowing Ireland.

#### Staff Members / Athletes using Personal Social Media Accounts:

- Staff/Athletes should aim to avoid posting activities during their core working hours, unless they are in relation to Rowing Ireland activities.
- Staff and athletes should avoid commenting on work related issues via social media, as their opinions can be interpreted as the views of Rowing Ireland.
- Staff and athletes should be conscious of any personal content or activities that could be seen to be damaging to the reputation of Rowing Ireland.
- Staff and athletes may be privy to confidential information that is not intended for the general public. They should be careful to not disclose information to others or online if it is not already available in the public.
- Data Protection Rules, Laws of Defamation and Libel Laws should be considered at all times. Recent court awards have confirmed that the Irish Libel Law extends to Social Media and what is posted online may render the individual liable to pay compensation if a case is lost.
- At all times online posts should be respectful of all individuals, races, religions and cultures. Disrespectful posts and comments on personal social media outlets not only reflect badly on the individual, but also reflects negatively on Rowing Ireland.
- Staff members and athletes should at all times respect brand, trademark, and copyrighted information and imagery of Rowing Ireland.

#### Social Media:

- When Rowing Ireland members contact Rowing Ireland through social media platforms such as Facebook and Twitter their queries should be addressed publicly if they are deemed serious; the response should be carefully worded, directing the query offline via direct messaging or to an email address. Discourage the public posting of personal information such as contact details.
- If a staff member or athlete becomes aware of posts on social media that include false allegations, a link to the correct information can be provided, or it can be raised with the Communications Officer(s) or CEO
- If a staff member suspects that a Rowing Ireland social media channel has been hacked, notify the Communications Officer(s) or CEO immediately.



- If staff members are representing Rowing Ireland in an official capacity, it is important that the posts convey the same positive, volunteer-led spirit that the organisation uses in all of its communications.
- Internet postings must respect copyright, privacy, fair use, financial disclosure, and other applicable laws.
- At all times online posts should be respectful of all individuals, races, religions and cultures. How the Social Media Page is managed online reflects directly on the organisation.
- Data Protection Rules, Laws of Defamation and Libel Laws should be considered at all times. Recent court awards have confirmed that the Irish Libel Law extends to Social Media and what is posted online may render the individual liable to pay compensation if a case is lost.
- When posting from a Rowing Ireland social media account the first person should not be used. Use "we" rather than "I" at all times as your post is reflecting the view of the organisation.
- Where possible use the relevant hashtag and tag the relevant people. Ensure that you are not over-tagging people or individuals as it is important to not become irritating. #Greenblades should be used on official tweets to promote the team and the sport. Another theme which should be used is #onecrewonevision #weareallrowingireland
- Twitter is an ideal platform for interacting in conversation with other organisations, thus increasing engagement, presence and relevance.
- Facebook is an ideal platform for less items but more information as this is where people are more likely to read the content of the shared items.
- Instagram and Snapchat are the best platforms for engaging with a younger audience. Rowing Ireland Team Members (Rowers and Officials): Having an active presence on social media is an everyday reality for most athletes, and sportspeople, and indeed it presents great opportunity; the chance to tell your own story, in your own words, but common sense and sound judgement must always be to the forefront when telling that story.
- Team Members and Board members must obey the Code of Conduct, and adhere to the Social Media Policy.
- While representing Rowing Ireland be conscious that there is a division between personal comment and official duty. When in doubt of whether a post is personal or official don't post. When in doubt, leave it out.
- Rowers should not announce selection or non-selection until this information has been officially released by Rowing Ireland
- Rowers should be conscious of a general confidentiality clause, and be careful to not disclose information to others or online if it is not already available in the public.
- Data Protection Rules, Laws of Defamation and Libel Laws should be considered at all times. Recent court awards have confirmed that the Irish Libel Law extends to



Social Media and what is posted online may render the individual liable to pay compensation if a case is lost.

 For the duration of events team members should not post information pertaining directly to team activities, team plans, or post contentious photos of other team members.

#### Team Members should not post on-line any negative comments about:

- Fellow squad members
- Competitors
- Event organisers
- Support staff
- Team Members should not use bad language in postings and should note that journalists may quote anything controversial that is posted and use it as a news story.
- Team Members should be appreciative of those who support them e.g., family, coaches, support staff.

#### Social Media:

Team Members should always remember that a positive spin can be put on every story, so even if Rowers are disappointed with their result, they should think of at least one plus to be gained and focus on that.

If in any doubt, Team Members should check with their Team Manager before posting online, or responding to a post. If a conversation turns nasty, report it immediately and block the offender.

At all times Team Members should respect brand, trademark, and copyrighted information and imagery of Rowing Ireland.

Team Members should never post embarrassing pictures or pictures of others without their permission.

Team Members should never post photos of themselves or others in official clothing, or with sponsor's product, in compromising or derogatory contexts. Team Rowers should



never be photographed in official clothing when behaving in an unprofessional or unsporting manner.

**Branches/Committees or groups within Rowing Ireland** Rowing Ireland has a full complement and range of social media platforms. These platforms should be used in all cases to promote the Rowing Ireland brand and sport. Administrators and editors of these applications can only be given following authorisation from the CEO and in agreement of the above mentioned policy. Compliance with the above policy will ensure that Rowing Ireland is represented positively online and that the organisation makes best practice use of social media to engage a wider audience and build the entire rowing community.

#### Version Date Author Changes

- 1.0 Unknown M. McElroy New Version
- 1.1 May, 2013 M. Espersen update
- 1.2 May 2017 H. Adams 6.10 media/commercial 8 to 6 days
- 1.3 Dec 2017 H. Adams Page 1. Formatting Rowers Declaration

10.1/10.3 Managing differences reference to complaints & International selection policies.

10.4 Rules of Rowing reference

1.4 November 2018 D. Burke Restructured/Refined format – scheduling policies to make the agreement more accessible for athletes without diluting Rowing Ireland protections.

1.5 February 2021 M Carpenter changes to sponsorship reporting to CEO/Communications officer as opposed to HPD.

1.6 May 2023 Board changes to Sched