



JudoScotland

JudoScotland National Squad Programme

Athlete Agreement

2020

Introduction

1. This agreement is made in January 2020 between JudoScotland (“JS”) and the JS supported player (the “Athlete”), who by their acceptance of an offer of selection on to a National Squad Programme (NSP) agrees to comply with the terms and conditions outlined in this agreement. The duration of this agreement will be 12 months and ends on the 31st December 2020.
2. Any person considering becoming a JS supported ‘Athlete’ should read these conditions carefully so as to understand them and if necessary, seek independent advice. A person should not agree to be an ‘Athlete’ unless they agree to fully comply with these conditions.
3. Both parties agree to comply with the rules, policies and procedures of the International Judo Federation (IJF) and or International Blind Sports Association (IBSA) as adopted, varied and amended from time to time.

Eligibility

4. To be eligible for membership of the NSP the athlete must:
 - a. be eligible to compete for Great Britain at the Olympic or Paralympic Games, and satisfy the eligibility requirements of the International Olympic Committee (IOC), the International Paralympic Committee (IPC), the British Olympic Association (BOA), the British Paralympic Association (BPA) as applicable;
 - b. be eligible to compete for Scotland at the Commonwealth Games and to satisfy eligibility requirements of the Commonwealth Games Federation (CGF) and Commonwealth Games Scotland (CGS);
 - c. be a current member of JudoScotland (JS);
 - d. 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.

Data Protection

5. The athlete acknowledges that all personal information (including “sensitive” personal information such as that relating to their race or ethnic origin, physical or mental health, religious beliefs, and other matters covered by the data protection legislation) provided by them or gathered whilst a member of the NSP may be stored electronically or otherwise, and processed in accordance with current general data protection regulation, guidelines and practices.
6. The athlete agrees to their personal data being provided by the NSP to:
 - a. sportscotland for the purposes of assisting the sport in administering the NSP (which may include where expressly agreed by the Athlete “sensitive” personal information);
 - b. the institutes of sport for Scotland, England, Wales, and Northern Ireland (*where applicable*) for the purposes of providing sport science and sports medicine services;
 - c. UKAD for the purposes of implementing and ensuring compliance with the Anti-Doping Rules; and;
 - d. the Police, NHS, Department of Work & Pensions, Local Authority or the Gambling Commission (Sports Betting Integrity Unit) where required and lawful.
 - e. National and/or international event organisers for the purpose of entry into competitions and training camps.
7. As a member of JudoScotland the Athlete should familiarise themselves with the JudoScotland Privacy Notice for Members which is provided alongside this agreement.

Responsibilities & Obligations – Conduct & Performance

8. JS and the ‘Athlete’ will work together, in a spirit of mutual trust and openness, to further the Athlete’s development and personal performance in order to support the Athlete to win medals at international level.
9. JS will manage and operate the NSP to the highest standards achievable within the available resources. It will offer to the ‘Athlete’ a package of support, that **may** include (though not exclusively):

- a. an annual training and competition planning and review process;
 - b. coaching support;
 - c. access to subsidised physiotherapy support;
 - d. subsidised travel, subsistence and accommodation support at designated camps and competitive events;
 - e. administrative support to enable the Athlete's participation at identified events.
10. Some NSP athletes may be nominated for a sportsScotland institute of sport support package. This nomination would require the athlete to commit to an agreed training programme at the NTC, or agreed training centre, and would require completion of SIS paperwork in addition to this agreement.
11. The 'Athlete' shall participate in and comply with their annual performance plan determined by the JS National High Performance Coach and his or her deputy and JS National coaching staff.
12. The 'athlete' **must not**:-
- a. be involved in, nor persist with, any conduct or activity that he/she knows, or ought reasonably to have known, may bring the 'Athlete', JS or the sport of Judo into disrepute;
 - b. be involved in any conduct or activity that he/she knows, or ought reasonably to have known, may harm the JS relationship or contractual obligation with any Official Supplier or any other JS Sponsor;
 - c. participate in, support or promote any form of betting related to a competition (whether one in which you the athlete are directly participating in, or is taking place in the sport of judo), including betting with another person on the result, progress, outcome, conduct or any other aspect of such competition;
 - d. fix or plan in any way or otherwise improperly influence, or being a party to fix or plot in any way or improperly influence, the result, progress, outcome, conduct or any other aspect of a Competition;
 - e. make any adverse or unjustifiable public statement (whether made as part of a formal interview or not) on any media (including, without limitation, on social media sites, twitter, blogs and forums etc.) which is insulting of JS and/or its staff (directly employed or contracted), the sport of Judo, JS commercial partner(s) or any of the bodies working to promote high performance sport in the UK, nor to make any public statement which constitutes a "personal attack" upon another sporting competitor. Fair comment made without the use of offensive language is permitted where the substance of the comment is known (or can be shown) to be true and will not constitute a "personal attack" for the purpose of this Agreement;
13. The 'Athlete' should attend agreed training sessions unless there is a satisfactory reason for not doing so. If an 'Athlete' is unable to make an agreed session they should contact the National High Performance Coach OR the person running the session by telephone, text or email prior to the meeting/session or failing that at the earliest opportunity.

Responsibilities & Obligations – Anti-Doping

14. The Athlete's right to receive benefits under this Agreement is also dependent on the following:
- a. Compliance with the Anti-Doping Rules at all times (including before this Agreement was entered into). This is the athlete's personal responsibility, which cannot be delegated to anyone else;
 - b. Not to be involved in any criminal offence involving prohibited substances;
 - c. If the Athlete is notified by the BJA, UK Sport or UK Anti-Doping (UKAD) that in their opinion a coach or support personnel you are associated with has a poor anti-doping record, you must cease your professional involvement with that person within 28 days of receipt of that notice.
15. The Athlete must immediately advise JS if you are charged with a breach of the Anti-Doping Rules or with a criminal offence involving drugs. JS may at that point withhold any benefits or support (including, without limitation, any NTP support services) until there has been a final decision

of your case (including any appeals). If it is finally decided that you the Athlete have not committed an anti-doping rule violation or criminal offence, any withheld benefits shall be returned to you as soon as possible (but you are not entitled to any interest or other compensation in respect of this delayed payment) and the benefits and support in this Agreement shall be reinstated without delay.

16. The Athlete also has an obligation to inform the BJA and UKAD of any information they have relating to any doping practices being engaged by other athletes or support personnel (i.e. coaches, trainers, managers, medical staff and team staff) and you must cooperate fully with the BJA's own or any UKAD investigation into doping in the sport.

Responsibilities & Obligations – Image & Publicity

17. The 'Athlete' recognises that, as an elite competitor, his/her behaviour will reflect upon JS and the sport of Judo. Accordingly, he/she agrees to conduct himself/herself in a proper manner at all times whilst participating in the programme and will project a favourable and positive image which aligns with the moral code of judo.
18. The 'Athlete' acknowledges the right of JS to use such team and individual photographs and the right of the Official Supplier and the sponsors to use such team (but not individual) photographs for the promotion of events in which the 'Athlete' is participating or in connection with the JS Team training programme.
19. In particular, each 'Athlete' shall:
 - a. wear the Official Supplier products throughout the continuance of this Agreement at training, national and international Judo events on request as a JS Team Member, and;
 - b. agree, if requested by JS or any other JS Sponsor to be available, free of charge (but subject to the right to recoup incurred expenses in accordance with JS policies and guidelines), for up to a total of three (3) separate days for promotional appearances during this Agreement;
20. JS hereby acknowledges and agrees that there shall be no use of the 'Athlete's' image under this Agreement if such use would be detrimental to the reputation of the athlete or otherwise derogatory or offensive.

Responsibilities & Obligations – Fitness & Medical

21. The 'Athlete' is required to follow the guidance of the NSP programme coaches to obtain and maintain the highest level of health and physical preparedness required for consistent training, rehabilitation and competition.
22. The 'Athlete' must disclose as soon as reasonably possible to JS staff any illness and/or injury that may affect their performance or participation in the activities of the programme.

Responsibilities & Obligations – Financial

23. In any case of extension of credit, this would be approved in advance by the National High Performance Coach and CEO.
24. The Athlete is expected to manage this extension of credit from JS by:
 - a. Paying for all programme expenditure in advance or;
 - b. Making regular (monthly) payments to offset expenditure incurred by JS on behalf of the Athlete, as a member of the programme, or;
 - c. To settle all programme-related invoices issued by JS within the timescales stipulated on the invoice.
25. In all instances, any credit extended will be managed in line with the JS financial procedures manual, including credit control and repayment (debt recovery).
26. Should JudoScotland require to write a final letter of demand to an individual athlete, JS reserve the right to suspend that athlete's membership and participation in the JS Performance Pathway programme.
27. In all instances, on the departure by the Athlete from the programme, the Athlete agrees and is bound to settle all remaining debts to JS within thirty (30) days.

Responsibilities & Obligations – “Give-Back Scheme”

28. As an athlete on a JudoScotland programme of support you agree to “Give-Back” a minimum of 1 day per year to a JudoScotland event (JS Grand Prix, JS mini-mons, JS Age Bands) as a referee, official or event volunteer.
29. In order to meet the responsibility outlined in point 31 there may be a training or up-skilling requirement. Where this is the case JS will endeavour to organise and pay for such training.

Retention, Termination and Suspension of Programme Membership

30. Continued membership of the NSP will normally be dependent upon:
 - a. continued funding of the NSP by JS and sportscotland (the national agency for sport);
 - b. satisfactory performance by the Athlete against annual performance and development goals;
 - c. the ‘Athlete’s’ compliance with the JS regulations and Athlete Code of Conduct which form part of this Agreement.
 - d. The ‘Athletes’ continued compliance with expected training attendance at the JS NTC.
31. JS may, in its discretion and exercised in good faith, terminate or suspend the ‘athlete’s’ membership of the NSP programme if:
 - a. The Athlete no longer meets the eligibility;
 - b. the ‘Athlete’ breaches the Athlete Code of Conduct and athlete obligations contained within this Agreement;
 - c. the ‘Athlete’s’ performance fails to meet the annual performance and development goals, or contravenes the competition, training or rehabilitation plans, reporting requirements, policies, procedures and or non-conformance with JS and/or BJA programmes;
 - d. the ‘Athlete’ is found guilty of a doping offence under the WADA / UK Anti-Doping Rules for which a period of ineligibility has been imposed, and
 - e. the JS investment (or part of it) from sportscotland is suspended or terminated.
32. In all circumstances the Athlete has the right to appeal against the decision or sanction.
33. The ‘Athlete’ is entitled to terminate his/her membership of the NSP at any time by providing written notice to the National High Performance Coach.

This agreement is made on _____ 2020 between JudoScotland and the named JudoScotland National Squad Programme supported player (the ‘Athlete’) who by their acceptance of an offer of selection agrees to become a member of the JudoScotland National Squad Programme.

Athlete Name: (‘Athlete’): _____

I confirm that I have read and understand the:

- terms and conditions contained within this document;
- the JudoScotland Code of Conduct (Appendix 1);
- the current UK Anti-Doping protocols and;
- agree to my obligations to the sport of Judo and JudoScotland contained within this Agreement.

Signed: _____

Athlete/Player

Date: _____

For and on behalf of JudoScotland's National Squad Programme:

Signed: _____

National High Performance Coach

Date: _____

APPENDIX 1: JUDOScotLAND ATHLETE CODE OF CONDUCT

We all have a responsibility to promote high standards of behaviour in our sport. As a Performance or Performance Potential Athlete you are an ambassador for the sport of Judo and for your country, as well as being a role model for younger athletes.

This code of conduct applies to all athletes who are members of the National Squad Programme and who are required to:

Preparation

1. Follow your annual training and competition plans as agreed with Programme coaching staff;
2. Be aware of and comply with the UK Anti-Doping Code and supply (where required) accurate information to the Anti-Doping Administration & Management System (ADAMS). Information on UKAD can be found at www.ukad.org.uk
3. Ensure you are fully equipped to train, perform and compete by meeting weight control requirements in a safe and controlled manner;
4. Follow administrative processes involved with the booking or coordination of NSP events.

Performance

5. Commit to attaining sporting excellence and to the fulfilment of your personal goals;
6. Train and compete to the highest standards at all times;
7. Prepare for, attend and be punctual for, all scheduled sessions and meetings;
8. Work proactively and constructively with Performance staff to optimise your preparation and performance through positive engagement in the planning, delivery and review of training and competition.

Conduct

9. Align behaviour to the values of the judo moral code (Courtesy, Courage, Friendship, Honesty, Honour, Modesty, Respect, Self-Control)
10. Avoid any adverse or unjustifiable comment (in any form of media) that may affect the reputation or integrity of JudoScotland, sportscotland, or the sport of Judo;
11. Respect other people's cultures, beliefs and traditions;
12. Reject, oppose and report abusive behaviour and all forms of discrimination;
13. Not engage in the consumption of alcohol while representing JudoScotland unless specifically given permission to do so by a member of the coaching staff;
14. Comply with the reasonable instructions of the designated JudoScotland Team Leader during camps and competitions;
15. Comply with the incidental and ad-hoc rules and regulations (i.e. curfews, accommodation rules, alcohol policy, meeting times) laid out by the performance staff during a JudoScotland event.

APPENDIX 2: DEFINITIONS

ADAMS:	Anti-Doping Administration & Management System
BJA:	British Judo Association
BOA:	British Olympic Association
BPA:	British Paralympic Association
CGF:	Commonwealth Games Federation
CGS:	Commonwealth Games Scotland
IJF:	International Judo Federation
IOC:	International Olympic Committee
IPC:	International Paralympic Committee
JS:	JudoScotland
NSP:	National Squad Programme
UKAD:	United Kingdom Anti-Doping