

2017 – 2018

Version 2017

(1) JAMAICA BOBSLEIGH AND SKELETON FEDERATION

(2) NAME OF ATHLETE:

ATHLETE AGREEMENT

THIS AGREEMENT is made on the

BETWEEN:

- . (1) **Jamaica Bobsleigh and Skeleton Federation (JBSF), 10 Altamont Crescent, Kingston 5, Jamaica, West Indies;** and
- . (2) (the "**Athlete**").

INTRODUCTION:

- . (A) The JBSF is the delegated national governing body within Jamaica for the sport of Bobsleigh and Skeleton and is recognised as such by the Jamaica Olympic Association and all other bodies involved in the administration of sport. The organisation of national and international competitions and trials and the selection of national teams require the establishment of national federations with certain exclusive powers. The JBSF is such a federation.
- . (B) Athletes on the Jamaica Bobsleigh and Skeleton Team (JBST) wish to be active competitors in the sport and to access financial and other support which is available through the JBSF with the objective of winning medals at the Olympic Games and other major international championships and competitions.
- . (C) The JBSF and the Athlete wish to enter into this Agreement in order to clarify their respective responsibilities and obligations.
- . (D) This Agreement should be seen as a "Statement of Shared Responsibilities" or "Code of Conduct" which is designed to enable each athlete on the JBST to make the most of his or her sporting career and for the JBSF to continue to develop the athletes.

IT IS AGREED as follows:

1. **INTERPRETATION** Words and expressions used in this Agreement shall have the meanings set out in Schedule 1.

2. **STATEMENT OF GENERAL PRINCIPLES**

- . 2.1 The Parties recognise that the ultimate goal of everyone involved in the JBSF is to win medals for Jamaica at the Games and other designated international competitions.
- . 2.2 The Parties acknowledge that this Agreement is not a contract of employment and the Athlete's Agreement to become an athlete of the JBSF and his or her participation in JBST activities will not create an employment relationship between the Athlete and the JBSF.
- . 2.3 The Athlete acknowledges that the obligations and duties in relation to his or her Performance Plan; Clothing and Equipment; Fitness, Injury and Illness; World Class



Conduct; and Anti-Doping which he or she is accepting under this Agreement are conducive to his or her own professional development as a JBST athlete, and to assist and enable him or her to win medals at the Games and other designated international competitions.

- . 2.4 The Athlete and the JBSF acknowledge that all the obligations and duties which the JBSF and Athlete are accepting under this Agreement are conducive to the effective management of the JBST athlete development programmes.
- . 2.5 The Athlete is not eligible to be an athlete of the JBST or receive a financial award until he or she has signed and dated an Athlete Agreement.

3. ELIGIBILITY

- . 3.1 To be eligible as an Athlete of the JBST, the Athlete must be eligible to compete for Jamaica at the Games and must therefore satisfy the eligibility requirements of the IOC, the JOA, and the IBSF, including (but not limited to) the criteria set out in Clause 3.2 below. Advice on eligibility requirements can be found in the JBSF Athlete Handbook and is available from the Performance Director.
- . 3.2 The Athlete shall immediately notify the JBSF should he or she at any time fail to satisfy any one or more of the criteria set out below:
 - . (a) the Athlete shall satisfy the terms and conditions of eligibility and selection of the JOA to represent Jamaica at the Games;
 - . (b) the Athlete shall satisfy the IBSF eligibility code with respect to their ability to represent Jamaica;
 - . (c) the Athlete must be competing for Jamaica and must remain so during the current season.
 - . (d) the Athlete must not be serving a ban from competition as a result of being found guilty of a doping offence; and
 - . (e) the athlete must meet any other criteria determined by the JBSF from time to time.

4. **TERM** The Season shall be deemed to have commenced on 1 October 20xx and is intended to remain in force until 30 September 20xx, but may be terminated in accordance with the provisions of Clause 10.

5. JBSF'S RESPONSIBILITIES

5.1 Subject to the availability of funds in amounts sufficient to enable the delivery of the services referred to in this clause, the JBSF agrees:

- . (a) to manage and operate the sports of Bobsleigh and Skeleton to the best standards

achievable within the available funding with a view to implementing the standards internationally recognized as best practice as these apply from time to time;

- . (b) to consult closely with the Athlete as part of his or her induction to the JBST (and, for Athletes already established on the JBST, at periodic intervals thereafter) to develop an integrated performance plan incorporating individual training, competition and personal development needs of the Athlete which is progressive and identifies and agrees the Athlete's personal performance, development goals and support service requirements ("***the Performance Plan***");
- . (c) to work together with the Athlete to plan, monitor and review his or her Performance Plan on an ongoing basis to ensure that personal targets are set and the Athlete continues to progress towards them. The Athlete's performance level will be reviewed on a regular basis, being a minimum of at least once every 6 months;
- . (d) to notify the Athlete of the JBSF's requirements and standards of training and performance as may be amended from time to time;
- . (e) to provide a package of support and benefits to the Athletes during their respective Seasons as set out below. Listed at (i) to (x) below are those general benefits currently available to Athletes. The services are designed to support the athlete in delivering the personal performance and development goals agreed in the

Athlete's Performance Plan referred to at Clause 5.1(b) above, therefore, the level or amount by which each Athlete is entitled to enjoy any of the benefits is determined on a case by case basis:

- . (i) Training, Competition & Personal Development Planning & Review;
- . (ii) Coaching Support;
- . (iii) Team Clothing & Equipment;
- . (iv) Sports Science Support;
- . (v) Medical Services;
- . (vi) Lifestyle Management and Personal Development Support (Performance Lifestyle);
- . (vii) Travel & Accommodation expenses at designated camps & events;
- . (viii) JADCO Information & Advice;
- . (ix) JOA Information and advice Passport Scheme;
- . (x) Athlete Stipend and Performance Award funding

The JBSF is entitled, in its absolute discretion, to amend the above list of benefits so that some or all of them may not be available to the Athlete

- . 5.2 The JBSF will refer athletes at the Development and Elite stages for inclusion in the Jamaican Athletes Insurance Plan.
- . 5.3 Subject to any limitations on the JBSF's funding, the JBSF will provide such kit, equipment and performance clothing as it shall reasonably consider is required by the Athlete in order to perform as an elite athlete in the sport. The kit, equipment and performance clothing, etc. will be of a high standard and delivered in good time to allow the Athlete to test and familiarise him or herself with it in advance of competition.
- . 5.4 The JBSF will provide such information and instructions as the Athlete may reasonably require to enable him or her to perform his or her obligations under this Agreement, and to publish written policies and procedures including:
 - . (a) Athlete's Handbook;
 - . (b) JBST Season Plan (Competition and Training Schedule);
 - . (c) National Teams Selection Policy;
 - . (d) Athlete De-Selection;
 - . (e) JBSF Code of Conduct;
 - . (f) JBSF Disciplinary & Appeals Procedure;
 - . (g) Anti-Doping Policy and Procedures;
 - . (h) JBSF Sponsorship and Fundraising;
 - . (i) Performance Assessment; and
 - . (j) IBSF Competition Rules and Regulations.

A current copy of each of the documents referred to at (a) to (j) above shall be available to the JBSF Athletes via the JBSF intranet site or suitable file sharing system.

- . 5.5 The JBSF will ensure that the Performance Director or some other appropriate member of the JBSF staff is available at reasonable times to receive and consider any requests for advice and information, reports, applications or other matters.
- . 5.6 The JBSF will provide the Athlete with updates detailing relevant changes in the organisation of the JBSF.
- . 5.7 Further, the JBSF agrees:

- . (a) to manage its relationship with the Athlete 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 JBSF in a manner that constitutes good governance and best practice. This involves ensuring that the JBSF's sport policies and procedures are regularly reviewed and if necessary enhanced to comply with current best practice;
- . (c) to abide by all the sport policies and procedures adopted by the JBSF;
- . (d) to actively encourage and support consultation with the Athlete in policy and programme development and to ensure timely communication of any revisions with each Athlete;
- . (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 Athlete 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 the JBSF'S reporting obligations to the JOA or IBSF.

6. ATHLETE'S RESPONSIBILITIES

- . 6.1 The Athlete agrees to the terms of this Agreement including the following provisions of this Clause 6.

. Performance Plan

- . 6.2 The Athlete will develop and agree an individual Performance Plan as defined in Clause 5.1 (b) in close consultation with the Performance Director (or such person nominated by him or her). This will include any designated JBSF activities. At the time of making the plan, the Athlete shall inform and agree with the JBSF any non- JBSF commitments, including holiday, which might involve the Athlete being absent from JBSF activities.
- . 6.3 The Athlete agrees to follow his or her Performance Plan as defined in Clause 5.1 (b) to the best of his or her abilities and to seek the prior consent of the Performance Director for any change in the plan or support service arrangements and/or for any other change or decision that may affect his or her full participation in the WCPSF programmes.
- . 6.4 Where the Athlete engages the services of a coach who is not engaged by the JBSF (a "**Personal Coach**"), the Athlete agrees that he or she will ensure that the Personal Coach complies with the obligations undertaken by the Athlete under this Clause 6 and, further, that the Personal Coach uses his or her best endeavours to work with the Performance Director to further the interests of the JBSF as a whole as well as the interests of the Athlete.

- . 6.5 The Athlete understands and agrees that selection for National Teams and international competitions shall be conducted in accordance with the JBSF National Team Selection Policy.
- . 6.6 The Athlete agrees to maintain a training log as required by the JBSF and to submit training reports as reasonably required by the Performance Director.

Clothing & Equipment

- . 6.7 The Athlete agrees to wear the designated team clothing and use designated team equipment as required by the JBSF when performing his or her obligations that arise out of this Agreement.
- . 6.8 The Athlete acknowledges that team clothing and equipment supplied to the Athlete by the JBSF is owned by the JBSF and is not the personal property of the Athlete. Unless otherwise agreed by the JBSF, the Athlete shall return to the JBSF all equipment and clothing, as may be requested, either upon the termination of this Agreement or earlier at the JBSF's discretion.
- . 6.9 Unless permitted to do so under any other provision of this Agreement, the Athlete agrees not to 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. The athlete agrees to take reasonable care of and not to cause any damage to the team clothing and equipment. The Athlete agrees to support, and to obtain the support of any of their Personal Coaches and/or advisers, any technical or innovative equipment or clothing projects which relate to the improvement of the Athlete's performance and are carried out from time to time by the JBSF. Such support shall be in the form of testing and/or using the equipment (including prototypes), which shall be of the highest quality, as reasonably directed by the Performance Director and the provision of feedback and information as requested by the JBSF. Save as otherwise agreed between the JBSF and the Athlete, such testing shall not be undertaken during competitions.

Fitness, Injury & Illness

- . 6.10 The athlete agrees to use his or her best efforts, and to work with the JBSF coaches and the Performance Director, to obtain and maintain the highest possible level of health and physical fitness required for consistent training and competition as an elite international competitor in the sport.
- . 6.11 The Athlete 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 Athlete, but also to make assessments about the Athlete's fitness to perform optimally in training and competition. For these purposes the Athlete consents to relevant details from consultations and

treatments carried out by the JBSF Medical Officer and designated JBSF physicians (including the results of any test carried out in relation to Clause 6.14) being released to the Performance Director and specified JBSF support staff.

- . 6.12 The Athlete further understands that he or she 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. The refusal to give consent for the release of such details will not affect Athletes' access to medical or treatment but it may be considered in relation to selection for JBSF's representative teams.
- . 6.13 Upon joining the JBST, and at other times as reasonably requested by the Performance Director, the Athlete shall attend interviews and/or sports science and medical tests, examinations and assessments.
- . 6.14 The Athlete agrees to immediately notify the Performance Director as soon as the Athlete becomes injured or ill during an event or competition, or at other times if the illness or injury interrupts the Athlete's training for three or more consecutive days.
- . 6.15 The Athlete agrees to immediately notify the Performance Director as soon as the Athlete suspects or realises that he or she is likely to, or will be, absent from any events or competitions (including organised training events) due to injury or illness. Such notification shall (if required by the Performance Director) include a written explanation from the Athlete, together with copies of any medical report(s) dealing with the injury or illness which the Athlete may have obtained. The Athlete may provide consent for the practitioner to forward on behalf of the athlete.
- . 6.16 The Athlete understands and accepts that the sport carries a risk of physical injury and the Athlete agrees to take all reasonable care to avoid causing harm to him or herself and others.

World Class Conduct (Standards of Behaviour & Attitude)

- . 6.17 The Athlete recognises that, as a competitor within the JBST, his or her behaviour will reflect on the JBSF and the sport. Accordingly, the Athlete agrees to conduct him or herself in a proper manner at all times while participating in JBSF activities. Further, the Athlete agrees that for the duration of the Season he or she will:
 - . (a) make a positive commitment to supporting and achieving the aims and objectives of the JBSF;
 - . (b) accept and abide by all the sport policies and procedures currently adopted in relation to membership of the JBST, including this Agreement;
 - . (c) conduct him or herself at all times when training, competing or on duty as a member of the Jamaican Team in a correct and proper manner that does not bring the JBSF, the

sport, Jamaica, any Commercial Partner or the Athlete into disrepute;

- . (d) project a favourable and positive image of the sport and the JBSF programmes by adopting high standards of behaviour and appropriate dress standards when carrying out duties in relation to the JBSF;
- . (e) behave reasonably and in a manner that shows proper respect for other athletes and colleagues in the sport and other athletes in any other sport when training, competing or residing in a multi-sport environment (such as in the Athletes' Village at the Games);
- . (f) refrain from the excessive consumption of alcohol and refrain from the consumption of any alcohol during all major championship and international events, except with the express prior permission of the Performance Director;
- . (g) not commit any act that shocks or offends the community, or which manifests contempt or disregard for public morals and decency;
- . (h) keep the JBSF informed of any change of circumstances that may affect the Athlete's ability to train or compete to the high standards required by this Agreement; and
- . (i) keep the JBSF informed of any changes to the Athlete's personal circumstances, such as any change of permanent residential address and, in respect of periods when the Athlete is outside the country training or competing, any temporary overseas address.

Anti-Doping

- . 6.18 The Athlete hereby acknowledges that his or her right to receive the benefits specified in this Agreement is conditional on the Athlete remaining fully compliant with all applicable anti-doping rules (including the anti-doping rules of the JBSF, of the international federation of which the JBSF is a member, and of the organiser of any event in which the Athlete participates) throughout the term of the Agreement (together, the "**Anti-Doping Rules**"). It is the Athlete's personal responsibility, which he or she cannot delegate to anyone else, to ensure such compliance.
- . 6.19 The Athlete further agrees not to risk bringing him or herself or his or her sport or the JBSF and/or Jamaica or those otherwise supporting him into disrepute by (a) being involved in any criminal offence involving drugs; or (b) accepting any assistance in his/her training or competition or having any other professional involvement with any coach or other support personnel who, in the reasonable opinion of the JBSF, UK Sport or the NADO, has a poor anti-doping record.
- . 6.20 If one of the following happens:
 - . (i) during or after the term of the Agreement, the Athlete is found to have committed (before or during the term of the Agreement) a criminal offence involving drugs, or an anti-doping rule violation under the Anti-Doping Rules; or

- . (ii) the Athlete accepts assistance in his/her training or competition or has some other professional involvement with a coach or other support personnel who, in the reasonable opinion of the JBSF IBSF or JADCO has a poor anti-doping record, and fails to end that assistance or involvement within 28 days of receipt of notice by the JBSF to do so; then the JBSF will have the following rights, which it may exercise, cumulatively or otherwise, as it in its absolute discretion sees fit:
 - . (a) the right to suspend or terminate the Agreement and/or any Athlete Personal Award with immediate effect, so that the Athlete no longer has the right to receive any further benefits or support (including, without limitation, JBST services) under the Agreement/Award;
 - . (b) the right to retain any benefits and other support withheld from the Athlete in accordance with clause 6.22 below;
 - . (c) the right to repayment by the Athlete of all or part of any cash benefits paid to the Athlete, directly or via the JBSF, during the period of non-compliance with the Anti-Doping Rules or breach of clause 6.20;
 - . (d) the right to repayment by the Athlete of the value of any other benefits or services provided to the Athlete during the period of non-compliance with the Anti-Doping Rules or breach of clause 6.20; and
 - . (e) the right to recover damages from the Athlete to compensate for losses flowing from his/her non-compliance/breach that are not compensated by the payments contemplated under sub-clauses (c) and/or (d) above.
- . 6.21 Where determined that the Athlete has a case to answer for breach of the Anti-Doping Rules, he or she shall immediately advise the JBSF as a provider of benefits to him under this Agreement, and the JBSF shall have the right to withhold from that point the provision to the Athlete of any further benefits or support pending final determination of the case (including any appeals). If it is finally determined that the Athlete has not committed the offence /violation charged then any withheld benefits shall be remitted to the Athlete as soon as possible (without payment of interest or other compensation for delayed payment) and the contracted benefits and support shall be reinstated without delay.

Use of Athlete's Image and Promotional Work

- . 6.22 The Athlete agrees to grant a number of rights in relation to the use of his or her Image and carry out promotion services as provided in clauses 6.24 to 6.35 inclusive below.

Use of Image

- . 6.23 Subject to clauses 6.25 – 6.27 inclusive, the Athlete agrees to allow the JBSF, and the Commercial Partners use of the Athlete's Image as long as an Athlete's Agreement is

in effect. No use is permitted under this Clause 6.24 whatsoever by any party if such use would be detrimental to the reputation of the Athlete or otherwise derogatory or offensive.

- . 6.24 For the purposes of 6.24 (and subject to any other commercial agreements operating within the sport or entered into with the Athlete), the JBSF will only be entitled to make use of the Athlete's Image in connection with the promotion, publicity or explanation of (including of the functions and benefits of) the JBSF, and its commercial partners. The JBSF and its commercial partners will also be entitled to use the Athlete's Image for archive and historical record purposes after the termination of this Agreement.
- . 6.25 For the purposes of 6.24 (and subject to any other commercial agreements operating within the sport or entered into with the Athlete), the Commercial Partners will only be entitled to make use of the Athlete's Image for reasonable promotional and publicity purposes during the terms of their respective agreements with the JBSF and then only for the purposes of advertising their association with the JBSF (and not specifically the Athlete). Such use by any Commercial Partner will not suggest that the Athlete endorses a particular product or service of the Commercial Partner or otherwise. Where a Commercial Partner wishes to use the Athlete's Image, it will ensure that at least two other Athletes of the JBSF are shown in the same promotion with roughly equal prominence. Upon the Athlete ceasing to be a part of the JBSF the Commercial Partners will cease using the Athlete's Image at the end of the term of their agreement with the JBSF in force at the date of termination of the Athlete's JBSF relationship, and shall not be entitled to make use of that Athlete's Image under any extended or renewed agreement with the JBSF.
- . 6.26 For the purposes of 6.24 the Athlete 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 contracted by the JBSF, 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 the JBSF. The JBSF will carefully consider requests for permission under this clause and will recognise the legitimate right of the Athlete to engage in commercial activity for his or her own benefit. Amongst other things, the JBSF will need to establish whether a genuine conflict or competition exists and it may be, for instance, that a company in the same product category but operating on a purely local basis does not 'compete' with a Commercial Partner who operates nationally and/or internationally.

Appearances

- . 6.27 The Athlete agrees to engage in a maximum of six (6) full days of unpaid Appearances in any Season.
- . 6.28 The Athlete shall attend appearances where reasonably requested to do so by the JBSF and shall wear branded clothing as requested, except when to do so would

clearly conflict with or otherwise impair the performance of his or her other obligations under this Agreement, in particular as to training, competition and anti- doping commitments set out under Clauses 6.2 – 6.6 and 6.19 – 6.22 inclusive.

- . 6.29 Where attendance at an Appearance reasonably requires travel by the Athlete, any time directly incurred by the Athlete in traveling to or from the Appearance shall be included in determining the Athlete's total attendance at the Appearance for the purpose of Clause 6.29.
- . 6.30 The JBSF shall pay or promptly reimburse (subject to the Athlete providing satisfactory receipts or invoices) the Athlete's reasonable travel and other expenses incurred in fulfilling an Appearance under clause 6.28.

General Media

- . 6.31 The Athlete consents to his or her performance being filmed and recorded by or on behalf of the JBSF whilst the Athlete is training, competing or otherwise carrying out any activity as part of the Jamaican Team. The Athlete expressly agrees that these films and all rights therein will be the property of the JBSF and may be used by the JBSF only for training and coaching purposes and/or purposes consistent with those laid out in respect of the JBSF in clause 6.25 above.
- . 6.32 The Athlete agrees to obtain the prior written consent, such consent not to be unreasonably withheld, of the Performance Director before entering into any agreements which would involve the Athlete working in any media capacity whatsoever in any period leading up to, during, or after a major competition, whether as a print journalist, on the radio or television, or by providing exclusive interviews, diaries or columns.
- . 6.33 The Athlete agrees not to make any unjustifiable public statement (whether made as part of a formal interview or not) which is derogatory of the JBSF, nor to make any public statement which constitutes a "personal attack" upon another sporting competitor. At an event or competition (including any organised JBSF event) the Athlete shall attend any Jamaican Team press interview which is reasonably required before engaging in any activity in support of a personal commercial partner or sponsor. This obligation shall apply for a reasonable period before and after the event or competition.
- . 6.34 The Athlete agrees to give prior notification to the Performance Director before engaging in or undertaking any media or press activity designed to (or having the effect of) promoting a personal sponsor of the Athlete.
- . 6.35 The athlete agrees to abide by the social media guidelines in force which may be updated from time to time.

Financial

- . 6.36 Pursuant to clause 2.2 the Athlete accepts sole responsibility for managing his or her personal financial and tax affairs, including the payment of any tax which might arise on the funding made available to the Athlete.
- . 6.37 The Athlete acknowledges that the JBSF has not made any deduction from any amounts awarded to the Athlete in respect of Income Tax or Statutory Deductions. The Athlete may be liable to pay income tax and Statutory Deductions on such funding in accordance with current tax legislation.
- . 6.38 The Athlete hereby agrees to pay to the JBSF an amount equal to the amount of any payments which the JBSF may be obliged to make in respect of income tax and/or Statutory Deductions arising out of the payment of grants, or the provision of services and other benefits, to the Athlete. This clause 6.38 will not apply where the obligation to make a payment arises as a result of some fault of the JBSF, including a misinterpretation of the applicable taxation rules.

7. CONFIDENTIALITY & DATA PROTECTION

Confidentiality

- . 7.1 The Parties will maintain the Athlete Confidential Information and the JBSF Confidential Information as confidential at all times (both during and after the termination of this Agreement), and neither Party shall at any time (directly or indirectly) use for itself, or use to the detriment of the other Party or disclose or permit to be disclosed to any person any Confidential Information except:
 - . (a) to its professional advisers;
 - . (b) as required by law;
 - . (c) 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;
 - . (d) as authorised in writing by the other Party; or
 - . (e) to the extent reasonably required by this Agreement.

Return of Records

- . 7.2 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

- . 7.3 The Athlete acknowledges that all personal information provided by him or her or gathered whilst an Athlete of the JBSF may be stored electronically or otherwise, and processed for the purposes of, and in connection with, employees, agents, and contractors of the JBSF in accordance with current data protection legislation, guidelines and best practices.
- . 7.4 The Athlete agrees to his or her personal data being provided by the JBSF to:
 - 7.4.1 The Jamaica Olympic Association for the purpose of entering Athletes in the Olympic Games
 - 7.4.2 The International Bobsleigh and Skeleton Federation for the purposes of establishing its athlete database;
 - 7.4.3 the Jamaica Anti-Doping Commission for the purposes of implementing and ensuring compliance with Jamaica's National Anti-Doping Policy;

8. INTELLECTUAL PROPERTY

Background Intellectual Property

- . 8.1 The JBSF warrants and the Athlete acknowledges that the Intellectual Property and all rights in, attaching to, or relating to the JBSF, its other programmes, events, initiatives and marketing and promotional materials, is either owned by the JBSF, or that it is a lawful user and that the Athlete will not make use of such Intellectual Property, except where permitted or required to do so in accordance with his or her obligations under this Agreement. The Athlete agrees that he or she will not use the Trade Marks of the JBSF or the Commercial Partners in conjunction with any personal commercial arrangements of the Athlete without the prior written approval of the JBSF (which shall not be unreasonably withheld or delayed). For the avoidance of doubt, nothing in this clause 8.1 shall confer any ownership of Intellectual Property in the Athlete's Image to the JBSF, the ownership of which shall always remain with the Athlete.

Developed Intellectual Property

- . 8.2 If, at any time during the Season, the Athlete develops any new technology or process with regard to any equipment, training or competition analysis, or other matter, which provides (or may provide) a sport performance benefit and this technology or process is discovered or developed substantially as a result of the performance of his or her obligations under this Agreement and/or relating to the JBSF (the "Developed IP"), the Developed IP shall vest in the JBSF by way of assignment. The Athlete will enter into and execute documents that the JBSF reasonably requires to perfect its title in the Developed IP.

9. MANAGING DIFFERENCES

- . 9.1 Any disputes or grievances which may arise between the Parties in relation to this Agreement, the application of any of the ancillary policies and procedures referred to in Clause 5.4 shall be dealt with under the procedures set out in the JBSF's Grievance and Disciplinary Policy and Procedure.
- . 9.2 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.
- . 9.3 The JBSF agrees to appoint an appropriate person, whether or not employed by the JBSF, to take initial responsibility for the conduct of the dispute. In doing so, the JBSF acknowledges the importance of involving someone who is sufficiently removed from the issues in dispute to take a fair and objective view.

10. TERMINATION & SUSPENSION

- . 10.1 Continued membership of the Athlete in the JBSF will be dependent upon:
 - . (a) the athlete continuing to meet the eligibility criteria set out at clause 3;
 - . (b) Funding availability;
 - . (c) satisfactory performance by the named Athlete; and
 - . (d) conformance with programmes, reporting requirements, policies, procedures and reasonable requests of the JBSF.
- . 10.2 JBSF will conduct regular reviews, in which it will take into account the above (and any other relevant) factors, in order to determine whether to continue, suspend or terminate an Athlete's membership of the JBST. Membership on the JBST may be suspended or terminated as a consequence of the disciplinary process properly conducted under the applicable policy or for performance related reasons. Where suspension or termination relates to the Athlete's performance, the JBSF will ensure (as a minimum) that the Athlete is given early warning of the possibility of removal from the JBST and information on the steps or results reasonably required of the Athlete by the JBSF which would secure the Athlete's continued membership on the JBST. The Athlete will be given sufficient time following notification for the necessary improvement to be made (in the case of a performance related decision) and for the JBSF to have time to reasonably make an assessment.
- . 10.3 In all cases where membership is terminated, membership will terminate three months after the date of the termination notice, and all such decisions will be capable of appeal under the applicable appeals policy of the JBSF.

Termination for Cause

- . 10.5 In addition to any other right of termination or remedy conferred on the JBSF under this Agreement or under the applicable Disciplinary Policy, the JBSF may, at its absolute discretion, terminate or suspend this Agreement and the Athlete's membership of the JBST at any time and with immediate effect by written notice to the Athlete if:
 - . (a) the Athlete no longer meets the eligibility criteria set out at clause 3;
 - . (b) the Athlete, in accepting membership of the JBST, has made a declaration that is untrue;
 - . (c) it is proved that the Athlete has seriously misled the JBSF in applying for any programme award or lottery award;
 - . (d) the Athlete is found guilty of (before or during the term of the Agreement) a criminal offence involving drugs, or an anti-doping rule violation under the Anti-Doping Rules; or
 - . (e) the Athlete has breached clause 6.18 (World Class Conduct (Standards of Behaviour & Attitude)).

Athlete's Termination of JBST Membership

- . 10.6 The Athlete shall be entitled to terminate his or her membership of the JBST at any time subject to discussing his or her intentions with the Performance Director beforehand and thereafter giving written notice to the Performance Director.
- . 10.7 Where terminated by the Athlete, this Agreement will cease to apply to the Athlete immediately upon acceptance of termination of his or her membership of the JBST by the JBSF.

Consequences of Termination

10.8 On termination of the Athlete's membership of the JBST for any reason:

- . (a) the Athlete shall immediately cease to be a member of the JBST; the Athlete shall immediately refund to the JBSF that proportion of any funding/programme awards which the Athlete is already in receipt of and which is intended by the provider to relate to any period of time running after the date of termination; and
- . (b) the Athlete will deliver up to the JBSF or make available for collection (as required by the JBSF) all the property or information which was provided or made available to the Athlete under this agreement (and, in the case of JBSF Confidential Information, destroy or delete the same from any computer or other information storage device).

11. GENERAL

- . 11.1 Both the JBSF and the Athlete agree to comply with the rules, policies and procedures of the IBSF as adopted, varied and amended from time to time.
- . 11.2 This Agreement (including any schedules thereto) constitute the whole and only agreement between the Parties relating to the subject-matter of this Agreement. Subject always to clause 10.3, this Agreement supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements between the Parties of any nature whatsoever, whether or not in writing, relating to the subject-matter of this Agreement, except where such drafts, agreements, undertakings, representations, warranties or arrangements have been incorporated into the Agreement.
- . 11.3 This Agreement is governed by the laws of Jamaica.

12. MINORS (THOSE UNDER 18 YEARS OF AGE)

12.1 If the Athlete is under 18 years of age at the date of entering into this Agreement:

- 12.1.1 the Athlete agrees that (for his or her own protection) this Agreement and his or her selection for, and participation in, the JBST and his or her ability to receive the benefits under this Agreement are conditional on his or her parents or guardian also signing the Agreement;

IN WITNESS WHEREOF this Agreement has been executed the day and year first above-written.

SIGNED for and on behalf of **Jamaica Bobsleigh and Skeleton Federation**

Athlete Declaration

By signing below:

1. I agree to become a member of the JBST;
2. I have had the opportunity to take advice on the contents of this Agreement, understand my entitlements and obligations as a member of the JBST and agree to abide by them;
3. Pursuant to clause 7.4 I agree that the JBSF may disclose my personal contact details;
4. except for agreements which have been disclosed to the JBSF, and agreed by them prior to the signature of this Agreement (a list of which I have 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 on the JBST or that could conflict with my membership of the JBST or with any of the provisions of this Agreement;
5. I consent to my image (as defined under Athlete's Image) being used for the purposes set out under clauses 6.25 – 6.27 above; and
6. I will use my best endeavours to comply with this Agreement at all times and further understand and agree that any non-compliance on becoming ineligible for further participation on the JBST.

_____ Date

_____ Date

Signed by:

Signature (Athlete)

Print Athlete Name

Date

Signature of Witness

Print Witness Name

Date

(or parent/guardian, or person with parental responsibility, if Athlete is under the age of 18)

Relationship to the Athlete: _____

SCHEDULE 1

Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

- . (a) “**Appearance**” means, an appearance, promotion, meeting, photo shoot, interview, filming or other event which the Athlete attends;
- . (b) “**Athlete Confidential Information**” means all information communicated by the Athlete pursuant to his or her membership on the JBST which is clearly by its nature confidential, including (but not limited to) any personal information or data about the Athlete, any information or data concerning the Athlete’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);
- . (c) “**Athlete’s Image**” means the Athlete’s name, nicknames, likeness, image, photograph, signature, autograph, initials, statements, endorsement, facsimile, reputation, story and accomplishments, physical details, voice, film (including computer generated or animated portrayal), and other personal characteristics and identification of the Athlete and any and all intellectual property rights, personal appearances (whether now known or hereafter invented), in each case whether registered or unregistered and including applications for registration.
- . (d) “**JOA**” means the Jamaica Olympic Association;
- . (e) “**JPA**” means the Jamaica Paralympic Association;
- . (f) “**Jamaican Team**” means the team which is selected by the NGB as the national representative team for the sport in any international competition; or, in the case of the Games, is nominated by the NGB and selected to represent Jamaica by the JOA or the JPA;]
- . (g) “**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 the NGB 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 JBSF website;
- . (h) “**Confidential Information**” means Athlete Confidential Information and/or NGB

Confidential Information, as applicable;

- . (i) “**Games**” means the Olympic Winter;
- . (j) “**IBSF**” means the International Bobsleigh and Skeleton Federation;
- . (k) “**Intellectual Property**” means the trade marks, other trade marks (including logos and trade dress), domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, NGB 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;
- . (l) “**Membership Period**” means the period of time during which the Athlete is a member of the JBST in accordance with the provisions of this Agreement;
- . (m) “**JADCO**” means the National Anti-Doping Organisation which is the Jamaica Anti-Doping Commission, responsible for implementing the Jamaica’s National Anti-Doping Rules (a copy of which can be found on the Jamaica Anti-Doping’s website currently located at http://www.jadco.gov.jm/images/Legislation/JADCO_Anti-Doping_Rules_2015.pdf) including carrying out in the Jamaica the functions ascribed to national anti-doping organisations in the World Anti-Doping Code, (a copy of which may be found on the World Anti-Doping Agency’s website, currently located at www.wada.ama.org);
- . (n) “**JBSF 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 the JBSF, 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 Athlete as a result of his or her membership on the JBST;
 - . (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of the JBSF;
 - . (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of the JBSF, including any information relating to the construction and use of specialised equipment and the evaluation of the training loads and physical responses of Athletes;
 - . (iv) relating directly or indirectly to the contents of the Sport Plan of the JBSF, including all documentation relating to the development of support services and

any or all drawings, plans, specifications and technical information relating to the same; or

- (v) relating directly or indirectly to the JBSF which is clearly by its nature confidential or which was communicated by the JBSF to the Athlete on the express or implied condition that it would remain confidential between them;
- (o) “**Parties**” or “**Party**” means the parties or a party to this Agreement, as the context requires;
- (p) “**Performance Director**” means the performance director or equivalent of the JBSF from time to time or his or her appointed representative;
- (q) “**Scheme**” means the appearance and participation in fundraising events and other promotional activity by Athletes in order to raise funds to support the JBSF in preparation athletes with the objective of winning medals at Olympic and Paralympic Games and other related major international championships and competitions;
- (r) “**Scheme Administrators**” means such agencies appointed to run and administer the Scheme from time to time;
- (s) “**Scheme Agreement**” means the deed of agreement entered into between the JBSF and the Athlete in relation to the Athlete’s obligation under the Scheme;
- (t) “**Scheme Partners**” means those parties (and their group companies) who are the sponsors of the Scheme and recipients of the Scheme Rights in whole or in part;
- (u) “**Scheme Rights**” means the rights granted to the JBSF and the Scheme Partners pursuant to the Scheme Agreement in relation to use of the Athlete’s Image and access to Appearances;
- (v) “**Winter Games**” means the Olympic and Paralympic Winter Games held once every four years;
- (w) “**Trade Marks**” means the registered trade marks of the JBSF 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 which are adopted and used by the JBSF after the date hereof;
- (z) “**Website**” means the official website of the JBSF from time to time; and
- (aa) 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 another person;
 - (b) references to the “sport” shall mean the sport of Bobsleigh and/or Skeleton in all its

various forms and disciplines;

- . (c) where any clause provides for the Athlete's or the JBSF's 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 the JBSF, withholding consent would be reasonable where (amongst other things) in the honest and genuine opinion of the JBSF the giving of consent would have a detrimental effect on the performance of the Athlete or on the functioning of the JBSF (including a detrimental effect on the JBST, and Commercial Partners).