



2006 AUSTRALIAN OLYMPIC TEAM MEMBERSHIP AGREEMENT

EXPLANATORY SCRIPT

Hello and welcome. Your National Federation has identified you as a possible member of the 2006 Australian Olympic Team. The Australian Olympic Committee has produced this explanatory script to help you understand the all-important 2006 Australian Olympic Team Membership Agreement. You should have already received a preliminary copy of the Agreement, but if not, contact the AOC straight away. A preliminary copy is also available from the AOC's web site, www.olympics.com.au.

All members of the Olympic Team will be required to sign the Team Membership Agreement prior to being selected.

It is vital that you understand the contents of the Agreement before you sign it. You will receive a considerable number of benefits, and you will also be agreeing to a number of limitations. It is important that you understand all of your obligations and are confident that you will be able to meet each of them.

The 2006 Agreement is similar to previous Olympic Team Membership Agreements. The AOC has attempted to balance the rights of individual team members against the needs and obligations of the AOC.

The Agreement recognises that participants in the Olympic Games must abide by the rules of the International Olympic Committee. These rules are set out in the Olympic Charter and the Agreement contains a summary of these in Schedule 1 to help you understand them.

As a possible Olympic Team member, you will be asked to sign the Agreement, but to be selected by the AOC you will also need to:

1. qualify under your International Federation's Participation and Qualification Criteria,
2. meet your National Federation's Nomination Criteria, and
3. meet the AOC's selection criteria.

Your selection is also subject to you:

- behaving in a manner so that you will not, nor are likely to bring yourself, your sport, the Olympic Team or the AOC into disrepute before selection;
- having satisfactorily completed a medical assessment; and
- not having committed a doping offence under the AOC Anti-Doping By-Law for which a sanction imposed has not been fully satisfied.

If you do not meet these pre-selection requirements, you will not be selected as a member of the Team, even if you have signed the Agreement.

The Team Membership Agreement is a legal document that takes effect once you are selected in the Olympic Team by the AOC. You must understand what it is you are promising to do, because your promise has legal force and there are serious consequences for any breach.

Once a member of the team, you will make promises:

- to act in certain ways and accept certain restraints;
- to meet standards of behaviour as a member of the Team;
- to respect the spirit of fair play and non-violence;
- to at all times maintain your fitness so that you can compete to the best of your ability;
- to behave so that you do not, nor are likely to bring the AOC or the Team into disrepute regardless of whether this is in public or private;
- to live in the Olympic Village for a period of time determined by the Chef de Mission or at another location as directed by the Chef de Mission,
- to wear the Team uniform and follow the reasonable directions of the Chef de Mission;
- and, you will make promises in regards to your relationship with the AOC and its sponsors as well as your own sponsors.

Some of your obligations are dealt with in detail in the AOC's By-Laws. Again, copies of the AOC's By-Laws are available on its web site and you should visit this site to read these documents. If you do not have access to the internet, contact Fiona de Jong, the AOC's General Manager of Sport, and she will provide you with a copy.

Sponsorships

As a Team member, you must cooperate with the AOC and the Team's sponsors. By signing the Agreement you allow the AOC's sponsors and the AOC to use your name and achievements at the Olympic Games as part of the team as a whole, in their marketing activities, including through advertisements that congratulate you on your performances at the Olympic Games. You will be agreeing to the AOC's sponsors using your name and achievements in this way even if the AOC's sponsors compete with your sponsors.

However, the AOC acknowledges you may have already entered into sponsorship agreements under which you have allowed various individual sponsors to use your name and achievements to promote your sponsor's products. The AOC respects your sponsorship arrangements and, except as I have just stated, only requires you to co-operate with the AOC and the AOC's sponsors so long as this does not conflict with your individual sponsors. You must notify the AOC of your sponsors within 14 days of your selection as a member of the 2006 Australian Olympic Team.

It is a condition of the IOC under the Olympic Charter that you cannot allow your person, name, picture or sports performances to be used for advertising purposes during the Olympic

Games except with the permission of the AOC. This restriction applies from the time you receive your accreditation until the end of the Games. The Team Membership Agreement also specifically restricts your ability to be involved in any marketing or promotional activities that relate to gambling agencies or to any scheme that may provide you with rewards in respect of your performances at the Games.

There is a piece of legislation that specifically protect the AOC and the Olympic Movement, which is called the Olympic Insignia Protection Act. This Act:

- prohibits the unauthorised use of Olympic insignia, such as the five ringed Olympic Symbol; and
- prohibits the commercial use of words related to the Olympic Movement such as 'Olympic', 'Olympic Games' and 'Olympiad'

A summary of the prohibitions contained in the Act is described in Schedule 2 of the Agreement. You should read this summary and, if you have any doubts or concerns, seek advice from your manager, agent or solicitor as to how they may effect your individual sponsor agreements.

Team Uniform and Specialised Equipment

By signing the Agreement you will agree to wear only the Team Uniform that is supplied to you by the AOC and to keep the designs and other details confidential until they are released to the public by the AOC. The Agreement contains restrictions in relation to your use of the Team Uniform, such as not being able to sell it or use it for commercial purposes.

The Agreement also contains specific guidelines for any use of specialised equipment that is not provided by the AOC. You should make sure that you are familiar with these provisions and be aware that you must request permission from the AOC to have particular items declared as specialised equipment at least six months before the Games if you intend to use them at the Games.

Media Guidelines

The Olympic Charter says that you cannot act in any media capacity during the Olympic Games, but this does not prevent you giving interviews. However, you must understand that your relationship with the media is subject to directions from the Chef de Mission.

Attached to the Agreement as Schedule 5 is a copy of the Team media guidelines. By these guidelines you promise that in interviews you will only talk of your own performances at the Games and will not talk of other Team members or their performances. You are not a spokesperson for the Team or the AOC and you must limit your interviews and comments accordingly.

You are also not permitted to participate in any form of demonstration or publicity that is of a political, religious or racial nature.

Disciplining Procedure and Breach of Obligations

It is important that you understand that serious penalties may apply to any breach of your obligations under the Agreement, including dismissal from the Team. During the Games your standard of behavior will be assessed in light of values developed by the AOC's Athlete's Commission, which are known by the acronym A.S.P.I.R.E.. These values are:

1. ***Attitude*** – *My positive attitude is essential in overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.*
2. ***Sportsmanship*** – *I recognise that sport is greater than the individual; that cheating reduces the stature of sport and all who love it; that class, race and creed are never factors in the attitude of true sports people and those who respect the virtues and values of sport.*
3. ***Pride*** – *Pride drives me when the temptation is to settle for something less. I am proud to have been chosen to represent our country.*
4. ***Individual responsibility*** – *I alone am responsible for my performance but I will be generous in acknowledging the support of others.*
5. ***Respect*** – *I respect sport, the efforts of my competitors, my team mates and officials. I respect Australia, our Olympic past and the spirit of Olympism.*
6. ***Express*** – *I have an opinion and will express my view with thought and consideration to others. In showing my emotions I do so with individuality and, where possible, good humour.*

Together we aspire to achieve our highest level of performance and conduct, thus providing the finest expression of Olympism.

Obligations of the AOC

Not only does the Agreement contain promises on your part, it also contains promises made by the AOC. One of the most important of these promises is that the AOC will give you certain benefits following your selection as a member of the Team..

Some of the benefits that the AOC will provide include:

- AOC funding of AUD\$1,000 for each athlete and AUD\$250 for each official payable upon the latter of **1 February 2006** or your selection to the Team, and conditional upon you remaining a member of the Team for the duration of the Games.
- A team uniform and equipment;
- Travel, accommodation and ground transport as determined by the AOC; and
- Access to AOC supplied medical, massage and physiotherapy treatment.

All of the benefits that the AOC promises to provide to you as a member of the Australian Olympic Team have been listed in Schedule 3 of the Agreement.

Insurance cover

One of the major benefits the AOC has secured for team members is no-fault insurance. Under this insurance, it is not necessary for you to prove that the particular injury or loss was caused through the negligence of the AOC or anyone else. If you are injured or, even worse die, you or your beneficiaries will receive the considerable benefits listed in the relevant clauses of Schedule 3. Naturally, this insurance cover is subject to the terms of the actual policy and you may either inspect the policy or obtain a copy of it by contacting Fiona de Jong.

Because the AOC has provided you with comprehensive no fault insurance, it has asked you in return that you promise not to sue any individual person who is involved in the Australian Team's participation in the 2006 Olympic Games. This promise is contained in the Agreement and is required to protect these individuals, most of who provide their services free of charge. Without their help, the AOC believes it could not assist sport and potential Team members to the extent it does now and, further, could not support a Team of the anticipated size for Torino.

It is important to understand that this promise not to sue applies to your direct actions as well as the actions of third parties. Because you have sued a third party, they may in turn sue one of the individuals involved in the Team's participation in the Games. In such a circumstance, you must indemnify the individual from any liability as a result of being sued by the third party.

If you breach or threaten to breach your promise not to sue or indemnify, then the Agreement allows the AOC to take court action against you to enforce your promise.

Anti-Doping Requirements

The Agreement also deals with a subject that you are familiar with - doping. As you are a potential member of the Team, you are subject to the AOC Anti-Doping By-Law. You must read this By-Law, if you have not already done so – please do it as soon as possible. It is attached to the Agreement as Schedule 4.

You will know that the AOC's Anti-Doping By-Law forbids the taking of banned substances and the use of prohibited methods. The By-Law also forbids the trafficking of banned substances and forbids you from assisting someone to take a banned substance or use a banned method.

All breaches of the By-Law are called Anti-Doping Rule Violations. If you are found to have committed such a rule violation you will be subject to serious and severe penalties including expulsion from the Olympic Games and the team. In addition, any team member who returns a positive test result for the more serious drugs and receives a two-year suspension will also be required to repay all the money they have received from the AOC as a result of their association or participation in the Games.

To reflect the AOC's commitment to drug-free sport, the AOC requires that you agree to having your bags and possessions searched for banned substances while you are at the Olympic Village and your clothing searched while you are at any Olympic Venue.

You must disclose to the AOC all information about your health and past or present illnesses or injuries. Selection to the team is conditional on a medical assessment in which you must provide your complete medical history including details of all the drugs and substances that you used in the recent past. In addition, by signing the Agreement you will be authorising any medical practitioner, sports scientist or therapists who have treated you in the last 12 months to give the AOC information about your medical history.

Finally on the subject of doping, once selected to the Team, you must not use drugs or medications unless they are prescribed or approved by the Team Medical Director, or his medical staff. Your use of these medications must be supervised by the Team Medical Director and his staff.

Illness and injuries

On the topic of the Team medical staff, if you are ill or injured during the Games, they will consult with the Chef de Mission as to whether you are fit enough to compete. After this consultation and further advice if necessary, the decision of the Chef de Mission on your fitness will be final.

I hope that you now understand why an agreement such as this one is necessary. You should have a better understanding of the types of obligations you will be required to meet as member of the Team and the types of benefits you will also receive.

Remember, when you sign this Agreement it will become a binding legal document. You leave yourself open to serious consequences if you do not meet your obligations. Your membership of the Australian Olympic Team may be terminated, you may be required to leave the Olympic Games and you may be excluded from a competition.

If you still do not understand parts of the Agreement you should seek independent advice.

Best of luck with your training, and I hope to see you at the Games.