

AGREEMENT

BETWEEN

NEW ZEALAND OLYMPIC COMMITTEE INCORPORATED

(“NZOC”)

AND

SWIMMING NEW ZEALAND INCORPORATED

.....

(“NSO”)

**APPLICATION, NOMINATION AND SELECTION PROCESS
FOR THE
RIO 2016 OLYMPIC GAMES**

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THIS AGREEMENT is made this day of 19th December 2014

**BETWEEN NEW ZEALAND OLYMPIC COMMITTEE
INCORPORATED** an incorporated society having its
registered office at Olympic House, Hulme Court, 350
Parnell Road, Parnell, Auckland

(“**NZOC**”)

AND SWIMMING NEW ZEALAND INCORPORATED
.....,
an incorporated society having its registered office at

AUCKLAND, NEW ZEALAND

(“**NSO**”)

BACKGROUND

- A. The NZOC is recognised by the International Olympic Committee (“IOC”) as the National Olympic Committee for New Zealand. The IOC is the supreme authority in all matters concerning the Olympic Games.
- B. The NZOC has the sole and exclusive power to determine its representation at the 2016 Olympic Games to be held in Rio de Janeiro, Brazil from 5 to 21 August 2016 (“the Games”).
- C. The NZOC wishes to promote awareness and clear understanding of the process for nomination of Athletes by the NSO and selection by the NZOC for the NZ Olympic Team to compete in the Games (“the Team”).
- D. The NSO wishes to have a clear understanding of the process for nomination and selection of Athletes for the Team, and has agreed to the terms and conditions of this Agreement for that purpose.
- E. This Agreement sets out the application, nomination and selection process by which eligible Athletes may be considered for nomination by the NSO, and selection by the NZOC, for the Team.
- F. This Agreement also sets out the procedures that must be followed for any appeal against a decision by the NSO regarding an Athlete’s nomination or non-nomination or a decision by the NZOC regarding an Athlete’s selection or non-selection to the Team.

IT IS AGREED

1. DEFINITIONS

1.1 INTERPRETATION

In this Agreement unless the context indicates otherwise:

“Agreement” means this agreement and includes the Schedules.

“Athlete” means a person who competes in the sport of the NSO who wishes to be considered for nomination and selection to the Team.

“Athlete Agreement” means the Athlete Agreement between NZOC and the Athlete that an Athlete applying to be nominated and selected to the Team must fully complete and return to the NSO prior to the Nomination Date.

“Athlete Application” means the Athlete Application form which is attached to this Agreement as Schedule A.

“Application Date” means the date, as specified by the NZOC but to be no later than the Nomination Date, by which the NSO must submit a completed and certified Athlete Application or a completed Support Staff Application with recommendation (whichever is relevant) to the NZOC in accordance with clauses 6.1(a) and 9.6 of this Agreement.

“CAS” means the Court of Arbitration for Sport.

“DFSNZ” means Drug Free Sport NZ, an independent crown entity originally established by the New Zealand Sports Drug Agency Act 1994, and is continued by the Sports Anti-Doping Act 2006.

“Games” means the 2016 Olympic Games to be held in Rio de Janeiro, Brazil between 5 and 21 August 2016.

“IF Qualification System” means the IF Qualification System – Games of the XXXI Olympiad – Rio 2016.

“IOC” means the International Olympic Committee.

“Nomination Appeal” means an appeal against nomination or non-nomination brought in accordance with the provisions of clause 10 of this Agreement.

“Nomination Criteria” means the nomination criteria of the NSO for the Games as outlined in clause 5 of this Agreement.

“Nomination Date” means the date, as specified by the NZOC, by which the NSO must submit particulars of each Athlete to the NZOC for consideration for selection to the Team.

“Notice of Appeal” means the notice filed with the Sports Tribunal in accordance with its rules.

“NZOC’s Anti-Doping Bylaw” means the NZOC anti-doping bylaw which is attached as Schedule E or any replacement bylaw, regulation or policy by the NZOC on anti-doping.

“NZOC Selection Policy” means the NZOC selection policy for the Games which is attached as Schedule F, together with any variation.

“Selection Appeal” means an appeal against selection or non-selection brought in accordance with clause 12.2 of this Agreement.

“Selection Date” means the date on which the NZOC publicly announces which Athletes from the Sport have been selected to the Team.

“Sports Tribunal” means the Sports Tribunal of New Zealand.

“Support Staff” means a person/s appointed by the NZOC in accordance with clause 9 of this Agreement.

“Support Staff Application” means the Support Staff Application form which is attached to this Agreement as Schedule B.

“Support Staff Agreement” means the applicable Support Staff Agreement that a support staff member (e.g. coach, manager) must sign in accordance with clause 9.5(b) of this Agreement.

“Team” means The New Zealand Olympic Team for the Games.

1.2 **Rules for interpretation:** In this Agreement unless the context requires otherwise:

1.2.1 **Headings:** Sections, clauses and other headings are for ease of reference only and will not affect this Agreement’s interpretation.

1.2.2 **Schedules:** The Schedules to this Agreement and the provisions and conditions contained in the Schedules have the same effect as if set out in the body of this Agreement.

2. TERM OF AGREEMENT

- 2.1 **Term:** This Agreement shall commence upon completion of signing by both parties and shall terminate, subject to this Agreement, on 30 September 2016.

3. APPLICATION, NOMINATION AND SELECTION PROCESS

- 3.1 **Application, Nomination and Selection Process:** The process for application, nomination and selection of the Athletes for the Team shall be as follows:

- (a) The adoption of the NZOC Selection Policy by the NZOC pursuant to clause 4;
- (b) The adoption of the Nomination Criteria by the NSO in accordance with clause 5;
- (c) The completion and return to the NSO of an Athlete Application and Athlete Agreement, which shall be certified and submitted to the NZOC by the NSO in accordance with clause 6; and
- (d) The nomination of Athletes to the NZOC in accordance with the Nomination Criteria, by the NSO; and
- (e) The selection of Athletes for the Team by the NZOC in accordance with clause 8.

4. NZOC SELECTION POLICY

- 4.1 **Adoption of NZOC Selection Policy:** The NZOC Selection Policy for the Games was adopted by the Board of the NZOC on 17 October 2013.
- 4.2 **NZOC Selection Policy Binding on NSO:** The NSO acknowledges and agrees that it is bound by the terms of the NZOC Selection Policy.

5. NOMINATION CRITERIA

- 5.1 **NSO to submit proposed Nomination Criteria:** The NSO must submit proposed Nomination Criteria, to the NZOC by such date as is specified by the NZOC.
- 5.2 **Format of Nomination Criteria:** The proposed Nomination Criteria shall be in the form of the Nomination Criteria Template attached as Schedule C (unless otherwise agreed in writing by NZOC) and shall comply with the qualification, eligibility and any other requirements of

the International Federation (“IF”) and the IOC as set out in the relevant IF Qualification System.

- 5.3 **Content of Nomination Criteria:** The proposed Nomination Criteria shall clearly indicate:
- (a) How objective criteria (including specified results, performances, or standards) shall be assessed in determining the nomination of Athletes.
 - (b) How subjective criteria, where specified, shall be assessed in determining the nomination of Athletes.
 - (c) How, where both objective and subjective criteria are specified, the decision whether to nominate an Athlete or not will be made.
- 5.4 **Approval of Nomination Criteria:** Upon receipt, the NZOC shall determine whether the proposed Nomination Criteria complies with clauses 5.2 and 5.3 and is otherwise satisfactory to the NZOC and, if so satisfied, shall notify the NSO of its approval of the Nomination Criteria.
- 5.5 **Revision of Nomination Criteria:** If not satisfied with the proposed Nomination Criteria the NZOC shall notify the NSO of such fact, identify the matters which it considers require amendment, and shall consult with the NSO about its content. The NZOC shall notify the NSO of the date by which any revised proposed Nomination Criteria must be submitted to the NZOC. Upon receipt of any revised proposed Nomination Criteria, the procedure in clause 5.4 shall apply.
- 5.6 **No amendment to Nomination Criteria after approval by NZOC:** No amendment or alteration shall be made to the Nomination Criteria after the NZOC has approved the proposed Nomination Criteria without the written approval of the NZOC.
- 5.7. **Failure to Submit Nomination Criteria:** If the NSO fails to submit proposed Nomination Criteria to the NZOC by the date specified by the NZOC or such other date as is agreed, or if the proposed Nomination Criteria is not, after revision, in a form satisfactory to the NZOC, the NZOC may publish Nomination Criteria determined by it and select Athletes in accordance with such Nomination Criteria and the NZOC Selection Policy. Alternatively the NZOC may decline to select Athletes from the NSO for the Team, or take such other steps as it considers appropriate in the circumstances.
- 5.8 **Publication of Nomination Criteria:** The NZOC and NSO shall each take steps to publish and distribute the approved Nomination Criteria (and any subsequent amendments to it), together with the NZOC Selection Policy, as widely as possible, including their respective websites.

5.9 Inconsistencies

- (a) Where any inconsistency arises between the Nomination Criteria for the NSO and the qualification, eligibility or other requirements of the IF for that NSO as set out in the IF Qualification System, as amended from time to time, the latter shall prevail to the extent of that inconsistency.
- (b) Where any inconsistency arises between the NZOC Selection Policy and the IF Qualification System for the NSO, the latter shall prevail to the extent of such inconsistency.
- (c) Where any inconsistency arises between the Nomination Criteria proposed by the NSO and the NZOC Selection Policy, the latter shall prevail to the extent of such inconsistency.
- (d) The fact that the Nomination Criteria imposes a higher qualification standard or lesser number of participants than stated in the IF Qualification System shall not be regarded as an inconsistency.

6. ATHLETE APPLICATION AND ATHLETE AGREEMENT: ELIGIBILITY FOR NOMINATION AND SELECTION PROCEDURE

6.1 Athlete to complete and submit Athlete Application and Athlete Agreement: Any Athlete applying to be nominated and selected to the Team must:

- (a) Fully complete and return to the NSO, prior to the Application Date, an Athlete Application in the form of Schedule A to this Agreement; and
- (b) Fully complete and return to the NSO, prior to the Nomination Date, an Athlete Agreement.

6.2 Effect of submission of Athlete's Application and Athlete's Agreement: By completing and returning the Athlete Application and the Athlete Agreement, the Athlete warrants that he or she has met, or will by the Nomination Date have met, the obligations and requirements set out in the Athlete Application and the Athlete Agreement.

6.3 Distribution of Athlete Application and Athlete Agreement: Notwithstanding clause 6.7, it is the responsibility of the NSO to make the Athlete Application and Athlete Agreement available to all Athletes it is aware may apply to be considered for nomination and selection to the Team, to publish the Athlete Application and Athlete Agreement on the NSO's website (if applicable), and to provide such documents on request to any Athlete wishing to apply for nomination and selection.

- 6.4 **NSO to certify Athlete Application:** Upon receipt of an Athlete Application, the NSO shall certify that:
- (a) The Athlete is a member of the NSO or a member of one of its affiliated organisations; and
 - (b) To the NSO's knowledge, the Athlete has not breached, or currently under investigation for a breach of, any rules or regulations of the NSO, the IF, the IOC, or the World Anti-Doping Agency; and
 - (c) The Athlete is not currently under disqualification or suspension under the rules of the NSO or the IF.
- 6.5 **Non-Certified Athletes:** If the NSO is unable to provide a certificate in respect of any Athlete in accordance with clause 6.4, it must notify the Athlete of such non-certification. An Athlete, whose Athlete Application has not been certified by the NSO, may apply for nomination and selection on a further occasion (or occasions) by completing a fresh Athlete Application, provided the Athlete does so before the Application Date.
- 6.6 **NSO to submit certified Athlete Applications by Application Date:** The NSO shall submit each certified Athlete Application received prior to the Application Date, to the NZOC by the Application Date. The NZOC reserves the right, in its sole discretion, to accept a certified Athlete Application from an NSO after the Application Date.
- 6.7 **Distribution and Completion of Athlete Agreement:** Upon receipt of each duly completed and certified Athlete Application, the NZOC shall notify each Athlete of the procedure for obtaining a copy of the Athlete Agreement from the NZOC website for completion by the Athlete.
- 6.8 **Amendment of Athlete Agreement:** The NZOC may amend the Athlete Agreement at any time prior to the Nomination Date. If this occurs, the NZOC will notify the NSO of such amendment and require it to notify Athletes whose Athlete Application it has certified of such amendment. After the Nomination Date, the NZOC may amend the Athlete Agreement in respect of an Athlete or Athletes save that no amendment to the Athlete Agreement will be effective until signed by or on behalf of the affected Athlete.
- 6.9 **NSO Not to Cause Breach of Athlete Agreement:** The NSO acknowledges the terms and conditions set out in the Athlete Agreement and undertakes not to do anything, or omit to do anything, which might cause or induce, whether directly or indirectly, the Athlete to breach such Agreement.

7. NOMINATION OF ATHLETES BY NSO

7.1 **NSO to nominate Athletes:** The NSO shall be responsible for nominating Athletes to the NZOC to be considered for selection in the Team.

7.2 **Conditions of Nomination:** The NSO may only nominate an Athlete who:

- (a) has returned a completed Athlete Application to the NSO which Athlete Application has been certified by the NSO under clause 6.4 of this Agreement and submitted to the NZOC by the Application Date (or such later date as agreed by the NZOC pursuant to clause 6.5); and
- (b) has returned a completed Athlete Agreement to the NSO prior to the Nomination Date; and
- (c) has demonstrated to the satisfaction of the NSO that they are not suffering any physical or mental impairment that would prevent them from competing in the Games to the highest possible standard; and
- (d) has acted in such a manner so as not to bring the himself/herself, the NSO (and the sport it governs) or the NZOC into public disrepute; and
- (e) to the NSO's knowledge, has not used or administered any substance which if it had been detected as being present in the Athlete's body tissue or fluids would have constituted doping or used any prohibited method or committed any other doping offence as defined in the NSO's, IF's or NZOC's Anti-Doping Bylaw; (Schedule E attached). This sub-clause (e) shall not apply to any doping offence for which the Athlete has been sanctioned where such sanction has been satisfied in full; and
- (f) from 5 February 2016 provides their name and contact address details to the NZOC for the purpose of out of competition drug testing by DFSNZ; and
- (g) has met the Nomination Criteria; and
- (h) in the case of a team event or discipline, the team has qualified a place under the applicable IF Qualification System and the individual members of the team have met the Nomination Criteria.

7.3 **Number of Nominated Athletes:** Subject to clause 7.8, the NSO may only nominate the number of Athletes permitted under the IF Qualification System for that NSO's participation in the Games (as

advised in advance by the NZOC to the NSO) unless otherwise agreed in writing with the NZOC. This clause does not prevent an NSO nominating less than the number of Athletes permitted under the IF Qualification System.

- 7.4 **No Obligation to Fill Available Number of Nominations:** The NSO is not obliged to nominate Athletes to fill all available places if it does not consider that sufficient Athletes meet the Nomination Criteria.
- 7.5 **Procedure for Nomination:** The NSO shall by the Nomination Date deliver to the NZOC particulars of each Athlete the NSO nominates for consideration by the NZOC for selection in the Team (the “Nominated Athlete”), such particulars to be accompanied by:
- (a) A completed Athlete Agreement (unless already provided to the NZOC);
 - (b) Written confirmation signed by the Chief Executive or nominee of the NSO that each Nominated Athlete has met the Nomination Criteria; and
 - (c) In accordance with the Nomination Criteria, evidence satisfactory to the NZOC of the results, performances and standards achieved by the Nominated Athlete to the NSO in determining the nomination of the Athlete.
- 7.6 **NSO to inform Athletes of nomination or non-nomination:** The NSO must by the Nomination Date advise each Athlete who has returned a completed Athlete Application to the NSO (which has been certified pursuant to clause 6.6) prior to the Application Date (or such later date as agreed by the NZOC pursuant to clause 6.5) of their nomination or non-nomination. The NSO must also advise each non-nominated Athlete of the procedure for a Nomination Appeal in accordance with clause 11.2 of this Agreement.
- 7.7 **NZOC may accept late nomination:** The NZOC may accept a nomination after the Nomination Date where it is made as a result of a Nomination Appeal brought in accordance with the Nomination Appeal procedures set out in this Agreement.
- 7.8 **Reserves:** The NSO must apply the Nomination Criteria in determining any reserve Athletes who may be nominated to the NZOC, and Athletes must also be certified by the NSO under clause 6.4 of this Agreement. Such reserve Athletes shall be notified to the NZOC by the Nomination Date save that this clause does not prevent an Athlete becoming a Nominated Athlete if they were not notified to the NZOC as a reserve.

- 7.9 **Nomination No Guarantee of Selection:** The NSO must not represent in any way that the nomination of any Athlete to the NZOC will guarantee or secure selection of that Athlete to the Team.
- 7.10 **NSO to Obtain Clearances:** The NSO is solely responsible for securing, at its cost and expense, all permission and clearances required in respect of its Nominated Athletes to participate in the Games.

8. SELECTION OF ATHLETES BY NZOC

- 8.1 **NZOC to Select Athletes:** The NZOC shall be solely responsible for selecting from amongst the Nominated Athletes those Athletes who will be members of the Team (“the Selected Athletes”).
- 8.2 **Requirements of Selection:** The NZOC must in considering the selection of any Nominated Athlete to the Team, be satisfied that the Nominated Athlete:
- (a) Has met, and where relevant is continuing to meet, the conditions of nomination in clause 7.2 of this Agreement;
 - (b) Has met the NZOC’s Selection Policy and is continuing to train and achieve results consistent with such policy;
 - (c) If requested by the NZOC, has undertaken medical and/or fitness assessment/s with results which satisfy the NZOC that they are not physically or mentally impaired so as to prevent them from competing in the Games to the highest possible standard;
 - (d) Will comply with the Team protocols attached to the Athlete Agreement; and
 - (e) In the NZOC’s opinion has acted and will continue to act as a positive example to the sporting youth of New Zealand.
- 8.3 **NSO to provide Information:** To enable the NZOC to satisfy itself that each Nominated Athlete has met the conditions of nomination in clause 7.2 of this Agreement, the NSO must provide to the NZOC such information as it has in its possession and control regarding the Athlete or about which it is aware.
- 8.4 **NZOC to seek Information:** The NZOC may also seek its own information about a Nominated Athlete. However, this does not remove the NSO’s obligation to provide information under clause 8.3 of this Agreement.

- 8.5 **Selection if Criteria met:** If the requirements of selection set out in clause 8.2 are met to the satisfaction of the NZOC in respect of each Nominated Athlete, it will then select from amongst those Nominated Athletes those it considers meet the NZOC Selection Policy.
- 8.6 **Selection may be subject to conditions:** Notwithstanding clause 8.2, the NZOC may select a Nominated Athlete with conditions to be satisfied by a date prior to the commencement of the Games, as determined by the NZOC. The NZOC may, in its sole discretion, consult with the NSO to determine appropriate and applicable conditions, which conditions will be communicated to the Nominated Athlete by NZOC (or the NSO on NZOC's behalf). If such conditions are met by the specified date, the Athlete's selection to the Team will be confirmed by NZOC.
- 8.7 **Selection following Nomination or Selection Appeal:** The NZOC may decide not to select a Nominated Athlete or to terminate the Athlete Agreement of a Selected Athlete (and in so doing withdraw a Selected Athlete from the Team) and select another Nominated Athlete in their place as a result of a Nomination Appeal or Selection Appeal which is upheld and brought in accordance with this Agreement.
- 8.8 **Announcement of Selection:** The NZOC shall on a date determined in consultation with the NSO ("the Selection Date") publicly announce the Selected Athlete to the media (including a Nominated Athlete who has been selected subject to conditions pursuant to clause 8.6).
- 8.9 **NSO to inform Athletes:** The NSO must advise each Selected Athlete of their selection and each Athlete not selected of their non-selection no later than the date determined by the NZOC to publically announce the Selected Athlete. The NSO shall ensure an Athlete notified is aware of his/her obligations to keep such information confidential until such time as the media announcement has been released. The NSO must also advise each Athlete not selected of the procedure for Selection Appeals pursuant to clause 12.2 of this Agreement.
- 8.10 **Commencement of Athlete Agreement:** The Athlete Agreement which has been duly signed by the Selected Athlete shall take effect from the Selection Date.

9. SUPPORT STAFF

- 9.1 **NZOC to appoint Support Staff:** The appointment of Support Staff to the Team will be determined by the NZOC in its sole discretion, following recommendation by the NSO as set out in this Agreement.
- 9.2 **NZOC may provide guidelines:** The NZOC may provide guidelines as to the number of Support Staff the NZOC may appoint as a member

of the Team and the capabilities, skills and experience it seeks in considering the appointment of those Support Staff. These shall not be binding and shall not be construed as nomination or selection criteria.

- 9.3 **NSO to recommend Support Staff:** The NSO shall recommend to the NZOC for appointment as Support Staff of the Team persons it believes:
- (a) are suitable and qualified to fill the required positions in respect of the section of the Team relating to the sport of the NSO;
 - (b) have the capabilities, skills and experience specified in any guidelines published by the NZOC;
 - (c) will work effectively and harmoniously with the Chef de Mission and performance support personnel of the Team.
- 9.4 **NZOC may accept late recommendation:** The NZOC may accept a recommendation by the NSO for Support Staff after the Application Date, if the NZOC believes, in its sole discretion, there are exceptional circumstances warranting such acceptance.
- 9.5 **Conditions of Appointment:** The appointment of every Support Staff person will be conditional upon him or her:
- (a) returning a completed Support Staff Application. The Support Staff Application must include a recommendation by the NSO under clause 9.3 of this Agreement and be submitted to the NZOC by the Application Date (or such later date as agreed by the NZOC pursuant to clause 9.4); and
 - (b) returning a completed Support Staff Agreement in respect of the Games by the date directed by the NZOC.
- 9.6 **NZOC to advise NSO of appointed Support Staff:** The NZOC shall inform the NSO of the Support Staff it has appointed in the section of the Team relating to the sport of the NSO.
- 9.7 **No right of appeal:** There is no right of appeal against a decision of the NSO to recommend or not recommend any person to the NZOC as Support Staff, nor is there any right against any decision of the NZOC regarding the appointment or otherwise of a person as Support Staff.

10. APPEALS

- 10.1 **Nomination Appeals:** Any Athlete who has returned a completed Athlete Application by the Application Date and an Athlete Agreement by the Nomination Date may appeal against their nomination or non-

nomination by the NSO in accordance with the procedures set out in this Agreement (“a Nomination Appeal”).

- 10.2 **Selection Appeal:** Any Athlete who has been nominated for selection to the Team by an NSO by the Nomination Date may appeal against their selection or non-selection by the NZOC in accordance with the procedures set out in this Agreement (“a Selection Appeal”).

11. NOMINATION APPEALS

- 11.1 **Grounds of Appeal:** A Nomination Appeal may be made on any one or more of the following grounds:

- (a) That the applicable Nomination Criteria was not properly followed and/or implemented; or
- (b) The Athlete was not afforded a reasonable opportunity by the NSO to satisfy the applicable Nomination Criteria; or
- (c) The nomination decision was affected by apparent bias; or
- (d) There was no material on which the nomination decision could reasonably be based.

- 11.2 **Procedure for Nomination Appeals:** Subject to clause 11.3, the procedure for a Nomination Appeal shall be as follows:

- (a) An Athlete wishing to appeal must give written notice of appeal (“Notice of Nomination Appeal”) to the Chief Executive of the NSO within 2 days of the Nomination Date.
- (b) Within 2 days of receipt of Notice of Nomination Appeal, the NSO may in consultation with the Athlete arrange a meeting between the parties and their representatives (if any) at which meeting the parties shall endeavour to resolve the Nomination Appeal by discussion. Such a meeting, which may be held in person, by telephone or by videotelephony/voice over IP, shall be held as soon as possible and in any event no later than 10 days after the date the Notice of Nomination Appeal notice is received by the NSO.
- (c) Any meeting conducted in accordance with clause 11.2(b) shall be held on a confidential and without prejudice basis. In particular, the content of any matters discussed during such meeting may not be used by either party in respect of any hearing of the Nomination Appeal.
- (d) If the Nomination Appeal is not resolved at the meeting referred to in clause 11.2(b) or otherwise, and the Athlete wishes to

proceed the Athlete must file an application for Appeal with the Sports Tribunal and serve a copy of such application for Appeal upon the Chief Executive of the NSO within:

- (i) 5 days of the date of the meeting referred to in clause 11.2(b) (if held); or
- (ii) 10 days of the Nomination Date,

whichever is the later.

- (e) A copy of such Notice of Appeal shall at the same time as it is filed with the Sports Tribunal and served upon the NSO, be served upon the Secretary General of the NZOC.
- (f) Nomination Appeals shall be determined by the Sports Tribunal in accordance with its Rules.
- (g) Any party to any decision of the Sports Tribunal under clause 11.2(f) may appeal such decision to CAS in accordance with its rules.
- (h) The decision of CAS will be final and binding on the parties.
- (g) No party to a Nomination Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Agreement.

11.3 NSO Nomination Appeal Process: For Nomination Appeals only, the NZOC may, in its discretion, approve an appeal process which has been adopted by the NSO prior to the date of this Agreement (“NSO Nomination Appeal Process”). Where the NZOC approves an NSO Nomination Appeal Process that process shall apply to any Nomination Appeal.

12. SELECTION APPEALS

12.1 Grounds of Appeal: A Selection Appeal may be made on any one or more of the following grounds:

- (a) That the NZOC Selection Policy was not properly followed and/or implemented; or
- (b) That the selection decision was affected by apparent bias; or
- (c) That there was no material on which the selection decision could reasonably be based.

12.2 Procedure for Selection Appeals: The procedure for a Selection Appeal shall be as follows:

- (a) An Athlete wishing to appeal must give written notice of the appeal ("Notice of Selection Appeal") to the Secretary General of the NZOC within 2 days of the Selection Date.
- (b) Within 2 days of the NZOC receiving the Notice of Selection Appeal, the NZOC may in consultation with the Athlete and the NSO arrange a meeting between the parties and their representatives (if any) at which meeting the parties shall endeavour to resolve the Selection Appeal by discussion. Such a meeting, which may be held in person or by telephone or by videotelephony/voice over IP, shall be held as soon as possible and in any event no later than 10 days after the date the Notice of Selection Appeal is received by the NZOC.
- (c) Any meeting conducted in accordance with clause 12.2(b) shall be held on a confidential and without prejudice basis. In particular, the content of any matters discussed during such meeting may not be used by other party in respect of any hearing of the Selection Appeal.
- (d) If the Selection Appeal is not resolved at the meeting referred to in clause 12.2(b) or otherwise and the Athlete wishes to proceed the Athlete must file for a Notice of Appeal with the Sports Tribunal and serve a copy of such Notice of Appeal upon the Secretary General of the NZOC within:
 - (i) 5 days of the date of the meeting referred to in clause 12.2(b) (if held); or
 - (ii) 10 days of the Selection Date,whichever is the later.
- (e) A copy of such Notice of Appeal shall, at the same time as it is filed with the Sports Tribunal and served upon the Secretary General of the NZOC, be served on the NSO.
- (f) A Selection Appeal shall be determined by the Sports Tribunal in accordance with its Rules.
- (g) Any party to a decision of the Sports Tribunal under clause 12.2(f) may appeal such decision to CAS in accordance with its rules.
- (h) The decision of CAS shall be final and binding on the parties.

- (i) No party to a Selection Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Agreement.

13. NZOC JURISDICTION DURING THE GAMES

- 13.1 **Athlete Bound:** The NSO acknowledges and agrees that each Selected Athlete is bound by the terms of the Athlete Agreement signed by the Athlete.
- 13.2 **Support Staff Bound:** The NSO acknowledges and agrees that each Support Staff appointed by the NZOC for the Team is bound by the terms of the Support Staff Agreement signed by the Support Staff.
- 13.3 **Jurisdiction:** The NSO acknowledges that for the term of the Athlete Agreement or Support Staff Agreement the NZOC shall, subject to clause 13.6, have exclusive jurisdiction in respect of any matter concerning any Selected Athlete which is governed by the Athlete Agreement or appointed Support Staff which is governed by the Support Staff Agreement (whichever is relevant), unless agreed in writing with the NZOC.
- 13.4 **Athlete Misconduct:** Any allegation of misconduct by or involving a Selected Athlete where the incident giving rise to such allegation occurs during the term of the Athlete Agreement (including during the Games) shall, subject to clause 13.5, be dealt with by the NZOC in accordance with the provisions of the Athlete Agreement. The NZOC shall wherever practicable consult with the NSO in relation to any matter that affects the Selected Athlete and may involve the NSO in any investigations and enquiries, so that the matter can be dealt with in the most effective manner.
- 13.5 **Support Staff Misconduct:** Any allegation of misconduct by or involving Support Staff where the incident giving rise to such allegation occurs during the term of the Support Staff Agreement (including during the Games) shall, subject to clause 13.6, be dealt with by the NZOC in accordance with the provisions of the Support Staff Agreement. The NZOC shall wherever practicable consult with the NSO in relation to any matter that affects the Support Staff person and may involve the NSO in any investigations and enquiries, so that the matter can be dealt with in the most effective manner.
- 13.6 **Referral to NSO:** Where any matter to which clause 13.3, 13.4 and/or 13.5 arises the NZOC may, where it considers it appropriate to do so, refer the matter to the NSO to be dealt with in accordance with the constitution of the NSO. The NSO shall in such a case consult with the NZOC in relation to any matter that affects the Selected Athlete or the Support Staff person and may involve the NZOC in any investigations

and enquiries so that the matter can be dealt with in the most effective manner.

14. INDEMNITIES

- 14.1 **NSO Indemnity:** The NSO indemnifies and will keep indemnified the NZOC and its directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Agreement by the NSO.
- 14.2 **NZOC Indemnity:** The NZOC indemnifies and will keep indemnified the NSO and its directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Agreement by the NZOC.
- 14.3 **No Indirect or Consequential Loss:** Neither party shall have any liability to the other party in respect of any loss of revenue, loss of actual or anticipated profits, or any indirect, consequential or special loss, damage, cost or expense, suffered or incurred by one party as a direct or indirect result of a breach by the other party of any of its obligations under this Agreement.

15. BREACH OF AGREEMENT AND TERMINATION

- 15.1 **Breach Capable of Remedy:** If either party breaches any term or condition of this Agreement, and such breach is, in the opinion of the other party capable of being remedied, the other party shall give notice to the party in breach requiring it to remedy such breach and the date by which it must do so (“a Breach Notice”).
- 15.2 **Breach not Remedied:** If either party breaches any term or condition of this Agreement:
- (a) for which a Breach Notice has been issued and such breach has not been remedied to the other party’s satisfaction and/or within the time period specified, or
 - (b) such breach is not, in the opinion of the other party capable of being remedied,

the other party may terminate this Agreement by giving written notice to that effect to the party in breach of this Agreement.

15.3 **Effect of Termination:**

15.3.1 If this Agreement is terminated prior to the Nomination Date:

- (a) The NSO shall not be entitled to nominate Athletes to the NZOC for consideration for selection to the Team;
- (b) The NZOC may determine and publish Nomination Criteria in respect of the NSO's sport and may select Athletes in accordance with such criteria for the Team;
- (c) Alternatively the NZOC may choose not to select any Athletes from the NSO's sport for the Team;

15.3.2 If this Agreement is terminated after the Nomination Date, the NZOC retains the right to make any decisions in respect of any Nominated Athlete or Selected Athlete that it deems appropriate.

16. **ENTIRE AGREEMENT**

16.1 **Entire Agreement:** This Agreement, including the NZOC Selection Policy and the Schedules, contains the entire agreement between the parties and may only be amended by agreement in writing signed by or on behalf of each of the parties to this Agreement, unless specified otherwise in this Agreement.

17. **NO PARTNERSHIP**

17.1 **No Partnership:** This Agreement does not constitute and may not be construed as constituting an agency, joint venture or partnership between the NZOC and the NSO.

18. **APPLICATION OF LAW**

18.1 **Governing Law:** This Agreement is governed by and is to be construed in accordance with the laws of New Zealand.

19. **DISPUTES**

19.1 **Internal Escalation:** Any dispute or difference arising between the NZOC and the NSO concerning the interpretation or application of this Agreement will be addressed in the first instance between the Secretary General of the NZOC and the Chief Executive of the NSO, in accordance with the constitution of the NZOC.

19.2 **Sports Tribunal:** If any dispute or difference arises between the NZOC and the NSO concerning the interpretation or application of this Agreement that cannot be resolved in accordance with clause 19.1, it shall be solely and exclusively determined by the Sports Tribunal. The decision of the Sports Tribunal will be final and binding on the parties and neither party may commence or maintain proceedings in any court or tribunal.

EXECUTION:

SIGNED for and on behalf of the)
NEW ZEALAND OLYMPIC COMMITTEE)
INCORPORATED)
by its Secretary General, Kereyn Smith)

SIGNED for and on behalf of the)
SWIMMING NEW ZEALAND INCORPORATED)
.....)
[name of NSO])
by CHRISTIAN RENFORD, Chief Executive Officer)
[name & position])



SCHEDULE A**2016 RIO OLYMPIC GAMES
ATHLETE APPLICATION FORM FOR NOMINATION/SELECTION**

Please complete and return to _____ by 5 August 2015.
NSO Name

Full Legal Name of Athlete (as per passport)

Surname: _____ First Name: _____

Preferred Name of Athlete (to be displayed on results, accreditation, website etc.)

Surname: _____ First Name: _____

Personal Details:

Date of Birth: _____ Gender: _____ M / F

Postal Address: _____

Postcode: _____

Email Address: _____

Home Phone: _____ Mobile: _____

I apply to be considered for nomination and selection to the New Zealand Olympic Team to compete at the 2016 Rio Olympic Games in the sport of:

In applying to be considered for nomination and selection to the Team, I **acknowledge, agree and declare that:**

- (a) I have been provided with access to a copy of the Agreement between the NZOC and my NSO ("NZOC/NSO Agreement"), the NZOC Selection Policy and, once confirmed, my NSO's Nomination Criteria for the 2016 Olympic Games, via the NZOC website www.olympic.org.nz. I agree to comply with and be bound by the terms outlined in these documents.
- (b) My application will be considered and determined in accordance with the NZOC/NSO Agreement. In particular I acknowledge that any right of appeal and the process for such an appeal in relation to nomination or non-nomination or selection or non-selection must be exercised in accordance with the NZOC/NSO Agreement.

- (c) If the NSO certifies this Athlete Application as correct, as a condition of my nomination I must complete, sign and return in the manner and by the time instructed by the NZOC, an Athlete Agreement which will come into effect only if and when I am selected by the NZOC to the Team.
- (d) The decision whether or not to nominate me to the NZOC for selection to the Team is subject to the Nomination Criteria for my NSO and is at the discretion of the NSO.
- (e) In the event that the NSO nominates me to the NZOC for selection to the Team, I understand I am not guaranteed to be selected. The decision whether or not to select me in to the Team is subject to the NZOC Selection Policy and is at the sole discretion of the NZOC.
- (f) I understand I can obtain copies of the NSO Anti-Doping rules/policy, the NZOC's Anti-Doping Bylaw, and the Olympic Movement Anti-Doping Code from my NSO, the NZOC, and/or Drug Free Sport NZ and I agree to be bound by them.
- (g) I have not used or administered any substance which, if it had been detected as being present in my body tissue or fluids, would have constituted doping. Further I have not used any method prohibited or committed any other doping offence, under the NSOs, IFs or NZOC's doping rules/policy.
- (h) I have not breached any rules and regulations of the NSO, the IF, the IOC, or the World Anti-Doping Agency, and no disciplinary or doping process is pending against me.
- (i) I am a member of the NSO or one of the members of its affiliated organisations (e.g. a member club).
- (j) I have, or by 5 February 2016 will have, provided my name and contact address details to NZOC for the purpose of out-of-competition drug testing by DFSNZ.
- (k) I am not currently suffering any physical or mental impairment that might prevent me from competing in the Games to the highest possible standard.
- (l) I am a New Zealand citizen, I hold a New Zealand passport, and I meet the requirements of the Bylaw to Rule 41 of the Olympic Charter (see Schedule D).
- (m) I have met any eligibility requirements of the IF and IOC for participation in the Games and will fully complete an IOC Games entry form, prior to the date specified by the NZOC.

- (n) I am not currently under disqualification or suspension under the rules of the NSO or the IF.
- (o) I declare that I have not been convicted of a criminal offence. I further declare that no charge in respect of any criminal offence punishable by a term of imprisonment is pending against me.

OR (~~strike out which is not applicable~~)

I have been convicted of a criminal offence or have charges for a criminal offence pending and below provide complete details of the nature and dates of the offence(s):

.....

- (p) I will notify the NSO of any changes to my contact details as set out above. Any failure by me to do so may be to my detriment as any announcement regarding the nomination and selection of the Team will be notified to the details provided.
- (q) I agree to collection of personal information about me, including my name, contact details, my sport, size of clothing, biographical details, photos and associated imagery, the results of any health/medical examinations undertaken to assess my fitness, and the usage and storage of such information by NZOC at its offices, for the purposes of consideration of nomination (if any) by the NSO and selection (if any) by the NZOC.
- (r) I also agree to the disclosure of personal information about me (as set out in (q) above, to DFSNZ for the purpose of out of competition drug testing and to the Games' organising committee for the purpose of providing potential entry information and reservation of quota spots.
- (s) I have been invited to take independent advice on the terms of this Athlete Application and its implications, and I have been given reasonable opportunity to do so.
- (t) If you have not met ALL of the above conditions, please provide explanation below:

.....

.....

Signed: **Dated:**

If the athlete is under the age of 18 years as at the date of signing this form, it must be signed by the parents/guardians/caregivers of the Athlete as set out below. Please note if the parents/caregivers of the athletes have signed where an athlete is under 18, the athlete does not need to sign.

I/We are the parents/guardians/caregivers of the athlete, and we acknowledge we have read and understood the Athlete Application and consent to the conditions specified in this Athlete Application. We also consent to our names, as detailed below being collected, held and used, as parents/guardians /caregivers of the Athlete.

Signed: **Dated:**
(Parent/Guardian)

Name:
(Print name)

Signed: **Dated:**
(Parent/Guardian)

Name:
(Print name)

CERTIFICATION BY NSO

I,, (Name), (Position),
am duly authorized on behalf of (“the NSO”)
to certify that the above Athlete:

Please circle or strike out as appropriate

- is a member of the NSO or a member of one of its affiliated organisations Correct/Incorrect
- to the NSO’s knowledge, has not breached any rules or regulations of the NSO, the IF, the IOC, or the World Anti-Doping Agency Correct/Incorrect
- is not currently under disqualification or suspension under the rules of the NSO or the IF Correct/Incorrect

Signed: **Date:**

OTHER APPLICABLE DOCUMENTS (all located at www.olympic.org.nz)

- Agreement between NZOC and NSO for the 2016 Rio Olympic Games
- NSO Nomination Criteria
- NZOC Selection Policy
- Athlete Agreement

SCHEDULE B**2016 RIO OLYMPIC GAMES
SUPPORT STAFF APPLICATION FORM**

Please complete and return to _____ by 5 August 2015.

NSO Name

Full Legal Name of Support Staff (as per passport)

Surname: _____

First Name: _____

Preferred Name of Support Staff

Surname: _____

First Name: _____

Personal Details:

Date of Birth: _____

Gender: M / F

Postal Address: _____

Postcode: _____

Email Address: _____

Home Phone: _____

Mobile: _____

I apply to be considered for appointment to the New Zealand Olympic Team at the 2016 Rio Olympic Games in the capacity of: *(please name position and sport)*

In applying to be considered for recommendation and appointment to the Team, **I acknowledge, agree and declare that:**

- (a) I have been provided with access to a copy of the Agreement between the NZOC and my NSO ("NZOC/NSO Agreement") via the NZOC website www.olympic.org.nz. I agree to comply with and be bound by the terms outlined in this document.
- (b) My application will be considered and determined in accordance with the NZOC/NSO Agreement. I understand there is no right of appeal against a decision of the NSO to recommend me or not recommend me to the NZOC as Support Staff, nor is there any right against any decision of the NZOC regarding the appointment or otherwise of me as Support Staff.

- (c) If the NSO agrees to provide a recommendation, I understand that as a condition of my appointment I must complete and sign by the date advised to me by the NZOC, a Support Staff Agreement which will come into effect only if and when I am appointed by the NZOC to the Team.
- (d) In the event that the NSO recommends me to the NZOC to be appointed to the Team, I understand I am not guaranteed to be appointed. The decision whether or not to appoint me to the Team is solely at the discretion of the NZOC and I have no right of appeal.
- (e) I have not been a party to, or committed any, doping offence under the rules of any NSO or IF, or the IOC, the Commonwealth Games Federation or the Olympic Movement Anti-Doping Code or the World Anti-Doping Authority's doping rules/policy/codes and no doping process is pending against me.
- (f) I have not breached any rules and regulations of the NSO, the Commonwealth Games Federation, the IF the IOC, and no disciplinary process is pending against me.
- (g) I am:
- (i) a member of the NSO;
 - (ii) one of the members of an affiliated organisation (e.g. a member club) of the NSO;
 - (iii) a staff member of the NSO (i.e. I have an employment agreement); or
 - (iv) a contractor of, or provider to, the NSO (i.e. I have a contract for service).
- (h) I am not currently suffering any physical or mental impairment that might prevent me from partaking appropriately in the Games.
- (i) I am a New Zealand citizen, New Zealand resident or have the appropriate authority to live and work in New Zealand until at least 31 October 2016.
- (j) I declare that I have not been convicted of a criminal offence. I further declare that no charge in respect of any criminal offence punishable by a term of imprisonment is pending against me,

OR (~~strike out which is not applicable~~)

I have been convicted of a criminal offence or have charges for a criminal offence pending and below provide complete details of the nature and dates of the offence(s):

.....

- (k) I will notify the NSO of any changes to my contact details as set out above.
- (l) I agree to collection of personal information about me, including size of clothing, biographical details, photos and associated imagery, and the usage and storage of such information by NZOC at its offices, for the purposes of consideration of appointment (if any) by the NZOC.
- (m) I have been invited to take independent advice on the terms of this Support Staff Application and its implications, and I have been given reasonable opportunity to do so.
- (n) If you have not met ALL of the above conditions, please provide explanation below:

.....

Signed: **Dated:**

RECOMMENDATION BY NSO

I,, (Name), (Position),
 am duly authorized on behalf of (“the NSO”)
 to recommend the above Support Staff and confirm he/she:

Please circle or strike out as appropriate

- is a member of the NSO, a member of one of its affiliated organisations, has a employment agreement or a contract for service with the NSO Correct/Incorrect
- is suitably qualified to fill the required positions in respect of the section of the Team relating to the sport of the NSO Correct/Incorrect
- has the capability, skill and experience specified in any guideline published by the NZOC Correct/Incorrect
- will work effectively and harmoniously with the Chef de Mission and performance support personnel of the Team Correct/Incorrect

- is not currently under disqualification or suspension under the rules of the NSO, the IF or any Anti-Doping authority

Correct/Incorrect

Signed:

Date:

OTHER APPLICABLE DOCUMENTS (all located at www.olympic.org.nz)

- Agreement between NZOC and NSO for the 2016 Rio Olympic Games
- Support Staff Agreement

SCHEDULE C1 – INDIVIDUAL EVENTS

2016 RIO OLYMPIC GAMES NOMINATION CRITERIA FOR INDIVIDUAL EVENTS

[INSERT NATIONAL SPORTS ORGANISATION INCORPORATED] (NSO)

Explanatory Note: *This template is designed for use by National Sports Organisations (NSOs) when determining the Nomination Criteria to be used to nominate athletes to the New Zealand Olympic Committee to be considered for selection to represent the Games Team in an **Individual Event**. For the purposes of this template, an “Individual Event” means an event in the Games in which an Athlete competes either alone or in which up to a maximum of 9 athletes compete together in a game, race, heat or event (for example, as a pair, crew or relay team).*

Before finalising the Nomination Criteria for its specific sport, each NSO must sign the Agreement between the NZOC and the NSO for the 2016 Rio Olympic Games.

Please delete all explanatory notes (including this note) and remove all highlighting from this Nomination Criteria before finalising and sending to NZOC for its approval.

1. Application of this Nomination Criteria

- 1.1 This Nomination Criteria is issued by the Board of **[insert NSO]**.
- 1.2 This Nomination Criteria shall take effect from **[insert Date]**.
- 1.3 This Nomination Criteria applies to:
- (a) all Athletes wishing to be considered for nomination to the Games Team to compete in the Games in an Individual Event; and
 - (b) **[insert NSO]**, including its NSO Selectors, that wish to nominate Athletes to NZOC to be considered for selection to the Games Team for the Games.

[Explanatory Note: Please note the date in clause 1.2 should be the date the Board adopts this Nomination Criteria.]

2. NSO Selectors

- 2.1 **Composition:** The NSO Selectors from **[insert NSO]** shall be appointed by **[insert who appoints and any applicable rules regarding such appointment]**. The NSO Selectors from **[insert**

NSO who will consider nomination of Athletes to NZOC to be considered for selection in the Games Team are:

[insert the names of the Selectors]

[Explanatory Note: The rules that may be applicable to Selectors include, for example, a Selection Panel Terms of Reference. The Terms of Reference deal with issues such as conflicts.]

3. Nomination Procedure

3.1 **Conditions of Nomination:** The NSO Selectors may only consider an Athlete for nomination if the Athlete has satisfied the following conditions of nomination:

- (a) returned a completed Athlete Application to **[insert NSO]** prior to the Application Date **[insert date]**, in the form prescribed by the NZOC; and
- (b) returned a completed Athlete Agreement in the manner prescribed by the NZOC prior to the Nomination Date **[insert date]**; and
- (c) demonstrated to the satisfaction of **[insert NSO]** that they are not suffering any physical or mental impairment that would prevent them from competing in the Games to the highest possible standard; and
- (d) acted in such a manner so as not to bring the Athlete, the sport, **[insert NSO]** or the NZOC into public disrepute; and
- (e) to **[insert NSO]**'s knowledge has not used or administered any substance which, if it had been detected as being present in the Athlete's body tissue or fluids, would have constituted doping, or used any prohibited method or committed any other doping offence as defined in the NSO's, the International Federation's (IF's) or NZOC's Anti-Doping Bylaw; and
- (f) from 5 February 2016 has provided their name and contact address details to the NZOC for the purpose of out of competition drug testing by DFSNZ.

3.2 **Qualification:** New Zealand must qualify for places in an event(s) in accordance with the International Federation's Qualification System – Games of the XXXI Olympiad – Rio 2016 ("IF Qualification System") and/or IF requirements for the Games. Qualification for a place in any event(s) by an Athlete (or group of Athletes) does not guarantee that Athlete (or group of Athletes) will be nominated or selected to compete in the event(s) at the Games.

3.3 **Nomination if Nomination Criteria Met:** Provided the requirements set out in clause 3.1 and 3.2 are met, the NSO Selectors shall

nominate those Athletes it considers meet the Nomination Criteria set out below.

[Explanatory Note: The qualification procedure may be different for each sport so the clause above may need to be amended. The NSO must include any requirement that the NZOC is required to undertake in relation to the IF Qualification System.]

4. Nomination Criteria

4.1 **Nomination Criteria:** The **[insert NSO]** Nomination Criteria for nomination to the Games Team is made up of two parts:

- (a) the Over-Riding Nomination Criteria specified in clause 4.2; and
- (b) the Specific Nomination Factors specified in clause 4.3.

4.2 **Over-Riding Nomination Criteria:**

- (a) In determining whether or not to nominate an Athlete (or group of athletes) to **[insert specific Sports events e.g. Men's Rowing Pairs and Women's Swimming Relay]** ("Event(s)"), the NSO Selectors must be satisfied overall that:
 - i. the Athlete (or group of Athletes) is or are capable of achieving a top 16 placing at the Games in the Event(s), with the potential to win an Olympic Diploma (top 8 placing); and
 - ii. the Athlete (or group of Athletes) has or have a track record of sufficient quality and depth that the NSO believes demonstrates the Athlete (or group of Athletes) will be competitive at the Games and will perform credibly in the Event(s).
- (b) Evidence: In determining whether or not the athlete (or group of Athletes) has or have met the Over-Riding Nomination Criteria for Individual Events in clause 4.2(a) above, the NSO Selectors shall consider the Athlete's (or group of Athletes') performances and results in the Individual Event(s) at which they seek to be selected for the Games in the following Key Events during the period **[insert Date]** to **[insert Date]**:

[insert agreed Key Events]

[Explanatory Note: These Key Events must be international competitions / events that have occurred within the past 2 years and relate to or are directly relevant to that Individual Event (i.e. events that represent the highest level of the sport such as World Cups or World Championships). This list of events must be agreed with the NZOC.]

- 4.3 **Specific Nomination Factors:** When considering the Over-Riding Nomination Criteria above, the NSO Selectors may also take into account any one or more of the following factors about an Athlete:
- (a) any other performances or results in competitions / events in addition to the Key Events;
 - (b) adequate fitness and a commitment to maintain a fitness and training programme as agreed with the applicable coach(es);
 - (c) demonstrated good behaviour, including a commitment to training and attendance at training camps;
 - (d) demonstrated compatibility with others in a team environment;
 - (e) demonstrated compliance with the rules of events and competitions;
 - (f) understanding and respect for the obligations that accompany being a member of a New Zealand team when competing at the Games, including respect for team members and support staff;
 - (g) willingness to promote **[insert NSO]** in a positive manner;
 - (h) demonstrated ability to take personal responsibility for self and their results;
 - (i) proven ability to be reliable;
 - (j) any other factor(s) the NSO Selectors consider relevant; and
 - (k) **[insert any additional factors]**.

[Explanatory Note: An NSO may include additional factors for its Selectors to take into account and it may also add to any of the existing factors above.]

- 4.4 **Own Enquiries:** In considering any one or more of the above factors, the NSO Selectors may make such enquiries of the Athlete, or other persons, as they see fit.
- 4.5 **Weight to be Given to Specific Nomination Factors:** The NSO Selectors may give weight to any one or more of the Specific Nomination Factors and, if it does, to apply such weighting to one or more athletes. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Nomination Criteria.
- 4.6 **Extenuating Circumstances:** In any decision regarding the nomination of Athletes to the Team, the NSO Selectors may, in their sole discretion, take into account any extenuating circumstances in accordance with clause 5 below.
- 4.7 **Nomination Procedure:** After consideration of this Nomination Criteria, the NSO Selectors shall follow the procedure set out in clause 7 of the NZOC / NSO Agreement.

5. Extenuating Circumstances

- 5.1 **Extenuating Circumstances:** In considering the nomination of Athletes in accordance with this Nomination Criteria, the NSO Selectors may, in their sole discretion, give weight to any extenuating circumstances which may include, but are not limited to, the following:
- (a) injury or illness;
 - (b) travel delays;
 - (c) equipment failure;
 - (d) bereavement or personal misfortune; and/or
 - (e) any other factors reasonably considered by the NSO Selectors to constitute extenuating circumstances.
- 5.2 **Athlete to Advise:** Athletes unable to compete at events, trials, or other attendances required under this Nomination Criteria, must advise the Chief Executive of the extenuating circumstances and reasons, in writing, with as much advance notice as possible and ideally seven (7) days prior to the commencement of the event, trial or other attendance. If the Chief Executive is not notified of any extenuating circumstances in accordance with this Nomination Criteria, then the NSO Selectors have no obligation to rely on such circumstances.
- 5.3 **Medical Certificate:** In the case of injury or illness, Athletes may be required by the NSO Selectors to provide a medical certificate and/or to undergo an examination by a health practitioner/s nominated by the NSO Selectors, and to provide that opinion and/or report to the NSO Selectors. Any failure to agree to such a request may result in the NSO Selectors being unable to consider the injury or illness as an extenuating circumstance.
- 5.4 **Case by Case:** In the case of any extenuating circumstance/s, the NSO Selectors will make a decision on a case-by-case basis.

6. Appeal Procedure

- 6.1 **Nomination Appeals:** An athlete may appeal to **[insert NSO]** against their non-nomination to the NZOC by the NSO Selectors of **[insert NSO]** provided that the Athlete has returned a completed:
- (a) Athlete Application to the NSO by the Application Date (that has been certified by the NSO); and
 - (b) Athlete Agreement in the manner directed by the NZOC by the Nomination Date.

- 6.2 **Procedures for Nomination Appeals:** Any appeal under paragraph 6.1 must be made in accordance with the procedures set out in clause 11 of the NZOC / NSO Agreement.

7. Inconsistencies

- 7.1 **NZOC / NSO Agreement:** In the event there is any inconsistency between this Nomination Criteria and the NZOC / NSO Agreement, the NZOC / NSO Agreement shall prevail.
- 7.2 **IF Qualification System:** If this Nomination Criteria imposes a higher qualification standard or a lesser number of participants than stated by the IF Qualification System, this shall not be regarded as an inconsistency.

8. Amendments to this Nomination Criteria

- 8.1 **Prior to Nomination Date:** This Nomination Criteria may be amended or supplemented from time to time by the Board, before the Nomination Date, provided NZOC has prior approved the amendment/s and supplement/s.
- 8.2 **Notice:** The Board will give as much notice as possible of any amendment/s or supplement/s made under clause 8.1 to this Nomination Criteria, to persons it considers may be affected by any such amendment/s or supplement/s.

9. Definitions

- 9.1 **Application Date** means the date, as specified by NZOC, by which Athletes must submit a completed Athlete Application in accordance with clause 6.1(a) of the NZOC / NSO Agreement.
- 9.2 **Athlete** means a person who wishes to be considered for nomination to the Games Team.
- 9.3 **Athlete Agreement** means the agreement that must be completed by any athlete wishing to be considered for nomination and selection to the Games Team in accordance with clause 6.1(b) of the NZOC / NSO Agreement.
- 9.4 **Athlete Application** means the form that must be completed by any athlete applying to be nominated and selected to the Games Team and which is attached as Schedule A to the NZOC / NSO Agreement.
- 9.5 **Board** means the Board of **[insert NSO]** as constituted under the Constitution.

- 9.6 **Chief Executive** means the Chief Executive Officer of [insert NSO] and includes his / her nominee.
- 9.7 **Constitution** means the Constitution of [insert NSO].
- 9.8 **Games** means the 2016 Olympic Games to be held in Rio de Janeiro, Brazil from 5 August 2016 to 21 August 2016.
- 9.9 **Games Team** means the New Zealand Team at the Games selected in accordance with the NZOC Selection Policy for the Games.
- 9.10 **Individual Event** means an event in the Games in which an Athlete competes either alone or in which up to a maximum of 9 Athletes compete together in a game, race, heat or event (for example as a pair, crew, or relay team).
- 9.11 **Key Events** means an international, continental or national competition which is a major or pinnacle event for the sport or are at least the equivalent of a World Cup or World Championship, and have an equivalent field of competitors to that which is likely to occur at the Games.
- 9.12 **Nominated Athlete** means an Athlete who has been nominated to the NZOC by [insert NSO].
- 9.13 **Nomination Criteria** means the criteria made up of the Over-Riding Nomination Criteria and the Specific Nomination Factors, and is also referred to as “this Criteria”.
- 9.14 **Nomination Date** means the date, as specified by the NZOC (and includes any alternative date as agreed between NZOC and [insert NSO]), by which [insert NSO] must submit any Nominated Athletes to the NZOC.
- 9.15 **NSO** means a National Sports Organisation.
- 9.16 **NSO Selectors** means the selectors appointed by [insert NSO] in accordance with clause 2 of this Nomination Criteria.
- 9.17 **NZOC / NSO Agreement** means the agreement entered between NZOC and [insert NSO] for the Application, Nomination and Selection Process for the Games.
- 9.18 **Over-Riding Nomination Criteria** means the criteria set out in clause 4.2.
- 9.19 **Specific Nomination Factors** means the nomination factors set out in clause 4.3.

OTHER APPLICABLE DOCUMENTS (all located at www.olympic.org.nz)

- Agreement between NZOC and NSO for the 2016 Olympic Games;
- NZOC Selection Policy;
- Athlete Application Form; and
- Athlete Agreement.

SCHEDULE C2 – TEAM EVENTS

2016 RIO OLYMPIC GAMES NOMINATION CRITERIA FOR TEAM EVENTS

[NATIONAL SPORTS ORGANISATION INCORPORATED] (NSO)

*Explanatory Note: This template is designed for use by the National Sports Organisations (NSO) for **Rugby Sevens, Football and Hockey** when determining the Nomination Criteria to be used to nominate their teams (i.e. the All Black Sevens, Football Ferns, Oly-Whites and Black Sticks) and the athletes that comprise the team to the New Zealand Olympic Committee to be considered for selection to the Games Team in a **Team Event** (i.e. an event in the Games in which 10 or more Athletes (including reserves or substitutes) (“team”) compete together in a game, race, heat or event and where the team can only win one medal in that Team Event). These NSOs will not be nominating Athletes for Individual Events.*

Before finalising the Nomination Criteria for its specific sport, each NSO must sign the Agreement between the NZOC and the NSO for the 2016 Rio Olympic Games

Please delete all explanatory notes (including this note) and remove all highlighting from this Nomination Criteria before finalising and sending to NZOC for its approval.

1. Application of this Nomination Criteria

- 1.1 This Nomination Criteria is issued by the Board of **[insert NSO]**.
- 1.2 This Nomination Criteria shall take effect from **[insert Date]**.
- 1.3 This Nomination Criteria applies to:
- (a) all Athletes that are part of a team and wish to be considered for nomination to the Games Team to compete in the Games in a Team Event; and
 - (b) **[insert NSO]**, including their NSO Selectors, that wish to nominate a team to NZOC to be considered for selection to the Games Team for the Games.

[Explanatory Note: Please note the date in clause 1.2 should be the date the Board adopts this Criteria.]

2. NSO Selectors

- 2.1 **Composition:** The NSO Selectors from **[insert NSO]** shall be appointed by **[insert who appoints and any applicable rules]**

regarding such appointment]. The NSO Selectors from **[insert NSO]** who will consider nomination of a team to NZOC to be considered for selection in the Games Team are:

[insert the names of the Selectors]

[Explanatory Note: The rules that may be applicable to Selectors include, for example, a Selection Panel Terms of Reference. The Terms of Reference deal with issues such as conflicts.]

3. Nomination Procedure

3.1 **Conditions of Nomination:** The NSO Selectors may only consider an Athlete for nomination as part of a team if the Athlete has satisfied the following conditions of nomination:

- (a) returned a completed Athlete Application to **[insert NSO]** prior to the Application Date, in the form prescribed by the NZOC; and
- (b) returned a completed Athlete Agreement in the manner prescribed by the NZOC prior to the Nomination Date; and
- (c) demonstrated to the satisfaction of **[insert NSO]** that they are not suffering any physical or mental impairment that would prevent them from competing in the Games to the highest possible standard; and
- (d) acted in such a manner so as not to bring the Athlete, the sport, **[insert NSO]** or the NZOC into public disrepute; and
- (e) to **[insert NSO]**'s knowledge has not used or administered any substance which, if it had been detected as being present in the Athlete's body tissue or fluids, would have constituted doping, or used any prohibited method or committed any other doping offence as defined in the NSO's, International Federation's (IF's) or NZOC's Anti-Doping Bylaw; and
- (f) from 5 February 2016 has their name and contact address details registered with the NZOC for the purpose of out-of-competition drug testing by DFSNZ.

3.2 **Qualification:** New Zealand must qualify for a place in an event in accordance with the International Federation's Qualification System – Games of the XXXI Olympiad – Rio 2016 ("IF Qualification System") and / or IF requirements for the Games. Qualification for a place in any event by a team does not guarantee that the team will be nominated or selected to compete in the event at the Games.

- 3.3 **Nomination if Nomination Criteria Met:** Provided the requirement set out in clause 3.1 and 3.2 are met, the NSO Selectors shall nominate those Athletes it considers meet the Nomination Criteria set out below.

[Explanatory Note: The qualification procedure may be different for each sport so the clause above may need to be amended. The NSO must include any requirement that the NZOC is required to undertake in relation to the IF Qualification System.]

4. **Nomination Criteria**

- 4.1 **Nomination Criteria:** The **[insert NSO]** Nomination Criteria for nomination to the Games Team is made up of two parts:

- (a) the Over-Riding Nomination Criteria specified in clause 4.2; and
- (b) the Specific Nomination Factors specified in clause 4.3.

4.2 **Over-Riding Nomination Criteria:**

- (a) In determining whether or not to nominate a team to **[insert specific Sports events e.g. Men's Hockey, Women's Netball]** ("Event"), the NSO Selectors must be satisfied overall that:
 - i. the team is capable of advancing beyond the first round of competition, or is capable of achieving a quarter-final placing; and
 - ii. the team has a track record of sufficient quality and depth that the NSO believes demonstrates the team will be competitive at the Games and will perform credibly.
- (b) **Evidence:** In determining whether or not a team has met the Over-Riding Nomination Criteria for the event listed in clause 4.2(a) above, the NSO Selectors shall consider the team's performances and results in the following Key Events during the period **[insert Date]** to **[insert Date]**:

[insert agreed Key Events]

[Explanatory Note: These Key Events must be international competitions / events that have occurred within the past 2 years and relate to or are directly relevant to that Team Event (i.e. events that represent the highest level of the sport such as World Cups or World Championships). This list of events must be agreed with the NZOC.]

- 4.3 **Specific Nomination Factors:** When considering the Over-Riding Nomination Criteria above, the NSO Selectors may also take into

account any one or more of the following factors about a team and its Athletes:

- (a) any other performances or results in competitions / events in addition to the Key Events;
- (b) adequate fitness and a commitment to maintain a fitness and training programme as agreed with the applicable coach(es);
- (c) demonstrated good behaviour, including a commitment to training and attendance at training camps;
- (d) demonstrated compatibility with others in a team environment;
- (e) demonstrated compliance with the rules of events and competitions;
- (f) understanding and respect for the obligations that accompany being a member of a New Zealand team when competing at the Games, including respect for team members and support staff;
- (g) willingness to promote **[insert NSO]** in a positive manner;
- (h) demonstrated ability to take personal responsibility for self and their results;
- (i) proven ability to be reliable;
- (j) any other factor(s) the NSO Selectors consider relevant; and
- (k) **[insert any additional factors]**.

[Explanatory Note: An NSO may include additional factors for its Selectors to take into account and it may also add to any of the existing factors above.]

- 4.4 **Own Enquiries:** In considering any one or more of the above factors, the NSO Selectors may make such enquiries of the Athlete, or other persons, as they see fit.
- 4.5 **Weight to be Given to Specific Nomination Factors:** The NSO Selectors may decide to give weight to any one or more of the Specific Nomination Factors. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Nomination Criteria.
- 4.6 **Extenuating Circumstances:** In any decision regarding the nomination of a team to the Team, the NSO Selectors may, in their sole discretion, take into account any extenuating circumstances in accordance with clause 5 below.
- 4.7 **Nomination Procedure:** After consideration of this Nomination Criteria, the NSO Selectors shall follow the procedure set out in clause 7 of the NZOC / NSO Agreement.

5. Extenuating Circumstances

- 5.1 **Extenuating Circumstances:** In considering the nomination of Athletes to a team in accordance with this Nomination Criteria, the NSO Selectors may, in their sole discretion, give weight to any extenuating circumstances which may include, but are not limited to, the following:
- (a) injury or illness;
 - (b) travel delays;
 - (c) equipment failure;
 - (d) bereavement or personal misfortune; and/or
 - (e) any other factors reasonably considered by the NSO Selectors to constitute extenuating circumstances.
- 5.2 **Notice:** Athletes that are part of a team and are unable to compete at events, trials, or other attendances required under this Nomination Criteria, must advise the Chief Executive of the extenuating circumstances and reasons, in writing, with as much advance notice as possible and ideally seven (7) days prior to the commencement of the event, trial or other attendance. If the Chief Executive is not notified of any extenuating circumstances in accordance with this Nomination Criteria, then the NSO Selectors have no obligation to rely on such circumstances.
- 5.3 **Medical Certificate:** In the case of injury or illness, Athletes may be required by the NSO Selectors to provide a medical certificate and/or to undergo an examination by a health practitioner/s nominated by the NSO Selectors, and to provide that opinion and/or report to the NSO Selectors. Any failure to agree to such a request may result in the NSO Selectors being unable to consider the injury or illness as an extenuating circumstance.
- 5.4 **Case by Case:** In the case of any extenuating circumstance/s, the NSO Selectors will make a decision on a case by case basis.

6. Appeal Procedure

- 6.1 **Nomination Appeals:** An Athlete that is part of a team may appeal to the [insert NSO] against their non-nomination to the NZOC by the NSO Selectors of [insert NSO] provided that the Athlete has returned a completed:
- (a) Athlete Application to the NZOC by the Application Date (that has been certified by the NSO); and

(b) Athlete Agreement in the manner prescribed by NZOC by the Nomination Date.

6.2 **Procedures for Nomination Appeals:** Any appeal under paragraph 6.1 must be made in accordance with the procedures set out in clause 11 of the NZOC / NSO Agreement.

7. Inconsistencies

7.1 **NZOC / NSO Agreement:** In the event there is any inconsistency between this Nomination Criteria and the NZOC / NSO Agreement, the NZOC / NSO Agreement shall prevail.

7.2 **IF Qualification System:** If this Nomination Criteria imposes a higher qualification standard or a lesser number of participants than stated by the IF Qualification System, this shall not be regarded as an inconsistency.

8. Amendments to this Criteria

8.1 **Prior Approval:** This Nomination Criteria may be amended or supplemented from time to time by the Board, provided NZOC has prior approved the amendment/s and supplement/s.

8.2 **Notice:** The Board will give as much notice as possible of any amendment/s or supplement/s made under paragraph 8.1 to this Nomination Criteria, to persons it considers may be affected by any such amendment/s or supplement/s.

9. Definitions

9.1 **Application Date** means the date, as specified by NZOC, by which athletes must submit a completed Athlete Application in accordance with clause 6.1(a) of the NZOC / NSO Agreement.

9.2 **Athlete** means a person who wishes to be considered for nomination to the Games Team.

9.3 **Athlete Agreement** means the agreement that must be completed by any athlete wishing to be considered for nomination and selection to the Games Team in accordance with clause 6.1(b) of the NZOC / NSO Agreement.

9.4 **Athlete Application** means the form that must be completed by any athlete applying to be nominated and selected to the Games Team and which is attached as Schedule A to the NZOC / NSO Agreement.

9.5 **Board** means the Board of **[insert NSO]** as constituted under the Constitution.

- 9.6 **Chief Executive** means the Chief Executive Officer of [insert NSO] and includes his/her nominee.
- 9.7 **Constitution** means the Constitution of [insert NSO].
- 9.8 **Games** means the 2016 Olympic Games to be held in Rio de Janeiro, Brazil from 5 August 2016 – 21 August 2016.
- 9.9 **Games Team** means the New Zealand Team at the Games selected in accordance with the NZOC Selection Policy for the Games.
- 9.10 **Key Events** means an international, continental or national competition which is a major or pinnacle event for the sport or are at least the equivalent of a World Cup or World Championship, and have an equivalent field of competitors to that which is likely to occur at the Games.
- 9.12 **Nominated Athlete** means an Athlete who has been nominated to the NZOC by [insert NSO].
- 9.13 **Nomination Criteria** means the criteria made up of the Over-Riding Nomination Criteria and the Specific Nomination Factors, and is also referred to as “this Criteria”.
- 9.14 **Nomination Date** means the date, as specified by the NZOC (and includes any alternative date as agreed between NZOC and [insert NSO]), by which [insert NSO] must submit any Nominated Athletes to the NZOC.
- 9.15 **NSO** means a National Sports Organisation.
- 9.16 **NSO Selectors** means the selectors appointed by [insert NSO] in accordance with clause 2 of this Nomination Criteria.
- 9.17 **NZOC / NSO Agreement** means the agreement entered between NZOC and [insert NSO] for the Application, Nomination and Selection Process for the Games.
- 9.18 **Over-Riding Nomination Criteria** means the criteria set out in clause 4.2.
- 9.19 **Specific Nomination Factors** means the nomination factors set out in clause 4.3.
- 9.20 **Team** means 10 or more athletes (including reserves or substitutes) competing together in a Team Event.
- 9.21 **Team Event** means an event in the Games in which a Team competing in a game, race, heat or event can only win one medal.

OTHER APPLICABLE DOCUMENTS (all located at www.olympic.org.nz)

- Agreement between NZOC and NSO for the 2016 Olympic Games;
- NZOC Selection Policy;
- Athlete Application Form; and
- Athlete Agreement.

SCHEDULE D

BYE-LAW TO RULE 41 OF THE OLYMPIC CHARTER

Bye-law to Rule 41

1. *A competitor who is a national of two or more countries at the same time may represent either one of them, as he may elect. However, after having represented one country in the Olympic Games, in continental or regional games or in world or regional championships recognised by the relevant IF, he may not represent another country unless he meets the conditions set forth in paragraph 2 below that apply to persons who have changed their nationality or acquired a new nationality.*
2. *A competitor who has represented one country in the Olympic Games, in continental or regional games or in world or regional championships recognised by the relevant IF, and who has changed his nationality or acquired a new nationality, may participate in the Olympic Games to represent his new country provided that at least three years have passed since the competitor last represented his former country. This period may be reduced or even cancelled, with the agreement of the NOCs and IF concerned, by the IOC Executive Board, which takes into account the circumstances of each case.*
3. *If an associated State, province or overseas department, a country or colony acquires independence, if a country becomes incorporated within another country by reason of a change of border, if a country merges with another country, or if a new NOC is recognised by the IOC, a competitor may continue to represent the country to which he belongs or belonged. However, he may, if he prefers, elect to represent his country or be entered in the Olympic Games by his new NOC if one exists. This particular choice may be made only once.*
4. *Furthermore, in all cases in which a competitor would be eligible to participate in the Olympic Games, either by representing another country than his or by having the choice as to the country which such competitor intends to represent, the IOC Executive Board may take all decisions of a general or individual nature with regard to issues resulting from nationality, citizenship, domicile or residence of any competitor, including the duration of any waiting period.*

SCHEDULE E



New Zealand
Olympic Committee

NZOC ANTI-DOPING BY-LAW

This By-law was made by the NZOC Board to be effective from 10 November 2009. Subsequently it was updated by the NZOC Board on 14 December 2011.

Introduction

The New Zealand Olympic Committee ("**NZOC**") is responsible for developing and protecting the Olympic movement and its values in New Zealand in accordance with its Constitution of 27 April 2004 and the Olympic Charter. NZOC is also responsible for determining eligibility requirements and selection criteria for New Zealand teams for the Olympic Games and Commonwealth Games.

The NZOC is a Signatory to the World Anti-Doping Code ("**Code**"). It will carry out its responsibilities as provided by the revised 2009 Code. Drug Free Sport New Zealand ("**DFSNZ**"), the National Anti-Doping Organisation responsible for the implementation of the Code within New Zealand, has made the Sports Anti-Doping Rules (2009) ("**SADR**") under the Sports Anti-Doping Act 2006 to adopt and implement the 2009 Code within New Zealand.

Under the SADR, DFSNZ is responsible for the investigation of anti-doping rule violations and for presenting evidence in support of alleged anti-doping rule violations before the Sports Tribunal. The Sports Tribunal determines such allegations and imposes sanctions in accordance with the SADR.

National Sporting Organisations in New Zealand implement the Code by agreeing to the application of the SADR.

The NZOC has made this By-law to record the commitment of the NZOC to carry out its responsibilities under the Code, to require its member National Federations ("**Member Federations**") to agree to the application of the SADR and Code, and to support the role of DFSNZ and the Sports Tribunal which implement and apply the Code under the SADR in New Zealand.

Role of NZOC and Member Federations

1. NZOC has adopted the Code and will carry out its role and responsibilities as provided by Article 20.4 of the Code. It adopts and will apply the provisions of the Code in carrying out its functions under the Constitution, wherever that is required.

2. All Member Federations shall have anti-doping policies or rules which implement the SADR (as amended from time to time) or anti-doping policies or rules which comply with the Code and all Member Federations shall operate, at all times, in a manner which complies with the SADR and the Code.
3. NZOC and Member Federations will take all necessary steps to assist DFSNZ in the exercise of its functions under the SADR, and in relation to the implementation of the Code within New Zealand, and will render all necessary assistance in any investigation into any anti-doping rule violation carried out by DFSNZ under the SADR. NZOC will co-operate with national agencies and organisations and other anti-doping organisations to promote the operation of the Code.

Sample Collection and Registered Testing Pool

4. It shall be a condition of participation in the Olympic Games that all athletes who are not regular members of a National Federation are available for sample collection and to provide accurate up to date whereabouts information as part of a national registered testing pool during the year before the date of the commencement of the Olympic Games. Member Federations shall require all athletes who are to be put forward for selection for the Olympic Games who are not regular members to agree in writing to be available as set out above in this clause before the beginning of the calendar year immediately preceding the date of the commencement of the Olympic Games for which they are to be considered for selection.
5. The names of all athletes who are to be considered for selection for the Olympic Games shall be notified by List (commonly known as “the Long List” by Member Federations to DFSNZ and NZOC six months before the date of the commencement of the Olympic Games.
6. The requirements in clauses 4 and 5 above shall also apply in relation to participation and selection for the Commonwealth Games.

Procedure for Alleged Anti-Doping Violations

7. Where it is alleged that an athlete or any athlete support personnel has committed an anti-doping rule violation in the period of the Olympic Games or of the Commonwealth Games, the allegation shall be considered in accordance with the rules in force for the Olympic Games or for the Commonwealth Games.
8. Where it is alleged that an athlete or any athlete support personnel has committed an anti-doping rule violation outside the period of the Olympic Games or of the Commonwealth Games but during the term of any agreement between the NZOC and the athlete or athlete support personnel in relation to those Games, the allegation shall be determined in accordance with the anti-doping rules of the Member Federation (or such other anti-doping rules as are applicable). NZOC may take such additional steps that it considers appropriate under any agreement it has with that athlete or athlete support personnel.

9. Where it is alleged that an athlete or any athlete support personnel has committed an anti-doping rule violation outside the period of the Olympic Games or of the Commonwealth Games the allegation shall be determined in accordance with the anti-doping rules of the Member Federation (or such other anti-doping rules as are applicable).
10. The NZOC will recognise and respect all determinations by all Anti-Doping Organisations that a person has committed an anti-doping rule violation provided the finding is consistent with the Code and within the authority of the body concerned.
11. In the event that an athlete or athlete support personnel commits an anti-doping rule violation under the SADR or Code, any funding provided by the NZOC shall be withheld during any period of ineligibility.

SCHEDULE F

NZOC SELECTION POLICY RIO DE JANEIRO 2016 OLYMPIC GAMES



New Zealand
Olympic Committee

1 Introduction

- 1.1 The purpose of this Policy is to set out the principles which the NZOC will apply in selecting its team (“Games Team”) to represent New Zealand at the 2016 Olympic Games to be held in Rio de Janeiro, Brazil from 5 to 21 August 2016 (“Games”).
- 1.2 Performance at the Games represents the pinnacle of athletic achievement within the Olympic sports and this Policy reflects the need to ensure a high entry standard into the Games Team is maintained.
- 1.3 This Policy is to be reflected in the nomination criteria to be adopted by each National Sports Organisation (“NSO Nomination Criteria”) for all athletes wishing to be considered for nomination to the Games Team to compete in the Games.

2 The Process

- 2.1 The process for nomination and selection for the Games Team is set out in the Agreement between the NZOC and the NSO (“ANSP Agreement”) which will be available on the NZOC website at www.olympic.org.nz prior to 30 September 2014. The ANSP Agreement refers to and incorporates the NSO Nomination Criteria for the Games, to be agreed by the NZOC.

3 Over-Riding Selection Criteria

- 3.1 **Eligibility:** Any nominated athlete who wishes to be considered for selection to the Games Team must meet all eligibility requirements set out in the International Olympic Committee (IOC) Charter and rules applicable to the Games, this Policy, the ANSP Agreement, the NSO Nomination Criteria and any requirements of the International Federation (IF) of the sport.
- 3.2 **Criteria:** The NZOC will consider all eligible nominated athletes for selection in the Games Team against the criteria set out in this Policy for Individual Events and Teams Events respectively. The Criteria includes the criteria for Individual and Team Events set out below as well as the Other Factors listed in clause 4. The NZOC in its sole

discretion shall decide whether an athlete or athletes satisfy the definition of an Individual Event or a Team Event.

3.3 Individual Events:

3.3.1 Definition: For the purpose of this Policy, an “Individual Event” means:

- a. an event in the Games in which an athlete competes alone; or
- b. an event in which up to a maximum of 9 athletes compete together in the event (for example as a pair, crew, or relay team), and which is not a “Team Event” as defined in this Policy.

For example, in the sport of Rowing, an Athlete may compete in the singles, pairs 4’s and 8’s.

3.3.2 Criteria: Any nominated athlete (or athletes in the case of a pair, crew or relay team) seeking to be selected for the Games Team in an Individual Event(s) must demonstrate to the NZOC’s satisfaction that the nominated athlete(s):

- a. is or are capable of achieving a top 16 placing in the Games in that Individual Event, with the potential to win an Olympic Diploma (top 8 placing); and
- b. has or have a track record of sufficient quality and depth that the NZOC believes demonstrates the nominated athlete(s) will be competitive at the Games and will perform to the level specified in clause 3.3.2.a. in that Individual Event(s).

3.3.3 Evidence: To demonstrate satisfaction of the criteria by nominated athlete(s) for Individual Events in clause 3.3.2 above, satisfactory evidence must be produced to the NZOC by the NSO of the nominated athlete(s)’ performances and results in Key Events (see clause 3.5) in the Individual Event(s) at which they seek to be selected for the Games. This evidence shall include the performances and results of the likely competitors in the Individual Event(s) at the Games. This evidence may, at the NZOC request, also include an individual performance plan (“IPP”) approved by High Performance Sport New Zealand (“HPSNZ”) and/or the NSO for the nominated athlete(s) and evidence on the progress of the nominated athlete(s) against that IPP.

3.4 Teams Events

3.4.1 Definition: For the purposes of this Policy, a “Team Event” means an event in the Games in which 10 or more athletes (including reserves or substitutes) (“Team”) compete together in the game, race, heat or event and where the Team can only win one medal in that Team Event.

For example, Football, Hockey and Rugby Sevens.

3.4.2 **Criteria:** A nominated Team seeking to be selected for the Games Team must demonstrate to the NZOC's satisfaction that:

- a. the nominated Team is capable of advancing beyond the first round of competition, or is capable of achieving a quarter-final placing; and
- b. the athletes in the nominated Team have a track record of sufficient quality and depth that the NZOC believes demonstrates the nominated Team will be competitive at the Games and will perform to the level specified in clause 3.4.2.a. in that Team Event.

3.4.3 **Evidence:** To demonstrate satisfaction of the criteria for a Team Event(s) in clause 3.4.2 above, satisfactory evidence must be produced to the NZOC by the NSO of the performances and results of the nominated Team, in the Key Events (see clause 3.5). This evidence shall include the performances and results of the likely competitor teams in the Team Event at the Games. This evidence may include, at the NZOC's request, IPPs approved by HPSNZ and/or the NSO for the athletes in the Team and evidence on the progress of the athletes in the Team against their IPPs.

3.5 Key Events

3.5.1 **Definition:** For the purposes of this Policy, "Key Events" means international or continental events that have an equivalent field of competitors to that which is likely to occur at the Games. Where applicable, world rankings may be included as a benchmark performance indicator for selection.

Examples of "Key Events" include World Cups, World Championships and Oceania Championships (where the Oceania Championships form part of the IF qualification events).

3.5.2 The Key Events must be agreed between the NSO and NZOC and be listed in the NSO Nomination Criteria. Generally, the Key Events must be held within the 24 month period prior to the commencement of the Games or as otherwise agreed between the NZOC and the NSO and listed in the NSO Nomination Criteria.

4 Other Factors

4.1 The selection of nominated athlete(s) or Teams into the Games Team may be based on not only the sports performance of the nominated athlete(s) or Teams, but also on the athlete's or Team's ability to serve as an example to the sporting youth of New Zealand. Any actions of nominated athlete(s) or Teams that reflect badly upon or which have brought the NZOC or any Games sport into disrepute (or which has the potential to do so) can be taken into account when assessing the

suitability of any athlete, or Team, to be selected by the NZOC for the Games Team.

- 4.2 In considering the performance of nominated athlete(s) and Teams at Key Events, the NZOC may in its sole discretion take into account extenuating circumstances and therefore waive or vary some or all of its criteria. NSO's must supply detailed evidence to support consideration of extenuating circumstances under this clause. For the purpose of this Policy, "extenuating circumstances" means the inability of an athlete or Team to compete or perform to an optimum level due to factors such as:
- a. injury or illness of an athlete;
 - b. equipment failure;
 - c. travel delays;
 - d. bereavement or personal misfortune; and
 - e. such other circumstances as the selectors reasonably consider constitute "extenuating circumstances".
- 4.3 The Games Team must operate as a harmonious and constructive unit and the NZOC may therefore also take into consideration any history of ability (or inability) of any nominated athlete or Team to conduct themselves appropriately in a team environment.
- 4.4 The NZOC will only select nominated athletes and Teams to the Games Team who have fully complied with the NZOC Anti-Doping By-Law (as per clauses 4, 5 and 6 of that Policy) including:
- a. for those athletes who are NOT regular members of a National Federation, being available for sample collection and providing accurate, up to date whereabouts information as part of a national registered testing pool during the year prior to the date of commencement of the Games and notified to DFSNZ by the NSO;
 - b. being included on the list of athletes that are to be considered for selection to the Games (maintained by the NZOC and notified to DFSNZ, known as the "Long List") six months before the date of commencement of the Games.

5 Additional Matters

- 1.1 **Qualification:** The mere fact that a nominated athlete or Team has qualified a placing for an event at the Games will not guarantee selection of the nominated athlete or the Team into the Games Team.

- 5.2 The NZOC will not be obliged to accept places in the Games offered by the IOC (e.g. universality places, quota places or invitation places) or IF. Any such acceptance will be solely at the discretion of the NZOC and in accordance with this Policy.
- 5.3 The NZOC have determined that the following individuals will act as selectors on its behalf under this Policy:
- **Simon Wickham;**
 - **Tony Hall; and**
 - **Mike Kernaghan**
- 5.4 The Board of NZOC reserves the right to amend this Policy from time to time in its sole discretion, where it considers there is a genuine and reasonable need to do so.
- 5.5 Any variation to the adherence to this policy is at the sole discretion of the Board of NZOC.

Approved by the NZOC Board – 17 October 2013