

BYLAW	Governance
TITLE:	Team Officials Bylaw
AREA:	Governance
RESPONSIBILITY:	Chief Executive Officer
DATE APPROVED:	16 th June 2010
APPROVED BY:	Paddle Australia
NEXT REVIEW:	

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1. DESCRIPTION

- 1.1. The Board of Paddle Australia Ltd (PA) adopted this Bylaw on 7 March 2002 under Rule 26 of the PA Statement of Purposes and Rules and amended it under rule 34.1 of the current Constitution. The Bylaw sets out the obligations of any person who is selected to become a Team Official of any team or squad established by PA.
- 1.2. PA is the body recognised by the International Canoe Federation ("ICF") as responsible for the accreditation and participation of representatives from Australia in canoeing competitions conducted overseas and in Australia.
- 1.3. This Bylaw applies to any person who has been selected to:
 - a) Become a Team Official for an Australian team or squad;
 - b) Participate as an official in a PA Training Camp (whether or not they are a member of any team or squad).

Unless otherwise determined by PA in writing.

2. DEFINITIONS

In this Bylaw, the following terms have the meanings indicated, unless the context requires otherwise:

“CEO”	means the Chief Executive Officer of PA, and includes any person from time to time authorised by the Chief Executive Officer of PA.
"Discipline"	means the canoeing disciplines such as Slalom Racing, Sprint Racing, Marathon Racing, Canoe Polo, Freestyle and Wildwater Racing.
“Disciplinary Tribunal”	means the disciplinary tribunal convened under the PA Disciplinary Bylaw and/or Member Protection Bylaw.
“Head of Delegation”	means a person appointed by the CEO to lead the applicable Team.
“National Sponsors”	means any sponsor of PA.
“NPD”	means the National Performance Director of PA
“Selection Panel”	means the panels of persons determined under clause 6 and who on behalf of PA select Team Officials in the relevant Teams in accordance with this Bylaw.
"Team"	means the team and/or squad to which the Team Official has been selected.
“Team Event”	means any camp, race, match or competition where the Team Official participates as a member of the Team.
“Team Member”	means an athlete or Team Official selected by PA as a member of a particular Team.

“Team Management” includes the CEO and Team Officials.

“Team Official” means a person who has been appointed by the Selection Panel to be a team manager, assistant team manager, chaperone, coach, gear steward, head coach, Head of Delegation, massage therapist, medical practitioner, nutritionist, physiotherapist, psychologist, sports scientist, technician or other official for any Australian Team.

3. CHANGES TO THIS BYLAW

- 3.1. The Board of PA may change this Bylaw from time to time, provided that it shall provide as much notice of such change as is possible to all affected Team Officials and others as determined by the Board.
- 3.2. The CEO will take reasonable steps to give written notice to Team Officials affected by any amendments and/or supplements to this Bylaw. It is the responsibility of the Team Official to nominate an address for communications and to keep PA notified of any change to that address.
- 3.3. Apart from any other steps the CEO may take, he/she will be deemed to have complied with clause 3 if he/she posts written notice to the address last notified to PA by the Team Official and on the PA website.

4. TERM

- 4.1. This Bylaw applies to a Team Official from the time of the Team Official’s selection in the Team and continues for a period of 12 months after the completion of the last Team Event, unless membership of the Team is terminated earlier under clause 11 (“Breach and Termination”).
- 4.2. Notwithstanding clause 4, clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** will continue to apply after the Team Official's role as a Team Official is terminated or otherwise ends.

5. SELECTION OF TEAM OFFICIALS

- 5.1. To be eligible to be selected as a Team Official, all applicants must:
 - a) complete and sign the applicable Expression of Interest form;
 - b) be at least 18 years of age;
 - c) be suitable and qualified to fill the required positions;
 - d) have capabilities, skills and experience which accord with the requirements of PA advised from time to time;
 - e) be able to work efficiently and harmoniously with the CEO, NPD, other PA staff and Team Officials of the relevant Team; and

- f) be able to travel to Team Events on the same dates and in the same manner as other Team Members.
- 5.2. Following receipt of Expressions of Interest, PA will forward all such documents to the Selection Panel.
- 5.3. Expressions of Interest will close on the 2nd Friday of November annually. PA in its absolute discretion may except submissions after this date.
- 5.4. The selection by PA of Team Officials to any Team will be solely conducted and determined by PA in its absolute discretion.
- 5.5. The selection of each Team Official will be conditional upon them signing the applicable Team Official Acknowledgement.
- 5.6. There is no appeal against any Team Official's selection or non-selection by PA.

6. SELECTION PANEL

- 6.1. There shall be a Selection Panel for each Discipline. Each Selection Panel shall be appointed by the CEO in consultation with the NPD and comprise up to three persons, which may (but need not) include the CEO or his/her representative, a Technical Committee representative/s, the NPD or the national coach of the relevant Discipline. The CEO shall appoint one of the members of each Selection Panel to be the Chair of that Panel.
- 6.2. The CEO shall appoint the members of each of the Selection Panels after considering any recommendations made by the PA Technical Committee and the NPD or national coach responsible for the relevant Discipline. The CEO is not required to give reasons for his/her decision.
- 6.3. When selecting Team Officials, the Selection Panel will inform the CEO of its decision and the CEO will, provided the CEO determines that due process has been followed, publish the decision on the PA website.
- 6.4. The Selection Panel is not required to give reasons for its decision.

7. WHAT PADDLE AUSTRALIA PROVIDES

PA may, in its absolute discretion, provide the Team Official as a member of the Team with the following benefits:

- 7.1. Transport, accommodation, food and other items as determined by PA on designated Team tours and activities.
- 7.2. Administrative support to enable the Team Official to participate in Team Events, including accreditation and obtaining access to venues.
- 7.3. Equipment considered necessary from time to time.
- 7.4. Team uniform and other items of clothing considered necessary for the Team Official to travel to and from and participate in any Team Event, and for other specified occasions.
- 7.5. Travel Insurance.

8. TEAM OFFICIAL'S OBLIGATIONS

The Team Official will:

- 8.1. Remain a registered PA member as defined in the PA Constitution.
- 8.2. Obey all reasonable directions given by the CEO and Head of Delegation and any person appointed to implement those directions and shall comply with and observe the Constitution, Bylaws and regulations and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee of PA;
- 8.3. Conduct him/herself in a proper manner to the absolute satisfaction of PA.
- 8.4. Not enter into any contract, arrangement, or understanding that would prevent the Team Official from complying with this Bylaw.
- 8.5. Wear only official Team uniform and clothing as provided by PA when travelling to and from and participating in a Team Event.
- 8.6. Comply with the PA Member Protection Bylaw, including any relevant Codes of Ethics set out in the Member Protection Bylaw.
- 8.7. Not accept, give or be involved in any way in any inducement or bribe in relation to the performance of any athlete or the Team.
- 8.8. Notify PA of his/her travel itinerary particularly highlighting any areas where the itinerary differs from that of the Team.
- 8.9. Irrevocably submit himself or herself to the authority of PA's Disciplinary Tribunal, and abide by any decision of the Disciplinary Tribunal properly reached in accordance with the provisions of PA Disciplinary Bylaw and/or Member Protection Bylaw.
- 8.10. If and when requested to do so by the CEO, pay to PA any amounts in relation his or her own preparation for and participation in a Team Event. Upon receiving a request from PA, such monies must be paid prior to departure for any Team Event.
- 8.11. Observe and comply with PA's Anti-doping Bylaw, the ICF, ASC and AOC Anti-Doping Policy's (however named) including submitting to the penalties ordered by either or all of these policies/bylaws.
- 8.12. Observe and comply with any other PA Policy or Bylaw, for example finance policies and other policies outlined in the Team Managers Manual issued by PA from time-to-time.

9. PROMOTION AND PUBLICITY

9.1 MEDIA

- a) The Team Official must at all reasonable times when requested to do so by PA, give interviews to television, radio, newspaper, electronic media or magazine journalists.
- b) If the Team Official is a coach, then during such interviews the Team Official may discuss his or her own athlete's, crews', or team's performance, but must not under any circumstances discuss the performance of any other athlete, crew or team or make any comment in relation to the policies, management or Discipline of the Team or of PA.

- c) If the Team Official is the Head of Delegation or the Team manager, then during such interviews the Team Official may discuss the performance of the Team as a whole.
- d) If the Team Official is neither Head of Delegation, Team manager or coach then they must refer all media questions to the Team manager, applicable coach or Head of Delegation.
- e) The Team Official must not write or cause to be written (whether or not under his or her own name) or permit to be published articles to the press or engage in any other media or internet broadcast or posting or give any interviews to the press in the course of which the Team Official is, in the opinion of the CEO, abusive or defamatory of PA, Team Management, opponents, event hosts, fellow Team Members, or which brings or is likely to bring PA, Canoeing or his/herself into disrepute.

9.2 USE OF PERSONALITY

The Team Official grants PA the non-exclusive right to use, and to authorise any other person to use, the Team Official's name, image, likeness, reputation and other indicia of identity ("Personality") for commercial and promotional purpose, including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing.

9.3 PROMOTIONAL ACTIVITIES

The Team Official will make himself or herself available on reasonable notice to participate in all sponsorships, endorsements, personal appearances, advertising and other marketing activities ("Promotional Activities") arranged to promote National Sponsors or PA (except where they conflict with any pre-existing contract entered into by the Team Official the existence of which is notified to PA upon selection to the Team).

PA may require the Team Official to wear the Team uniform or any other relevant items of clothing during Promotional Activities.

The Team Official will participate in Promotional Activities as directed by PA at no cost or charge to PA other than reasonable expenses (as determined by PA) incurred by the Team Official in participating.

9.4 NO CONFLICTING SPONSORS

If the Team Official obtains the prior written approval of the CEO, PA will not prevent the Team Official from appearing and participating in any Promotional Activities for the Team Official's sponsors, providing:

- a) the products or business of the Team Official's sponsors do not conflict with or prejudice the products or business of National Sponsors;
- b) the products or business of the Team Official's Sponsors do not suggest an association with PA and do not bring or are not likely to bring PA, the sport of canoeing or his/herself into disrepute; and
- c) the Promotional Activities do not conflict with any required Team commitment (including, but not limited to, training, Team meetings, Team selection events, social functions and Team Events).

Subject to this clause, the CEO will not unreasonably withhold his or her approval.

9.5 INTELLECTUAL PROPERTY OF PA

The Team Official must not use any intellectual property of PA including, but not limited to, any registered or unregistered trade mark, logo, design or any item of PA uniform or apparel or any component of any of them, without the prior written consent of the CEO.

9.5 ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- a) To the extent the Team Official has any, the Team Official assigns to PA all intellectual property rights arising out of the use of the Team Official's Personality or any Promotional Activities undertaken by the Team Official on behalf of the National Sponsors or PA.
- b) PA may use any films or photographs of the Team Official made by or for PA for any purpose including, but not limited to, event entertainment packages, promotional materials, coaching and development materials and for publication in any PA magazine or on the PA website.

10. RELATIONSHIP BETWEEN ATHLETES AND TEAM OFFICIALS

- 10.1. PA takes the view that intimate sexual relationships between Team Officials (especially coaches) and adult canoeists, while not against the law can have harmful effects on the individual canoeist involved, on other canoeists and officials and on canoeing's public image. Such relationships are a danger because there is usually a great disparity between a Team Official and a canoeist in terms of authority, maturity, status and dependence. Because there is always a risk that the relative power of a Team Official has been a factor in the development of such relationships, PA takes the position that such relationships should be avoided by Team Officials at all levels. The Team Official is responsible for setting and maintaining appropriate boundaries between himself or herself and his or her athletes.
- 10.2. Should a sexual relationship develop between a canoeist and a Team Official, PA will investigate and take action in accordance with the PA Member Protection Bylaw and may impose sanctions against the Team Official in accordance with this Bylaw. Such action could include reassignment, or if this is not feasible, a request for resignation or dismissal from the Team.
- 10.3. In the event that the Team Official and a canoeist are married to each other (or in a de facto relationship) then PA will use its discretion as to accommodation arrangements whilst representing the Team in any Team Event away from their home.
- 10.4. In the event that a canoeist attempts to initiate an intimate sexual relationship, a Team Official must take personal responsibility to discourage such relationship, explaining the ethical basis for such action.
- 10.5. The law is always the minimum standard for behaviour within PA and sex with a minor is illegal.

11. BREACH AND TERMINATION

- 11.1. In the event of any breach of this Bylaw, the Team Official will be liable to any of the following sanctions at the discretion of the CEO:
 - a) caution or reprimand;

- b) suspension or termination of membership of the Team (including sending the Team Official back to his or her usual residence at the Team Official's expense);
- c) withhold and/or forfeit from the Team Official any sum of money (including reimbursement of expenses) which would otherwise be payable under this Bylaw;
- d) restrict or withhold any benefit the Team Official is entitled to under this Bylaw; or
- e) a request to appear, as soon as is practicable, along with an advocate or representative at the Team Official's expense before PA's Disciplinary Tribunal.

During any period of suspension the Team Official continues to be bound by this Bylaw.

11.2. PA may dismiss the Team Official from the Team and terminate his/her entitlement to any benefits the Team Official is entitled to under this Bylaw if the Team Official:

- a) is in breach of any provision of this Bylaw and/or any other PA Bylaw;
- b) engages in conduct or any activity (whether or not publicly known) which in the sole discretion of PA will or is like to bring the Team Official, the sport of canoeing, any sponsor, the Team, PA (including its agents and employees) or the ICF into disrepute or censure (or will or is likely to do so were the conduct to be publicly known); or
- c) has an illness or injury which in the CEO's opinion prevents the Team Official from fulfilling his/her responsibilities.

PA shall notify the Team Official in writing of the alleged breach or grounds upon which it is proposed that his/her role as Team Official is to be terminated. The Team Official shall be given a reasonable opportunity (not being less than seven days) to provide reasons why s/he should not be withdrawn.

11.3. The Team Official may retire or withdraw from the Team by giving no less than fourteen days written notice to the CEO.

12. EXCLUSION OF LIABILITY

12.1. PA (including its directors, managers, employees, agents and independent contractors) will not be responsible or liable for any claim by any person whether in contract, tort, negligence or under any statute to the extent permitted by law for:

- a) any injury, illness or other mishap howsoever caused which may be suffered by the Team Official; or
- b) loss or damage to any property of the Team Official,

in either case arising directly or indirectly out of this Bylaw or his/her role as Team Official, including but not limited to, any travelling, disciplinary action, selection decision, competition, training or function of whatsoever nature.

12.2. The Team Official indemnifies and releases and at all times indemnifies and releases PA (including its directors, managers, employees, agents and independent contractors) from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by the Team Official or taken or made against PA in connection with, or arising out of any loss, damage or injury except to the extent that it is due to the gross negligence on the part of PA.

13. DISPUTES

Pursuant to PA's Selection Procedures Bylaw, each party will first attempt to resolve any dispute arising from this Bylaw by consultation and mediation. Only if consultation and mediation is unsuccessful will the dispute or grievance procedure set out in PA's Member Protection Bylaw apply.

14. REASONABLE RESTRICTIONS

This Bylaw may restrict the Team Official's freedom to exploit his or her Personality. By agreeing to be a Team Official he/she acknowledges and agrees that such restrictions are necessary and reasonable to protect the source of revenue from the Promotional Activities of PA and National Sponsors, which are necessary to ensure the continued financial support of PA and to enable it to fulfil its obligations to assist the Team to prepare for and participate in Team Events and to promote and develop canoeing throughout Australia.

15. PROPER LAW

This Agreement is governed by the laws of the State of New South Wales.

16. ACKNOWLEDGEMENT

The Team Official agrees to abide by the terms and conditions of this Bylaw and acknowledges such agreement by signing the Expression of Interest form as required to be eligible for selection to a Team or Squad. Failure to sign the applicable Team Official acknowledgement will result in the applicant being ineligible to be a Team Official or will constitute a withdrawal from the Team.

17. INTERPRETATION

Unless the context otherwise requires, the terms used in this Bylaw shall have the same meaning as in PA's Constitution.

Adopted by the Board of PA on 7 March 2002 (Version A)

Amended by the Board on 16 December 2009 (Version B)

Amended by the Board on 16 June 2010 (Version C)