

CEFF

Confederation of English Fly Fishers
www.ceff.org.uk

Team Agreement for International Competitors 2008 - 2009



CONFEDERATION OF ENGLISH FLY FISHERS

Agreement: International Competitors

This agreement is made between the **Confederation of English Fly Fishers** known hereinafter and referred to as the “**CEFF**” and

..... (hereinafter referred to as “**Team Member**”)

This Agreement and any schedules appended hereto set out the rights and obligations of any person who agrees to become a member of any team established by the CEFF.

The rules are designed to cover attendance at events when representing any CEFF Team and general conduct when on assignments connected with or resulting from being a member of any CEFF Team.

The rules constitute a legally binding agreement between CEFF and the Team Member and so should be fully understood and acceptable to any person wishing to become a Team Member.

1. In consideration of the obligations of the CEFF the Team Member accepts the selection and any obligations as defined in Schedule 1. The CEFF obligations are set out in Schedule 2.
2. The administration of the Team shall be the responsibility of the Team Manager (Coach if applicable) under the general direction of the Executive Officers of the CEFF. In turn they will be accountable in accordance with the CEFF Constitution.
3. Disciplinary procedures are set out in Schedule 3.
4. The laws of England and Wales shall govern this Agreement.
5. It should be understood that the CEFF's Officers / Federation & Association Delegates will have the final say in all matters of policy, finance and / or where the reputation of the CEFF may be jeopardised.
6. This Agreement shall expire on 1st November, in the year following the date herein with the exception of those areas covered by Intellectual Property (Clause 5) and Confidentiality/Non Disclosure (Clause 6) which shall remain in full force and effect subject to the limitation periods of 3 years and 2 months respectively

TEAM MEMBER'S SIGNATURE:

TEAM MEMBER'S NAME: **DATE:**

TEAM:
(Block Capitals)

SIGNED ON BEHALF OF CEFF:

NAME: **DATE:**

TITLE:
(Block Capitals)

SCHEDULE 1

Team Members General Obligations:

1. Team Members shall: –

- a) Comply with all directions issued by the Team Manager / Executive Officers of the CEFF.
- b) Having been invited to join a Team practice, training session or publicity/fundraising event; attend such sessions promptly and fully. Should there be circumstances that prevent this; the Team Member **MUST** inform the Team Manager at the earliest possible opportunity. For the avoidance of doubt, the CEFF **expects and demands** full teamwork and team participation by all Team Members and that any failure to comply with this obligation will be dealt with under the disciplinary code.
- c) **NOT** be involved in any activity or conduct likely to bring him / her; the CEFF, or the sport of angling into disrepute.
- d) **NOT** be involved in any activity or conduct likely to harm the reputation of any CEFF sponsor or the CEFF's relationship or contractual obligations with a sponsor.
- e) **NOT** use their position as a Team Member for any personal promotion and particularly where this is in conflict with the aims and objectives of the CEFF. [Please refer to the Non-disclosure/Confidentiality Schedule 1 Clause 6 for more detailed information]

The CEFF for its part shall ensure that Team Members are made aware of whom its sponsors are. The purpose of Rules 2 & 3 is to ensure that the CEFF's ability to raise funds to finance the Team and any support services is not compromised.

2. CEFF Sponsorship and use of Team Members Individual Identity.

- a) The Team Member must be available for events, interviews, photographs etc as and when reasonably required in the presence of and / or authorised by the Team Manager and / or Executive Officers of the CEFF.
- b) The Team Member accepts that the CEFF and / or its Team sponsors has the exclusive right to use such opportunities for the promotion of events in which the Team is participating, it's training and in any reports prepared by the CEFF.

3. Sponsorship and Team Clothing / Luggage: Team Members agree –

- a) To wear / use only the sports clothing / luggage approved by the CEFF and / or Team sponsor at all times when the Team is training, in competition, award ceremonies, photo sessions, press conferences, television interviews or any other occasion connected with the Team as designated by the Team Manager and / or Executive Officers of the CEFF.
- b) That whilst participating in any event, medal ceremony, press conference, photo session or other official event connected with the Team, the use of ANY sports equipment not approved by the CEFF / Team Sponsor is only acceptable subject to prior agreement with the Team Manager and / or Executive Officers of the CEFF.

This does not preclude a Team Member from being involved with personal sponsorships outside of the Team. However it is assumed that some personal sponsorship will have arisen as a direct result of that Team Member's involvement in the Team. There will be NO exposure of a Team Member's personal sponsor when on Team assignments

- c) Where a Team Member has such a personal sponsorship it is his / her responsibility to inform such sponsor of his / her contractual obligations to the Team.

- d) To keep all Official Team clothing or equipment as supplied to them and / or authorised by the CEFF and / or Team sponsor in good condition without any modifications, attachments and to ensure that the CEFF's and Team sponsors name is clearly visible at all times.

4. Medical Issues & Travel Insurance.

- a) Team Members must disclose at the earliest opportunity to the Team Manager any illness or injury likely to prejudice their full participation in any Team activities. If he has any doubts about a Team Member's health the Team Manager has the right to insist on a medical examination.
- b) If a Team Member, who is already at the Team residence for an event or training, is then declared unfit to participate he may be sent home.
- c) Any costs incurred in the above process will be borne out of Team funds.
- d) Any Team Member becoming unfit through drugs / alcohol will be subject to the appropriate disciplinary code as set out in Schedule 3.
- e) Insurance and specifically travel insurance and medical cover are the responsibility of the Team Member when travelling outside the UK. It is the Team member's responsibility to ensure that they have arranged any necessary personal travel and medical cover required together with the European Health Insurance Card (EHIC) for travel within the European Union.

5. Intellectual Property

- a) The parties entering this agreement hereby agree that all title and ownership of or relating to any intellectual property, including but not limited to, ideas, inventions, discoveries, creations, improvements or any other property subject to patent or copyright protection or intellectual property rights as developed or resulting from work under this agreement, either directly or indirectly, shall vest solely in the CEFF unless otherwise agreed to in writing by the parties. Any rights to jointly develop intellectual property shall be set forth, separately in writing and agreed upon by both parties. The rights vested to the CEFF under this clause shall remain in full force and effect for a period of not less than 3 years.

6. Confidentiality and Non-Disclosure

The parties entering this agreement hereby agree that all information concerning methods, tactics, flies and tackle generated by individual team members or arising from the team practice sessions or official competition practice and during the competition will remain confidential to the Team Members and CEFF Officials and shall vest solely in the CEFF and shall not be disclosed to any third parties, unless otherwise agreed to in writing by the CEFF. The rights vested to the CEFF under this clause shall remain in full force and effect for a period of not more than 2 months following the date of the official competition to which this Agreement relates.

SCHEDULE 2

Team Member Benefits:

1. The CEFF will provide each Team Member with –
 - i) Training and support as deemed appropriate and necessary.
 - ii) Public liability insurance, accommodation, travel and meals in respect of Team events (N.B. Team Members will be expected to contribute where the costs exceed the CEFF budget particularly in light of the limited CEFF finances available).
 - iii) Administrative support and media contact advice.

- iv) Team clothing etc., when available, sufficient to enable the Team Member to comply with their obligations as set out in Schedule 1. Ownership of all supplied Team clothing remains with the CEFF
 - v) Reimbursement of any reasonable expenses incurred whilst fulfilling their obligations as set out in Schedule 1 in accordance with current CEFF policy.
2. Where a Team Member shall at their own request, and with the agreement of the Team Manager, have 'signed – off' from the Team they will immediately relinquish any rights and / or privileges previously enjoyed as a member of the Team.
 3. Similarly any Team Member choosing to temporarily 'sign – off' from the Team shall have all such rights and privileges suspended. In this case all obligations set out in Schedule 1 shall continue to apply.

SCHEDULE 3

Disciplinary Code

Responsibility for all disciplinary matters shall be the responsibility of the Team Manager. Where further reference is needed the Team Manager should refer the matter to the Executive / CEFF Officers in attendance.

If the issue still remains unresolved then it will be referred to the CEFF International Committee for determination.

If a disciplinary issue arises during an event and cannot be resolved by the Team Manager / then it should be referred to the CEFF Officer(s) attending where a collective decision will be made.

The following issues may merit disciplinary action –

- i) Failure to attend a training session without good reason.
- ii) Activity / conduct likely to bring the CEFF, its sponsors and, or the sport of angling into disrepute.
- iii) Failure to attend events when so requested.
- iv) Any contravention of the sponsorship and team clothing Rules as set out in Schedule 1.
- v) Any contravention of the Rules relating to medical issues
- vi) Any contravention of CEFF's Intellectual Property rights
- vii) Any contravention of CEFF's Confidentiality and Non-Disclosure rights

Disciplinary action which may be considered appropriate shall include de-selection, suspension and in extreme circumstances dismissal which includes the sending home of a Team member.

For clarification, such action may be implemented by the Team Manager having regard to and subject to such action being in accordance with the CEFF's formally adopted Disciplinary Procedure which includes a proper appeal mechanism detailed in the CEFF Constitution.