

TEAM MARIANAS

ATHLETES AND OFFICIALS AGREEMENT

Your selection as a member/official of Team Marianas to the [EVENT] is conditional upon you entering into this Agreement and observing its terms.

This is a legally binding document. Therefore, you should read this document carefully so as to understand it and if necessary seek independent legal advice. The undersigned will be happy to clarify any details and supply copies of any documents referred to in this Agreement prior to you signing.

Athletes should retain a copy of this Agreement for their records, sign the other and return it ***no later than [DATE]*** to:

Ms. Rose Igitol
Secretary General
C/- NMASA
PO Box 5222 CHRB
Saipan, MP 96950
rose.igitol@yahoo.com

Interpretation

1. In this Agreement unless the contrary intention appears:

the singular includes the plural and vice versa;

the masculine includes the feminine and neuter and vice versa;

“Athlete” means the Athlete listed on page 1 of this Agreement.

“[EVENT]” means the Competition or Games stated on page 1 of this agreement.

“Competition period” means from the time and date on which the Athlete or Official leaves his/her place of domicile in the Commonwealth of the Northern Mariana Islands to travel to the [EVENT] and the time and date on which she/he returns to his/her place of domicile in the Commonwealth of the Northern Mariana Islands. This will include the flights to and from the Location of the Competition (as defined on page 1 of this Agreement) and bus or other travel to the Athlete or Official’s place of domicile in the Commonwealth of the Northern Mariana Islands.

“Official” means Official listed on page 1 of this Agreement.

“Team Marianas” means the team selected by NMASA to represent the Northern Mariana Islands in the [EVENT] listed on page 1 of this Agreement.

1. INTRODUCTION

I hereby agree that this Agreement covers the conditions by which I am selected as a member of **Team Marianas** for the [EVENT]. I acknowledge that my selection and continued membership of the team is conditional upon my entering into this Agreement and observing its terms and conditions.

2. PERIOD OF AGREEMENT

(a) This agreement shall take effect from:

- (i). the receipt by NMASA of this agreement signed by me; and
- (ii). my selection as a member of Team Marianas

(b) For the purposes of this Agreement, the Agreement shall remain in effect during the Competition Period as defined on page 3 of this Agreement.

I acknowledge that the Northern Marianas Amateur Sports Association. ("NMASA."), is bound to observe Constitutions and Charters from other sporting bodies. The signatories to this agreement are also bound to observe such Constitutions and Charters and some provisions from such Constitutions and Charters have been incorporated in this agreement. I undertake to comply with the terms of all relevant Constitutions and Charters.

ATHLETE BENEFITS

3.1 As a participating member of Team Marianas, I acknowledge that I am entitled to receive the following benefits from NMASA. However, if I am listed as a "Reserve", I agree that the following benefits shall not apply to me.

- (a) Accreditation for the period of the [EVENT] with administration and technical support from Team Marianas.
- (b) Access to preparation and training facilities as per relevant plans for my particular sport.
- (c) Access to free medical and physiotherapy treatment by Medical Team and facilities in the Games Village as per Accommodation Policy and, where or when available, at other [EVENT] venues.
- (d) Travel to and from the [EVENT] (by the most direct route to and from my usual place of domicile), and ground transport as determined by NMASA and/or Team Marianas Management. Such travel will be in most circumstances on arrangement done in order to comply with Team Marianas' sponsorship arrangements.
- (e) Village accommodation in accordance with the applicable Accommodation Policy adopted by NMASA.
- (f) Team Marianas uniforms.
- (g) Public relations and media and sponsorship advice and direction from the NMASA upon execution of this Agreement.

Insurance

- (a) Athletes and officials will receive insurance cover for the competition period, as defined in the Insurance Cover as prescribed in Schedule 1.
- (b) The athletes and officials' Insurance Policy will cover travel to and from the [EVENT] and personal accident and injury for the competition period, including whilst training/competing or participating in the [EVENT] and including transfers to and from the Games Village to sports centres.
- (c) The level of insurance cover is set out in Schedule 1 as attached.
- (d) I will abide by the terms and condition laid in the insurance policy during the competition period.
- (e) I agree that NMASA's limit of liability shall be no more than that prescribed in Schedule 1. I may take out any additional insurance cover, if I so desire.

3.3 Uniforms

I hereby acknowledge the provision of the following uniforms:

- (a) I will abide by the instructions given by the NMASA or Team Marianas Management to wear appropriate specified clothing for the duration of the [EVENT].
- (b) I agree to wear team clothing (including uniforms, accessories, equipment and footwear) supplied by NMASA in all accredited venues and at all other times. I will not wear any clothing with advertisement contradicting any of NMASA's guidelines or directives or any other relevant constitution or charter.
- (c) I will wear the COMPETITION UNIFORM as approved by NMASA (Schedule 2) for the duration of the competition period.

4.0 OBLIGATIONS

As a member of Team Marianas I agree to:

- (a) Observe and comply with this Agreement;
- (b) Observe and comply with all reasonable directions given by NMASA and Team Marianas Management, through its [PERSON/POSITION] and any persons appointed by him/her
- (c) Observe the team protocol as may be given from time to time
- (d) Not comment, issue, authorise, offer or endorse any public criticism or statement designed to have a prejudicial effect on interests of the Games, Team Marianas, NMASA or related or affiliated body

- (e) Conduct myself in such a manner as to achieve and maintain my best possible physical fitness and health and to carry out my duties to NMASA and Team Marianas to the best of my ability
- (f) Observe the rule that all competitors in the [EVENT] shall respect the spirit of fair play and non-violence, and behave accordingly on the sports field
- (g) Live in the [EVENT] Village for the duration of the [EVENT] as per the Accommodation Policy unless I obtain written permission from the Chef de Mission to live outside the [EVENT] Village
- (h) Sign all and any documentation required by NMASA including an Entry and Eligibility Conditions Form (if necessary)
- (i) Undertake to meet the requirements of NMASA in respect of sponsorship and marketing arrangements and I will not enter into any sponsorship arrangements and/or promote my existing sponsors for the period preceding the [EVENT] and during the competition period which shall include any activity relating to the [EVENT].
- (j) Undertake to develop, implement and observe time frames and adopt measures to focus into achieving the set targets for myself.
- (k) Ensure that I have a positive approach and be motivated into performing with distinction in my sport.
- (l) Comply with the requirements stipulated in the [EVENT] Constitution and other rules and regulations of NMASA, and that my conduct on and off the field will measure up to the honour bestowed upon me as a representative of the Commonwealth of the Northern Mariana Islands and any reasonable directives of Team Marianas Management.

5.0 BEHAVIOUR

5.1 As an Athlete or Official and as a member of Team Marianas, I hereby agree to:

- (a) Conduct myself in a proper manner and to a standard approved by the [PERSON] and NMASA.
- (b) Maintain a professional image and behaviour at all times so as not to bring myself, NMASA or Team Marianas into disrepute.
- (c) Refrain from consumption of or being under the influence of alcohol, yaqona, drugs, smoking or any prohibited substance:
 - i) While engaged in any Team Marianas activities during preparation period leading to the [EVENT].
 - ii) At any time from the date of departure from my usual place of domicile in the Commonwealth of the Northern Mariana Islands prior to the [EVENT] until the date of arrival back at my usual place of domicile in the Commonwealth of the Northern Mariana Islands, following the [EVENT], including: -
 - A. the competition period.

- B. any time while wearing Team Marianas uniform or Accreditation in any location at any time.
- C. at any competition venue or [EVENT] Village or on [EVENT] transport or at any [EVENTS] functions or ceremonies.

5.2 I shall comply with any Team Marianas Behaviour policy implemented by Team Marianas Management.

6.0 DOPING

6.1 I will abide by the rules and refrain from using illegal substances or follow procedures prohibited by the rules of any relevant charter of constitution, or policies or guidelines of all applicable International Federations and NMASA. I will also respect and comply with all aspects of the World Anti-Doping Agency (WADA).

6.2 I agree not to use, or have in my possession, or attempt to traffic a prohibited substance.

6.3 I confirm upon signing this agreement that I have not breached, within the previous 24 months, the World Anti-Doping Agency Code.

6.4 I understand that there will be zero tolerance level for the use or possession of illegal drugs.

7.0 MEDICAL

7.1 I undertake and agree:

to disclose to the [PERSON], Team Marianas Management, or the NMASA Medical Team Leader any illness, injury or condition that may prejudice my proper participation or performance in the [EVENT] and to relinquish my position in the team forthwith if so directed by the [PERSON], if in the [PERSON'S] opinion, after consultation with the NMASA Medical Team Leader, he deems that I am unable to perform at the Games to the best of my ability through illness, injury or any other condition

to submit to health examinations and other medical tests as directed by NMASA or the Team Marianas Medical Team Leader (the cost of which is to be met by (NMASA) provided that such medical tests are completed by medical practitioners nominated by the Team Marianas Medical Team Leader or where a dispensation has been given by the Team Marianas Medical Team Leader, provided however, that such tests and/or examinations are requested solely to determine my fitness to perform to the best of my ability at the [EVENT].

to disclose to the Medical Team Leader any medication currently being taken by me and to disclose the condition for such medication.

7.2 I agree to comply with all reasonable directions given by the NMASA Medical Team Leader in relation to my health and medical fitness.

7.3 I agree to undertake any medical test or doping test should I be instructed through my Team Management or by the Games Organising committee.

8.0 MEDIA

- 8.1 I agree that under no circumstances, throughout the duration of the [EVENT] will I be accredited or act as a journalist or in any other media capacity.
- 8.2 I agree **NOT** to: -
- (a) be paid or receive any other reward for the granting of interviews throughout the duration of this agreement.
 - (b) permit my name to be used as the author of any article or column appearing in the media throughout the duration of the [EVENT], and
 - (c) enter into any contractual arrangement or understanding whereby I give exclusive interviews with any element of the media throughout the duration of the [EVENT].
- 8.3 I agree to observe and comply with the following media guidelines:
- (a) the spokesperson on all matters concerning Team Marianas will be the [PERSON]. The [PERSON] may delegate responsibility to any other official of the Team;
 - (b) no person other than the [PERSON] may comment on the arrangements for the venues of the [EVENT], the management of the Team or fellow Team Marianas members or coaches, or any policy matters relating to Team Marianas or the organising of the [EVENT];
 - (c) An athlete may communicate directly with the media only on matters relating to his/her personal prospects or performances at the [EVENT] but does not have to communicate with the media. The athlete cannot be compelled to communicate to the media.

9.0 PROPAGANDA AND ADVERTISING

- 9.1 No kind of demonstration or political, religious or racial propaganda is permitted by Team Marianas.
- 9.2 No form of publicity or propaganda, commercial or otherwise, may appear on sportswear, accessories or, more generally, on any article of clothing or equipment whatsoever worn or used by the athletes or other participants in the [EVENT], except for the identification of the manufacturer of the article or equipment concerned. This must be in accordance with the published criteria or IF rules.
- 9.3 No competitor who participates in the [EVENT] may allow his or her name, picture or sports performance to be used for advertising purposes during the [EVENT] without the permission of the [PERSON].
- 9.4 Team Marianas will only consent to competitors advertising the NMASA sponsors only for a defined period.
- 9.5 No athlete is allowed to use his or her name, picture, or sport, for any form of ambush marketing.

Ambush marketing is a term used to describe advertising, promotion or marketing activities as a result of which an entity gains a public perception that it is associated with or has the approval

of a sports event or a sporting organization or team, whilst in fact the entity is not a "Sponsor" of the event, organization or team.

The competitor in signing this Agreement agrees to be bound by these provisions.

10.0 SPONSORSHIP

10.1 I agree during the term of this Agreement::

- (a) to assist and co-operate with NMASA and its Sponsors to enable NMASA to maximise the promotional benefits from their sponsorship.
- (b) to comply with all reasonable directions of NMASA assisting and co-operating with NMASA and its Sponsors.
- (c) to permit NMASA to use my likeness or name or both indefinitely in connection with promoting the Northern Marianas' participation in the Games.

to permit NMASA's Sponsors to use my likeness or name or both for 6 months from the completion of the [EVENT] in connection with promoting Team Marianas' participation in the [EVENT] and in their advertising promotion or marketing activities.
- (e) in the event that my likeness is used in a solitary manner by a Sponsor without my express approval, NMASA will take every reasonable action to ensure that such use terminate immediately.
- (f) not to appear or participate in any advertising promotion or marketing activities for any person or body, corporate or unincorporated, other than NMASA or Team Marianas Sponsors without the prior written consent (such consent not to be unreasonably withheld) of NMASA being obtained.
- (g) NMASA will give its consent pursuant to the preceding sub-clause (e) with the advertising, promotion or marketing activities.

10.2 I agree that throughout the duration of the [EVENT] I will wear the uniform and clothing supplied to me as a member of Team Marianas as directed by the [PERSON] of Team Marianas Management. I further agree not to wear any clothing that the [PERSON] deems to be inappropriate.

10.3 I acknowledge that this Agreement restricts my freedom (for the term of this Agreement) to exploit my likeness, name and sports performance at the Games and I expressly acknowledge and agree that such restrictions are necessary and reasonable.

11.0 BREACH OF THIS AGREEMENT

11.1 I understand that the [PERSON] and/or NMASA Executive Board may withdraw accreditation from any person who infringes their policy or any relevant Constitution or Charter with the competitor or team at fault being disqualified and losing the benefit of any ranking obtained.

11.2 Should I breach any part of this Agreement the [PERSON] or NMASA may in his/her or its discretion:

- (i) Terminate my membership of Team Marianas; and/or

- (ii) Require me to leave the [EVENT]; and/or
- (iii) Exclude me from competition; and/or
- (iv) Cancel and impound my [EVENT] Accreditation card;
- (v) Take disciplinary action either during the competition period or after my return from the [EVENT], which may include suspension from selection for Team Marianas for a certain period.

I shall, before the [PERSON] imposes any of the provisions specified in this clause, be given an opportunity and reasonable time to state a case in defence of any allegations made against me, and that nothing in the procedure shall prejudice my rights to natural justice.

11.3 Notwithstanding any action by the [PERSON] or NMASA pursuant to clause 11.2, the obligations upon me under this Agreement will continue to be of full effect.

12.0 APPEAL RIGHTS

In the event that the [PERSON] makes a decision to invoke any or all of the provisions specified in Clause 11.2 herein, the following steps shall be followed:

- (a) The [PERSON] shall immediately advise me, and my Section Manager in writing.
- (b) I will be allowed up to 14 days from the date of receipt of such written advice to lodge a written appeal to NMASA.
- (c) Such Appeal shall be lodged with NMASA who shall record the date and time of receipt which shall then be endorsed by myself.
- (d) NMASA Executive Board may conduct a hearing (“hearing”) and take such evidence from the [PERSON], myself and the Section Manager and others as they in their absolute shall decide;

NMASA Executive Board has the power to confirm the [PERSON'S] decision, overturn it, or impose any of the sanctions set out in Clause 11.2;

The decision of the NMASA Executive Board shall be notified to the [PERSON], myself and my Section Manager within 30 days from date of the hearing.

The decision of the NMASA Executive Board may be appealed in writing to NMASA’s Appeals Tribunal (“**Appeals Tribunal**”) within 30 days of notification of NMASA’s decision. I will have no right to appeal if the appeal is not lodged within the designated time frame.

I accept that the ruling by the Appeals Tribunal shall be final and binding and that I may not take any further action against NMASA following the Appeals Tribunal’s decision.

13.0 RELEASE AND INDEMNITY

13.1 For the purposes of this clause 13, NMASA shall mean and include the NMASA’s members, officers and staff, officials, coaches, medical practitioners, sport scientists, therapists and members of Team Marianas and, any independent contractor from time to time employed by NMASA or any voluntary worker carrying out honorary or unpaid duties for NMASA.

13.2 I hereby agree and acknowledge that NMASA shall not be nor be deemed responsible for or liable whether in contract or in tort or under any statute for any injury, illness or other mishap whatsoever and howsoever it may arise which may be suffered by me or be sustained to property belonging to me during the term of this Agreement, unless it arises as a direct result of a deliberate and wrongful act or omission of NMASA.

13.3 I agree and acknowledge that I hereby indemnify and will at all times hereafter indemnify and keep NMASA fully indemnified from and against all actions, suits, causes of action, proceedings, demands, costs and expenses whatsoever which may be taken or made against NMASA or incurred or become payable by NMASA as a consequence of misconduct on the part of myself.

14.0 GOVERNING LAW

14.1 This Agreement shall be governed by the laws of the Commonwealth of the Northern Mariana Islands (CNMI).

14.2 Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a court of competent jurisdiction then the remainder of this Agreement and the application thereof other than those provisions which shall be held invalid or unenforceable shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

14.3 I consent to NMASA collecting details of my performance record and personal records (excluding medical) for use in publications released by NMASA. I acknowledge my right to have access to this information.

15.0 DISPUTE RESOLUTION

15.1 If any dispute or difference arises between the parties to this Agreement in relation to this Agreement, its provisions, application, interpretation or in any way connected with the arrangements made under or in consequence of this Agreement the parties agree that they will:

- (a) First, use their best endeavours to resolve the difference or dispute by Agreement between them and if necessary use for that purpose a mediator of their joint choice; and
- (b) Secondly, if an agreement cannot be promptly reached that they submit their difference or dispute to be dealt with the Arbitration Act.

15.2 Nothing within this dispute resolution clause shall prevent or frustrate the prompt application of remedies for breach of this agreement contained in clauses 12 and 14 of this agreement.

16.0 ELIGIBILITY

In signing this agreement I confirm:

- (a) That I have met the eligibility criteria as stipulated in the relevant [EVENT] Constitution/Charter; and
- (b) All minors (under the age of 18) require the signature of a parent/guardian for the agreement to be legally binding. This means that minors must obtain their

Parental/Guardian consent if they are under 18 years of age and wish to participate in the Games.

Signature of Athlete: _____

Name : _____

Date : _____

Signature of Parent/Legal Guardian: _____
(if athlete is under 18 yrs of age)

Name : _____

Date: _____

Signature of Section Manager: _____

Name : _____

Date: _____

Sign/Seal of Team Marianas Management:

Signature : _____

Name : _____

Date : _____

Schedule 2

TEAM MARIANAS [EVENT]

UNIFORM GUIDELINES

At the NMASA Board of Directors meeting held on (DAY)th (MONTH), sports were advised about guidelines for featuring logos on athletes clothing reiterating that only manufacturers' marks within the regulation size may appear on clothing. (See Regulation 19 from the [EVENT] Charter which follows).

No Personal, National Federation or NMASA sponsors' logos are permitted on competition uniforms.

UNIFORM GUIDELINES

- 1 The Commonwealth of the Northern Mariana Islands' internationally registered competition colors are [COLOR] and [COLOR]. Our alternate colors, if there is a clash in colors with an opposing team, is [COLOR] and [COLOR]. The protocol in this instance is that the host country wears their official competition color whilst the visiting team wears their alternate color. (This generally applies only to team sports)

Competition uniforms for the [EVENT] should be [COLOR] and [COLOR] with no specific directions as to using a [COLOR] top or [COLOR] skirts for example, or the amount of either color in the uniform.

Examples:

Athletics Uniform in Palau was all white with black markings –OK

Hockey's uniform (black dress with white trimming) – OK

Basketball had an all white and all black uniform - OK

- 2 NMASA will not be providing competition uniforms for the [EVENT]. National Federations may if they wish, can use the official NMASA logo depicted below, on the left side, and the official [EVENT] logo on the right. The stylized [LOGO] is the "font" to be used at the back of the t-shirts/shirts or wherever you want to place the word "WORD" on the competition uniform. This is to ensure uniformity in clothing styles within Team Marianas.

However before printing/embroidering logos on competition uniforms, section managers are asked to consult with [NAME] to ensure that the correct pantone colors are used, and that the logos being applied are the correct ones and of the official approved size.

OFFICIAL LOGOS AND FONT TO BE USED ON UNIFORMS

FRONT (Left)



FRONT (right)

EVENT LOGO

BACK (or wherever the word Fiji is to appear)



Any clothing, equipment with any sponsors logos will not be allowed by the [EVENT] Organizing Committee and will not be allowed to be used in the [EVENT] Village, [EVENT] transport, training venues, competition venues, games events and non competition venues where accreditation access is required. All competition uniforms should be approved by NMASA by [DAY] [MONTH]. Get a sign off (this is the best policy), so as not to get disappointed if you do it wrong.

PLEASE NOTE THAT THE TRAVEL UNIFORM WILL BE THE POLO SHIRT AND TRACKSUIT WITH SHOES, WHILE THE UNIFORM FOR ALL VICTORY CEREMONIES WILL BE THE TRACK SUIT.

- 3 Casual clothing can be worn but must not feature/display any personal or national federation sponsor advertising. Should clothing other than the official TEAM MARIANAS uniform be worn, they must not feature sponsor advertising or logos that will breach the charter guidelines.

No sponsor logo can be associated with the logo, other than NMASA sponsors.

ALL Uniforms must be free of any advertisements. This also applies to training uniform /gear.

National Federations are reminded that sports competition uniforms that do not conform to these guidelines run the risk of competitors having to compete without proper competition uniforms or being disqualified from the competition.

A. REGULATION 19

II Rules Relating to Identification on Personal Competition Clothing and Personal Equipment

There shall be no advertising or publicity on personal equipment and competition clothing used or worn at the [EVENT]. Subject to the International Federations rules identification of the manufacturer (name and/or logo) of the equipment and or clothing may appear, if not marked conspicuously for advertising purposes as follows:

1. **Manufacturer's Identification:** The identification of the manufacturer shall not appear more than once per item of clothing and equipment.
2. **Equipment:** Manufacturers identification shall not exceed 10 per cent of the surface area of the equipment that is exposed during competition and shall not be more than 60 square centimeters.
3. **Headgear (hats, helmets, sunglasses, goggles etc) and gloves:** Any identification of the manufacturer shall not exceed 6 square centimetres.
4. **Clothing:** One identification of the manufacturer (logo, name or combination) may appear on each article of clothing worn by athletes, officials or judges (vest, shorts, track-suits etc), the maximum area of which shall be 15 square centimetres with a maximum height of 4 centimetres. No other form of advertising or sponsorship on clothing shall be permitted.

5. **Shoes:** The normal distinctive design pattern of the manufacturer is permitted. The manufacturer's name and/or logo may also appear, up to a maximum of 6 square centimetres, either as part of the normal distinctive design pattern or independent of the normal distinctive design pattern.

Should you need further clarification or are unsure about any of the above feel free to contact the Team Marianas or [NAME] at the NMASA Office.