

Australian Outrigger Canoe Racing Association Inc.

By Law 11 – National Team Officials

1. DESCRIPTION

- 1.1 The Board of AOCRA Inc adopted this Bylaw on 23/3/10 under Section 9 of the AOCRA 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 AOCRA.
- 1.2. AOCRA is the body recognised by the International Va'a Federation ("**IVF**") as responsible for the accreditation and participation of representatives from Australia in outrigger 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 an AOCRA Training Camp (whether or not they are a member of any team or squad).Unless otherwise determined by AOCRA in writing.

2. DEFINITIONS

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

"AOC" means the Australian Olympic Committee

"ASC" means the Australian Sports Commission

"Discipline" means the outrigger canoeing disciplines such as Sprint Racing, Marathon Racing, Changeover Marathon Racing

"Head of Delegation" means a person appointed by the President to lead the applicable Team.

"IVF" means the International Va'a Federation

"Judiciary Committee" means the Judiciary Committee convened under the AOCRA Constitution

"National Sponsors" means any sponsor of AOCRA.

"NPD" means the National Performance Director of AOCRA

"President" means the President of AOCRA, and includes any person from time to time authorised by the President of AOCRA.

“Selection Panel” means the panels of persons determined under clause 6 and who on behalf of AOCRA 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 AOCRA as a member of a particular Team.

“Team Management” includes the President 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 BY LAW

- 3.1. The Board of AOCRA 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 President 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 AOCRA notified of any change to that address.
- 3.3. Apart from any other steps the President 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 AOCRA by the Team Official and on the AOCRA 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 4.1, clauses 9.2, 9.5, 9.6, 12, 13 and 15 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 AOCRA advised from time to time;
 - e) be able to work efficiently and harmoniously with the President, NPD, other AOCRA 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, AOCRA will forward all such documents to the Selection Panel
- 5.3. Expressions of Interest will close on the last Friday of October annually. AOCRA in its absolute discretion may except submissions after this date.
- 5.4. The selection by AOCRA of Team Officials to any Team will be solely conducted and determined by AOCRA 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 AOCRA.

6. SELECTION PANEL

- 6.1. Subject to clauses 6.2, 6.3 and 6.4, there shall be a Selection Panel for AOCRA teams to be selected. The AOCRA Selection Panel shall be appointed by the Management Committee of AOCRA after considering recommendations from the NPD responsible for the relevant Discipline. The AOCRA Selection Panel will be responsible to the President and will comprise four persons which may (but need not) include the NPD and/or the National Coach/es of the relevant Discipline. The Management Committee shall appoint one of the four members in the AOCRA Selection Panel to be the Chair of that Panel. In appointing the Selection Panel the Management Committee will:
 - a) Where possible select a panel where a majority have participated in the Discipline themselves at an elite level but are no longer competing at that level;
 - b) Appoint members of the Selection Panel who understand and appreciate the culture of the sport;
 - c) Appoint members of the Selection Panel who are suitable and qualified to fill the required positions; and
 - d) Appoint members of the Selection Panel who will work efficiently, cooperatively and harmoniously with AOCRA officials, in particular the President and the NPD.
- 6.2. The Management Committee may terminate the appointment of any Selection Panel member or appoint additional member(s) if it considers it appropriate to do so.
- 6.3. The Management Committee may direct any member of any Selection Panel to vacate the relevant Selection Panel for such period as the Management Committee considers appropriate where the Management Committee considers, in their discretion, the Selection panel member has an association with an Athlete which may give rise to a question of bias or conflict of interest in the selection process.
- 6.4. Where any member of the Selection Panel advises the Management Committee that s/he considers s/he is unable to meet his/her responsibilities under this Bylaw, or the Management Committee makes a direction under clause 4.2 or 4.3, the Management Committee may appoint a replacement to assume that member's role on any Selection Panel.
- 6.5. The President and/or NPD will work closely with Selection Panels to provide advice and to ensure compliance with this Bylaw and other relevant AOCRA Rules, Policies and Bylaws.
- 6.6. When selecting Team Officials, the Selection Panel will inform the President of its decision and the President will, provided the President determines that due process has been followed, publish the decision on the AOCRA website.
- 6.7. The Selection Panel is not required to give reasons for its decision.

7. WHAT AOCRA PROVIDES

AOCRA 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 AOCRA 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 financial member of AOCRA and an Affiliated Club.
- 8.2. Obey all reasonable directions given by the President 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 AOCRA;
- 8.3. Conduct him/herself in a proper manner to the absolute satisfaction of AOCRA .
- 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 AOCRA when travelling to and from and participating in a Team Event.
- 8.6. Comply with the AOCRA Regatta & Training Rules, AOCRA Constitution and all AOCRA By Laws
- 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 AOCRA 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 AOCRA's Judiciary Committee, and abide by any decision of the Judiciary Committee properly reached in accordance with the provisions of AOCRA Constitution.
- 8.10. If and when requested to do so by the President, pay to AOCRA any amounts in relation his or her own preparation for and participation in a Team Event. Upon receiving a request from AOCRA, such monies must be paid prior to departure for any Team Event.
- 8.11. Observe and comply with AOCRA's Anti-doping Policy, the IVF, 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 AOCRA Policy or Bylaw, for example finance policies and other policies outlined in the Team Managers Manual issued by AOCRA 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 AOCRA, 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 AOCRA.
- 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 President, abusive or defamatory of AOCRA, Team Management, opponents, event hosts, fellow Team Members, or which brings or is likely to bring AOCRA, Outrigger canoeing or his/herself into disrepute.

9.2. USE OF PERSONALITY

The Team Official grants AOCRA 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 AOCRA (except where they conflict with any pre-existing contract entered into by the Team Official the existence of which is notified to AOCRA upon selection to the Team).

AOCRA 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 AOCRA at no cost or charge to AOCRA other than reasonable expenses (as determined by AOCRA) incurred by the Team Official in participating.

9.4. NO CONFLICTING SPONSORS

If the Team Official obtains the prior written approval of the President, AOCRA 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 AOCRA and do not bring or are not likely to bring AOCRA, the sport of outrigger 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 President will not unreasonably withhold his or her approval.

9.5. INTELLECTUAL PROPERTY OF AOCRA

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

9.6. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

a) To the extent the Team Official has any, the Team Official assigns to AOCRA 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 AOCRA.

b) AOCRA may use any films or photographs of the Team Official made by or for AOCRA for any purpose including, but not limited to, event entertainment packages, promotional materials, coaching and development materials and for publication in any AOCRA magazine or on the AOCRA website.

10. RELATIONSHIPS BETWEEN ATHLETES AND TEAM OFFICIALS

10.1. AOCRA takes the view that intimate sexual relationships between Team Officials (especially coaches) and adult outrigger canoeists, while not against the law can have harmful effects on the individual canoeist involved, on other outrigger canoeists and officials and on outrigger canoeing's public image. Such relationships are a danger because there is usually a great disparity between a Team Official and an outrigger 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, AOCRA 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 an outrigger canoeist and a Team Official, AOCRA will investigate and take action in accordance with the AOCRA Constitution 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 an outrigger canoeist are married to each other (or in a de facto relationship) then AOCRA 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 an outrigger 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 AOCRA 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 Management Committee:

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 AOCRA's Judiciary Committee.

- During any period of suspension the Team Official continues to be bound by this Bylaw.
- 11.2. AOCRA 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 AOCRA Bylaw;
 - b) engages in conduct or any activity (whether or not publicly known) which in the sole discretion of AOCRA will or is like to bring the Team Official, the sport of outrigger canoeing, any sponsor, the Team, AOCRA (including its agents and employees) or the IVF 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 President's opinion prevents the Team Official from fulfilling his/her responsibilities.

AOCRA 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 President.

12. EXCLUSION OF LIABILITY

- 12.1. AOCRA (including its Management Committee, 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 AOCRA (including its Management Committee, 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 AOCRA 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 AOCRA.

13. DISPUTES

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 internal appeals procedure of AOCRA to an Judiciary Committee be enacted. Any decision of the Judiciary Committee will be subject to one final avenue of appeal to the Court of Arbitration for Sport, which shall be the final arbitrator of the matter.

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 AOCRA and National Sponsors, which are necessary to ensure the continued financial support of AOCRA 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 outrigger canoeing throughout Australia.

15. PROPER LAW

This Agreement is governed by the laws of the State of Queensland.

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 AOCRA's Constitution.

Adopted by the Management Committee of AOCRA on 23rd March 2010