

GAMES WITHIN THE 2022 – 2024 PERIOD

AGREEMENT

BETWEEN

OLYMPIC FEDERATION OF IRELAND (“OFI”)

AND

ATHLETICS IRELAND (“AI”)

FOR THE NOMINATION AND SELECTION OF ATHLETES
FOR THE SPORT OF:

Athletics

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THIS AGREEMENT is made this 14th day of September 2022

between

the Olympic Federation of Ireland (OFI) having its registered office at Sport Ireland Campus, Abbotstown, Dublin, D15Y52H, Ireland

and

Athletics Ireland (“NF”)

together (“the Parties”)

for the nomination and selection of athletes to represent the Irish team (“Irish Team”) at all Games under the responsibility of the OFI.

1. INTRODUCTION

- 1.1. The OFI is recognised by the International Olympic Committee as the National Olympic Committee for Ireland. The OFI has the sole and exclusive power to determine participation of the Irish Team at the Games in accordance with the rules of the Olympic Charter.
- 1.2. This Agreement sets out the application, nomination and selection process by which eligible Athletes may be considered for nomination (by a NF) and selection (by the OFI) for any Games Team and also sets out the appeals procedures that apply to any appeal of an Athlete’s non-nomination or non-selection.
- 1.3. The Agreement also applies to the nomination and appointment of Support Staff for any Games.

2. DEFINITIONS

Agreement	means this agreement as executed by the Parties.
Announcement Date	has the meaning given to it in clause 8.6 below.
Athlete	means a person who competes in the sport of the NF and is recognised by that NF as eligible for nomination to a Games Team.
CAS	means the Court of Arbitration for Sport.
Conditions of Participation Form	means the document signed by the Athlete/Support Staff confirming their eligibility to participate at the Games and submitted by the OFI to the IOC or EOC.
Games	means all Games under the responsibility of the OFI and the remit of the IOC or EOC, including the European Youth Olympic Festivals, European Games, Youth Olympic Games and Olympic Games.
Games Team	means the team of Athletes and Support Staff who are selected and appointed for the Games.

IF	means the International Federation for the Sport.
IF Qualification System	means the qualification system for the Games as prescribed by the IF
Long List	means a list of Athletes/Support Staff who are recognised by an NF or the OFI as potentially eligible and capable of being nominated for a Games Team and therefore prospective members of a Games Team.
Long List Date	means the date defined by the OFI by which the Long List must be submitted by the NF.
Long List Member	means a member of the Long List.
NF Appeals Process	means the written procedure, submitted by the NF to the OFI, for a Nomination Appeal.
NF Nomination Policy	means the policy submitted by the NF to the OFI which governs how an athlete will be nominated for selection.
Nomination Appeal	has the meaning given to it in clause 9.4 below.
Nominated Athlete	means an Athlete nominated to the OFI Nomination List.
Nomination Date	means the date specified by the OFI by which time the OFI Nomination List must be submitted to the OFI.
Nomination Criteria	means the criteria laid out in the Nomination Policy of the NF.
Nomination Form	means the form submitted to the OFI by the NF with the list of Nominated Athletes and Support Staff.
Organising Committee	means the Organising Committee of the Games.
OFI Medical Data Capture Survey	means the survey issued by the OFI Chief Medical Officer to all Nominated Athletes.
OFI Nomination Date	means a date on or before the date to be specified by the OFI.
OFI Nomination List	means the list of Nominated Athletes and Support Staff to be submitted to the OFI on or before the OFI Nomination Date.
OFI Selection Committee	means the three-person committee appointed by the OFI Executive Committee for the purposes of selecting Athletes and Support Staff for the Games.
Provisional Nomination Date	means a date at least 14 days prior to the OFI Nomination Date.
Provisional Nomination List	means the list of Athletes and Support Staff provisionally nominated on or before the Provisional Nomination Date.

Provisionally Nominated Athlete	means an Athlete nominated on the Provisional Nomination List.
Selection Appeal	has the meaning given to it in clause 9.5 below.
Selection Date	means the date that the OFI Selection Committee select Athletes and Support Staff for the Games.
Selection Requirements	has the meaning given to it in clause 8.3 below.
SDSI	means the independent dispute resolution service for sport in Ireland known as Sports Dispute Solutions Ireland.
SDSI Olympic Tribunal	means the SDSI arbitration tribunal convened for the purpose of hearing any matter appealed to it for Summer and Winter Olympic Games only.
Support Staff	means the sport specific staff who have been recognised by that NF as eligible for nomination to a Games Team.
Team Member Agreement	means the OFI's agreement with Athletes or Support Staff which governs an Athlete's or a Support Staff's participation in the Games
Term	means the term of the Agreement defined in clause 4 below.

3. APPLICATION

This Agreement applies to the Parties.

4. TERM OF AGREEMENT

This Agreement shall commence upon the date of execution by the Parties and shall terminate on conclusion of the Paris 2024 Olympic Games.

5. CONTINUOUS DISCLOSURE

5.1. For the Term of this Agreement an NF shall disclose to the OFI all relevant information where it reasonably suspects that an Athlete, or Support Staff, has:

- (i) Engaged in conduct (whether publicly known or not) which is likely to bring the individual, the sport, the NF, the IF, the OFI or the IOC into disrepute;
- (ii) Been convicted of, or charged with, a criminal offence punishable by a term of imprisonment;
- (iii) Been party to, or committed, any doping offence under any applicable rules;
- (iv) Become unlikely (by way of medical condition or otherwise) to be able to participate in the Games.

5.2. The information referred to in clause 5.1 above shall include details of any sanction imposed or proposed by the NF in respect of any Athlete or Support Staff.

- 5.3. The NF acknowledges and agrees that each Selected Athlete and Support Staff is bound by the terms of the Team Member Agreement signed by the Athlete or Support Staff.

6. ATHLETE PRE-NOMINATION PROCEDURE

- 6.1. The NF shall submit the following documents to the OFI by such dates as specified by the OFI:

- (i) The NF Nomination Policy
- (ii) The NF Appeals Process
- (iii) Fully completed data capture on the Long List
- (iv) A signed Team Member Agreement for each Athlete on the Long List
- (v) Signed Conditions of Participation Form for each Athlete on the Long List [if available at the time of Nomination]

6.2. The Nomination Policy

- (i) Having reviewed any Nomination Policy, the OFI may consult with the NF regarding any queries it has and agree a timeline with the NF by which any proposed amendments must be made. Any amendments proposed after this agreed date shall require the written approval of the OFI. The OFI may consult SDSI prior to considering approving any proposed amendments to nomination timelines.
- (ii) Failure by the NF to submit a Nomination Policy by the date specified by the OFI or such other agreed date, shall give the OFI discretion to take such other steps as it considers appropriate in the circumstances including declining to accept the NF nomination of Athletes for selection.
- (iii) The proposed Nomination Policy shall comply with the standards and requirements of the OFI, NF, IF and IOC, including complying with any qualification and eligibility requirements set out in the IF Qualification System. The Parties acknowledge that the requirements set out in this Agreement may exceed those set out in the IF Qualification System and otherwise.

6.3. The Long List

The NF shall submit the Long List to the OFI by a date to be specified by the OFI ("the Long List Date") and shall inform all eligible Athletes of their inclusion or not on the Long List by the Long List Date. In so doing, the NF recognises and shall communicate the following to all eligible Athletes:

- (i) Any athlete not included on the Long List cannot participate as an Athlete in the Games;
- (ii) Inclusion on the Long List is for administration purposes only and does not increase, decrease or in any way affect an Athlete's prospects of being nominated or selected to a Games Team;
- (iii) The OFI may, at its absolute discretion, recognise any athlete not included on the Long List submitted by the NF, as a member of the Long List after the Long List Date but prior to the submission of the Long List by the OFI to the Organising Committee;
- (iv) To be included on the Long List, the Athlete must have acted in such a manner so as not to bring himself/herself, the NF, the OFI or the sport into disrepute, and additionally must have consented to his/her name being provided to the OFI for inclusion on the Long List.

- (v) The NF must ensure that all fields of the data capture on the Long List are completed correctly and in full prior to the Long List Date.

6.4. Team Member Agreement

- (i) Upon receipt of the Long List, the OFI will circulate a Team Member Agreement to any athlete named on the Long List.
- (ii) The Athlete shall complete and submit the Team Member Agreement to the OFI prior to the Nomination Date, undertaking that by that date, he or she will have met the obligations and requirements set out in the Team Member Agreement.

6.5. Conditions of Participation Form

- (i) Upon receipt from the IOC or EOC, the OFI will circulate the Conditions of Participation Form to any Athlete named on the Long List.
- (ii) The Athlete shall complete and submit the Conditions of Participation Form to the OFI prior to the Nomination Date [subject to the Conditions of Participation Form being available at that time].

7. ATHLETE NOMINATION PROCEDURE

- 7.1. The NF is responsible for nominating to the OFI (by the OFI Nomination Date) Athletes for consideration for selection for the Games Team.
- 7.2. The OFI may, in its absolute discretion, extend the OFI Nomination Date for one or more NFs for any reason and/or accept a nomination submitted after the OFI Nomination Date.
- 7.3. Each NF must provide written notice to the Long List Members of their nomination or non-nomination (as the case may be) to the Provisional Nomination List by the Provisional Nomination Date, or such later date as the OFI advise the NF in accordance with clause 6.3 above.
- 7.4. Each NF shall take measures to ensure that such written notice of the Provisional Nominated List is kept confidential as between the Athlete and the NF and shall not publicly announce the Provisional Nomination List in the press or any other media, or in any other forum.
- 7.5. Any Athlete wishing to appeal his or her non-nomination to the Provisional Nomination List must do so in accordance with the NF's internal appeals process.
- 7.6. The NF shall not nominate any athlete to the OFI Nomination List while any internal appeals process is ongoing and shall confirm same in the Nomination Form.
- 7.7. The NF may only nominate an Athlete to the OFI Nomination List who:
 - (i) Is on the Long List;
 - (ii) Has achieved the minimum qualifying standard or additional qualification standard set by the NF through its Nomination Policy;
 - (iii) Has met all Nomination Criteria and eligibility criteria (written confirmation to be provided on the Nomination Form)
 - (iv) Has signed the Team Ireland Team Member Agreement;
 - (v) Is not currently serving a period of ineligibility or period of provisional suspension in relation to an anti-doping rule violation;
 - (vi) Has exhausted all avenues of appeal as provided for in the NF's appeals policy;

- (vii) Has demonstrated to the satisfaction of the NF that they are fit to perform at a sufficiently competitive level at the Games;
- (viii) Has not acted in such a manner so as to bring himself/herself, the NF, the sport, the IF, the OFI, the IOC or the EOC into current disrepute. For the avoidance of doubt: the evaluation of this nomination requirement is at the sole discretion of the NF Nomination Committee: the public disrepute referred to within this clause includes potential and/or actual disrepute; an example of such public disrepute may include (but is not limited to) an athlete being charged with or convicted of a criminal offence; and
- (ix) Has provided any other particulars as requested by the OFI.

8. SELECTION

- 8.1. The OFI Selection Committee is solely responsible for selecting Nominated Athletes and Support Staff to the Games Team.
- 8.2. The OFI Selection Committee is a three-person committee appointed by the OFI Executive Committee for the purposes of selecting Athletes and Support Staff for the Games.
- 8.3. Subject to clause 8.5, the OFI Selection Committee shall only select a Nominated Athlete to the Irish Team where it is satisfied that the Nominated Athlete:
- (i) Has met the Nomination Criteria;
 - (ii) Has signed the Team Member Agreement;
 - (iii) Has not acted in such a manner so as to bring himself/herself, the NF, the sport, the IF, the OFI, the IOC or the EOC into current disrepute. For the avoidance of doubt: the evaluation of this nomination requirement is at the sole discretion of the Selection Committee: the public disrepute referred to within this clause includes potential and/or actual disrepute; an example of such public disrepute may include (but is not limited to) an athlete being charged with or convicted of a criminal offence;
 - (iv) is not currently serving a period of ineligibility or period of provisional suspension in relation to an anti-doping rule violation;
 - (v) Is fit to perform at a sufficiently competitive level at the Games;
 - (vi) Has signed the Conditions of Participation Form;
 - (vii) Has completed the OFI Medical Data Capture survey; and
 - (viii) Has completed any other requirements requested by the OFI.

(Collectively “the Selection Requirements”)

- 8.4. If the OFI Selection Committee determines, subject to the provisions of clause 8.5, that a Nominated Athlete has met the Selection Requirements, then it shall select that Athlete.
- 8.5. The OFI shall have the sole discretion to:
- (i) amend the Selection Requirements at any time, provided it notifies the NF in advance of any amendments;
 - (ii) to determine whether an Athlete has met the Selection Requirements, and in so doing require the NF to supply information to assist in this decision-making process;
 - (iii) request that an Athlete undergo a medical assessment under the control of the OFI Chief Medical Officer and within the provisions of the OFI/NF Fitness to Perform policy;

- (iv) select a Nominated Athlete subject to certain conditions being met prior to the Games, which conditions shall be agreed in consultation with the NF;
 - (v) refuse to select a Nominated Athlete where it is not satisfied that the Selection Requirements have been met.
- 8.6. The OFI Selection Committee shall have the right, subsequent to the taking of any decision to select a Nominated Athlete, to amend and/or revoke that decision and/or to cancel the selection of that Nominated Athlete, should the Nominated Athlete commit conduct after the taking of the decision which would lead to any of the Selection Requirements no longer being fulfilled.
- 8.7. The OFI shall on a date determined in consultation with the NF and any other relevant body (the "Announcement Date"), publicly announce the Selected Athletes to the media, including any Athlete who has been selected subject to conditions.
- 8.8. The OFI shall notify each Nominated Athlete, on or before the Announcement Date, of their selection or non-selection to the Games Team.
- 8.9. The executed Team Member Agreement shall take effect from the Selection Date.

9. APPEALS

- 9.1. By a date to be specified by the OFI, the NF shall:
- (i) have submitted its appeals process to the OFI for approval;
 - (ii) have received approval from the OFI for its appeals process;
 - (iii) have published its appeals process to make it available to all Athletes on the Long List.
- 9.2. There shall be two types of appeals; namely Nomination Appeals and Selection Appeals.
- 9.3. No party to a Selection Appeal or a Nomination Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Agreement.
- 9.4. **Nomination Appeals:**
- (i) Any Athlete on the Long List may appeal against their nomination or non-nomination by the NF to the Provisional Nomination List in accordance with the procedures set out in the NF's Appeals Process (the "Nomination Appeal").
 - (ii) The final right of any Nomination Appeal shall be to SDSI. For the purposes of Summer and Winter Olympic Games only an SDSI Olympic Tribunal will be established. For all other Games, the normal rules of SDSI will apply.
 - (iii) The decision of SDSI and/or the SDSI Olympic Tribunal shall be final and binding on the parties.
 - (iv) Where the OFI is not a party to a Nomination Appeal, the NF consents to the circulation of the decision of SDSI and/or the SDSI Olympic Tribunal and any other documents (in respect of that Nomination Appeal) to the OFI and to any other party specified by the OFI.
 - (v) The OFI and/or their legal representative reserves the right to observe the SDSI and/or SDSI Olympic Tribunal Nomination Appeal.
 - (vi) The NF shall not nominate any athlete while any internal appeals process is ongoing and shall confirm same in the athlete nomination form.

9.5. **Selection Appeals**

- (i) Any Nominated Athlete may appeal against their selection or non-selection by the OFI to the SDSI and/or SDSI Olympic Tribunal in accordance with clause 9.5(ii) below ("Selection Appeal"). This appeal against the OFI selection decision shall only be available to Nominated Athletes on the following grounds:
 - a. That the selection decision was affected by actual bias; or
 - b. There was no basis upon which the OFI's decision could be reasonably made.
- (ii) The procedure for a Selection Appeal shall be as follows:
 - a. Within 48 hours of receiving the OFI's notice of their non-selection, the Athlete must file and serve (on the respective CEOs of the OFI and NF) a Notice of Appeal with the SDSI and/or SDSI Olympic Tribunal setting out clearly the grounds upon which they dispute their non-selection as set out in clause 9.5(i);
 - b. Thereafter the SDSI Procedural Rules shall apply;
 - c. Any party to a Selection Appeal decision of the SDSI and/or SDSI Olympic Tribunal may appeal such a decision to CAS in accordance with its rules;
 - d. Throughout any Selection Appeals process, the Parties must use their best endeavours, acting in good faith, to resolve the dispute through communication and any communications made for the purposes of this process may be made on a without prejudice basis and kept confidential between the parties.

10. **SUPPORT STAFF**

10.1. **SUPPORT STAFF PRE-NOMINATION PROCEDURE**

- (i) Any person recognised by the NF as being realistically eligible to be nominated to participate in the Games as a Support Staff must be included on the Long List submitted by the NF to the OFI by the Long List Date. Any person not included on the Long List cannot participate in the Games.
- (ii) Upon receipt of the Long List, the OFI will circulate a Team Member Agreement to every staff named on the Long List.
- (iii) The Support Staff shall complete and submit the Team Member Agreement to the OFI prior to the Nomination Date.
- (iv) The NF shall ensure that all Support Staff on the Long List are garda vetted prior to the Nomination Date.

10.2. **SUPPORT STAFF NOMINATION PROCEDURE**

- (i) The NF is responsible for nominating to the OFI (by the OFI Nomination Date), Support Staff for consideration for selection for the Games Team.

- (ii) The OFI may, in its absolute discretion, extend the OFI Nomination Date for one or more NFs for any reason and/or accept a nomination submitted after the OFI Nomination Date.
 - (iii) Each NF must provide written notice to Long List Members of their nomination or non-nomination (as the case may be) to the Provisional Nomination List by the Provisional Nomination Date, or such later date as the OFI advises the NF in accordance with clause 10.2(ii) above.
 - (iv) Any Support Staff wishing to appeal his or her non-nomination to the Provisional Nomination List must do so in accordance with the NF's Appeals Process.
- 10.3. The NF shall not nominate any Support Staff to the OFI Nomination List while any internal appeals process is ongoing and shall confirm same in the athlete Nomination Form.
- (i) The NF may only nominate a Support Staff who:
 - a. Is on the Long List;
 - b. Has completed a Team Member Agreement;
 - c. Has been garda vetted by the NF;
 - d. Has a visa to allow entry into the country where the Games are being held;
 - e. Has not acted in such a manner so as to bring himself/herself, the NF, the sport, the IF, the OFI, the IOC or the EOC into current disrepute. For the avoidance of doubt: the evaluation of this nomination requirement is at the sole discretion of the NF Nomination Committee: the public disrepute referred to within this clause includes potential and/or actual disrepute; an example of such public disrepute may include (but is not limited to) a Support Staff being charged with or convicted of a criminal offence;
 - f. Is not the subject of any disciplinary proceedings or sanctions imposed by the relevant NF; and
 - g. Has provided any other particulars as requested by the OFI.
 - (ii) The NF is solely responsible for obtaining visa clearances for Support Staff at its own expense.

10.4. **SELECTION**

- (i) The OFI Selection Committee shall select a Nominated Support Staff where it is satisfied that the person has met all criteria under clause 10.3.
- (ii) Support Staff have no right of appeal to the decision of the OFI Selection Committee.

11. GENERAL

- 11.1. The NF agrees not to disclose any Nominated Athlete's name to the press or any other media in any form until the Announcement Date, unless any such announcement is made jointly by the OFI and the NF under the OFI's management and control.
- 11.2. The parties agree that no commercial organisation, other than OFI sponsors and/or commercial partners shall be involved in any way in any publicity or advertising at any such joint OFI and NF announcement.
- 11.3. The NF shall grant reasonable access in advance of the Games, the timing of which to be agreed in advance, to the OFI to gather photographic / video content to be used in the announcement.

- 11.4. The NF shall circulate the information contained in this agreement and its Schedule(s) to the athletes, team managers, coaches and other relevant individuals within its sport and shall procure their compliance with it.
- 11.5. The OFI and the NF shall publish this agreement and its schedule on their websites. The NF shall publish this agreement subsequent to the OFI doing so.
- 11.6. The OFI has sole and exclusive authority to prescribe and determine the clothing to be worn and the equipment to be used by Team Members at the Games and in connection with all sports competitions and ceremonies related to it.
- 11.7. This exclusive authority does not extend to specialised equipment used by athletes during competition. Specialised equipment shall be limited to such equipment acknowledged by the OFI as having a material effect on performance. Any specialised equipment must be submitted to the OFI for approval if there is any reference, express or implied to the Games.
- 11.8. The NF shall indemnify the OFI for any loss or damage suffered by it as a result of or in connection with the nomination procedure other than those arising from the OFI's negligence.
- 11.9. Where additional logistical costs have been incurred because of late changes by the NF for the Games, which in the opinion of the OFI were avoidable, the OFI shall have absolute discretion to impose liability on the NF for any such costs.

12. GOVERNING LAW

This Agreement is governed by the laws of Ireland.

13. DISPUTES AND TERMINATION

- 13.1. If any dispute or difference arises between the OFI and the NF concerning the interpretation or application of this Agreement that cannot be resolved informally between the Parties, it shall be solely and exclusively determined by SDSI. The decision of SDSI will be final and binding on the Parties. Neither party may commence or maintain proceedings in any court or tribunal.
- 13.2. If either party breaches a term of this Agreement, the other party shall provide written notice of any required remedial action if appropriate, failing which it may terminate this Agreement by giving written notice to the party in breach.
- 13.3. If this Agreement is terminated prior to the Nomination Date, the OFI shall have the sole and exclusive right to determine a Nomination Policy and Appeals Process and may nominate athletes for the OFI Nomination List.

Signed by:

Sarah Keane
President
For and on behalf of
Olympic Federation of Ireland

Signed by:

Name
President
For and on behalf of
Sport

Sarah O'Shea
Honorary General Secretary
For and on behalf of
Olympic Federation of Ireland

Name
Honorary General Secretary
For and on behalf of
Sport

Date:

Date: