

# **Dodgeball Federation Australia**

## **Athletes Entourage Policy**



**DODGEBALL FEDERATION**  
**AUSTRALIA**

Dodgeball Federation Australia (DFA) has established the following guidelines to maintain the conduct of the Athlete's Entourage. The policy regulations are to account for all Dodgeball professional athlete entourages.

The DFA Board can, based on the initiative of the DFA Entourage Commission, modify these guidelines as to fulfil the requirements made by the Olympic Charter, WADA, Court for Arbitration of Sport and other regulations established by the respective International Organisations.

**1. Definition** The Entourage comprises all the persons associated with the athletes within the Dodgeball community and all types of Dodgeball disciplines, including coaches, physical trainers, medical staff, physiotherapists, managers, club employees, agents, sports organisations, sponsors, legal and financial professionals and any person promoting the athlete's sporting career, including family members.

**2. General Principles** The Entourage must, in all their activities, respect and promote ethical principles, including those contained in the Olympic Charter, the IOC Code of Ethics, the WADA Code, the DFA Memorandum of Articles, the DFA Competition Regulations, the DFA Code of Ethics and the DFA, Court for Arbitration of Sport Juridical Regulations. The Entourage must, in accordance with such principles, always act in the best interests of the athlete. Minors must be given special care and consideration. Members of the Entourage should be adequately qualified to work in their area of expertise, through licenses, certificates or diplomas, particularly when such are proposed by the World Dodgeball Association (WDA) or the DFA.

**3. Integrity** The Entourage shall act in good faith and demonstrate the highest level of integrity, in particular respecting the following principles: - Avoid conflicts of interest - Fight against any form of bribery and take resolute and appropriate action against any form of cheating or corruption in sport - Reject any form of doping; Comply with the WADA code, the DFA Anti-Doping Regulation and support its programs - Refrain from any form of betting or promotion of betting activity on the athlete's sport - Refrain from any form of harassment - Refrain from any abuse of a position of influence

**4. Confidentiality** The Entourage must respect confidentiality, including the content of their contract/relationship and personal information.

The Entourage must protect any inside information, such as any non-public information obtained by the person by the virtue of his/her position within the athlete's entourage, within the framework of the regulations of the sports' organisation concerned.

**5. Transparency** The Entourage's interactions within the relevant populations must be clearly defined, in a written contract where applicable. DFA will provide standardised contract templates developed by the Entourage Committee. Member Associations are encouraged to use these contracts for their Entourage members. The Entourage must be transparent about their personal and professional background with regard to matters which could affect the relationship, including, but not limited to doping, sexual misconduct or financial matters. National and Continental Dodgeball governing bodies have a responsibility to inform athletes about their rights and obligations, including the legal means to resolve any disputes.

**6. Responsibility / Accountability** The Entourage must always act with due diligence and in the best interest of the athlete; short term interests should not take precedence over a successful and balanced athletic career and a long-term partnership. Contractual relationships with athletes must be based on balanced conditions, including fair financial conditions and professional liability insurance. The Entourage must always respect the moral, physical and psychological integrity of the athlete. The Entourage must respect and promote the rules and regulations of the sport, and encourage the athlete to behave accordingly. The Entourage must keep the athlete fully informed of all dealings and arrangements made on the athlete's behalf. The Entourage must comply with best accounting practices and make available to the athlete full and accurate accounts and records and, where applicable, to the relevant authorities.

**7. Sanction** Any breach of the DFA regulations by a member of the Entourage shall be sanctioned. The terms of the sanction and the disciplinary procedures are defined by the DFA Juridical Regulation. This could lead to sanctions from the Court of Arbitration of Sport initiating the following procedure.

**1. Arbitration clause to be inserted in a contract**

"Any dispute arising from or related to the present contract will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration." Optional explanatory phrases "The Panel will consist of one [or three] arbitrator(s)." "The language of the arbitration will be..."

**2. Arbitration agreement concluded after the dispute has arisen**

1. [Brief description of the dispute]

2. The dispute will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and settled definitively in accordance with the Code of sports-related arbitration.

**3. Alternative 1** The Panel set in operation by the Court of Arbitration for Sport will consist of a sole arbitrator designated by the President of the CAS Division concerned. **Alternative 2** The Panel set in operation by the Court of Arbitration for Sport will consist of three arbitrators. Each party designates the following arbitrator :

☐ Claimant: Mr/Mrs ... [insert the name of a person included on the list of CAS arbitrators (see Annex I)];

☐ Defendant: Mr/Mrs ... [insert the name of a person included on the list of CAS arbitrators (see Annex I)]; These two arbitrators will designate the President of the Panel within 30 days following the signature of this agreement. If no agreement is reached within this time limit, the President of the Division concerned will designate the President of the Panel.

**Appeals Arbitration Procedure**

1. Arbitration clause to be inserted within the statutes of a sports federation, association or other sports body

"Any decision made by ... [insert the name of the disciplinary tribunal or similar court of the sports federation, association or sports body which constitutes the highest internal tribunal] may be submitted exclusively by way of appeal to the Court of Arbitration for Sport in Lausanne, Switzerland, which will resolve the dispute definitively in accordance with the Code of sports-related arbitration. The time limit for appeal is twenty-one days after the reception of the decision concerning the appeal."

## 2. Acceptance of the arbitration clause by athletes

It is important that athletes expressly accept in writing this clause of the statutes. They may do so either by means of a general written declaration applicable to all future disputes between them and the sports federation, association or other sports body (see section a below), or by a written declaration limited to a specific sports event (see section b below).

**☑ Standard general declaration** "I the undersigned ... accept the statutes of ... [name of the federation], in particular the provision which foresees the exclusive competence of the Court of Arbitration for Sport."

**☑ Declaration limited to an event** "Within the framework of my participation in ... [name of the event], I the undersigned ... accept that any decision made by the highest internal tribunal in relation to this event may be the object of appeal arbitration proceedings pursuant to the Code of sports-related arbitration of the Court of Arbitration for Sport in Lausanne, Switzerland. I accept the competence of the CAS, excluding all recourse to ordinary courts."

Note: The validity of the clause excluding recourse to ordinary courts is not recognized by all national legal systems. Federations and organizers are recommended to check the validity of this clause within their own legal system.

**8. Athletes' Responsibility** The athletes have a responsibility to act responsibly, choosing their Entourage members with care and with the exercise of due diligence and to use their best efforts to ensure that any contract is negotiated with fair conditions.

**9 Athletes' Entourage Commission** To supervise the execution of these guidelines and advise members of the Entourage on its rules and procedures DFA has established an Entourage Committee. This commission is comprised of such members as determined by the DFA Board and are selected under procedures determined by the DFA Memorandum of Articles. Any final decision on questions related to the Athletes' Entourage is taken by the DFA Board based on the procedures of the DFA Memorandum of Articles and upon recommendations from the Entourage Committee.