



NATIONAL ICE SKATING ASSOCIATION

INTERNATIONAL SELECTION MANUAL

(incorporating Development and Performance Structure Pathway
and Talent Identification)

CONTENTS

1.	Qualification and Selection to the Performance Team ISU Championships and International Events 2009-10	3-6
2.	NISA Development and Performance structure including notes and TID structure	7-12
3.	NISA Athlete Agreement (RDPT)	13-26
4.	NISA Appeals Process for ISU Championships and Winter Olympics	27-29
5.	NISA Simplified Guide to Eligibility	30-34

1. **QUALIFICATION AND SELECTION TO THE PERFORMANCE TEAM, ISU CHAMPIONSHIPS AND INTERNATIONAL EVENTS 2009-10**

1a **Introduction**

The NISA Board has overall and final responsibility for all Selection Criteria and individual selection decisions – (Article 15, NISA Memorandum and Articles,)

The NISA Board may delegate responsibility for the production of the International Selection manual to the relevant NISA Portfolio Director during any season.

Any selection decisions made by any NISA Portfolio Director under any delegated powers must be signed off and agreed by the NISA Board before any decisions are communicated to the athlete and published in any other media.

NISA Performance and Development Portfolio Directors (Hilary Selby and Alan Seabrook respectively) must, for all selection matters, appoint and consult with their individual sub groups each consisting of ISU singles/pairs, ISU dance and ISU synchronized discipline representation. Appointment to the relevant sub group is by request of the NISA Portfolio Director concerned.

The Performance and Development Directors in consultation with their sub groups are responsible for the management and publication of the International Selection Criteria and procedures

The Performance and Development Directors and sub-groups, led by the appropriate Directors, will determine the selections taking into account exceptional circumstances such as, but not limited to, a skater returning to competition after injury, ongoing behavioral issues and adherence to the NISA Athlete Agreement or corresponding Regional Development Pathway Team document.

Both Directors and both sub-groups will liaise with each other to ensure that all skaters are considered within the overall Performance and Development Portfolios.

The decision of the selection group with regard to International competition and JGP allocation is final. **There is no right to appeal by the Athlete.**

Selection standards and procedures for selection of athletes will be agreed between NISA and the BOA for each individual Olympic Games. ISU criteria will be considered but the final decision remains between BOA and NISA.

Upon selection to ISU Championships and Winter Olympics, skaters will be notified by email and issued with a timeline for the individual's appeal process relating to the ISU Championship or Winter Olympics.

Appeals against non selection for ISU Championships and the Winter Olympics will only normally be considered on the clear and specific grounds that the selection criteria and/or process have not been fairly applied.

Performance Team skaters will at all times abide by the terms and conditions of the Performance Athlete Agreement.

Regional Development Pathway Team members are bound by the corresponding Regional Development Pathway Team Athlete Agreement

The NISA Board reserves the right to de-select or change skaters named to an event up to the draw of such event for reasons of, but not limited to, loss of form, injury, breach of the Athlete Agreement.

Eligibility is the responsibility of the individual skater not the NISA office staff or Directors

Please do not hesitate to contact the NISA office with regard to any queries.

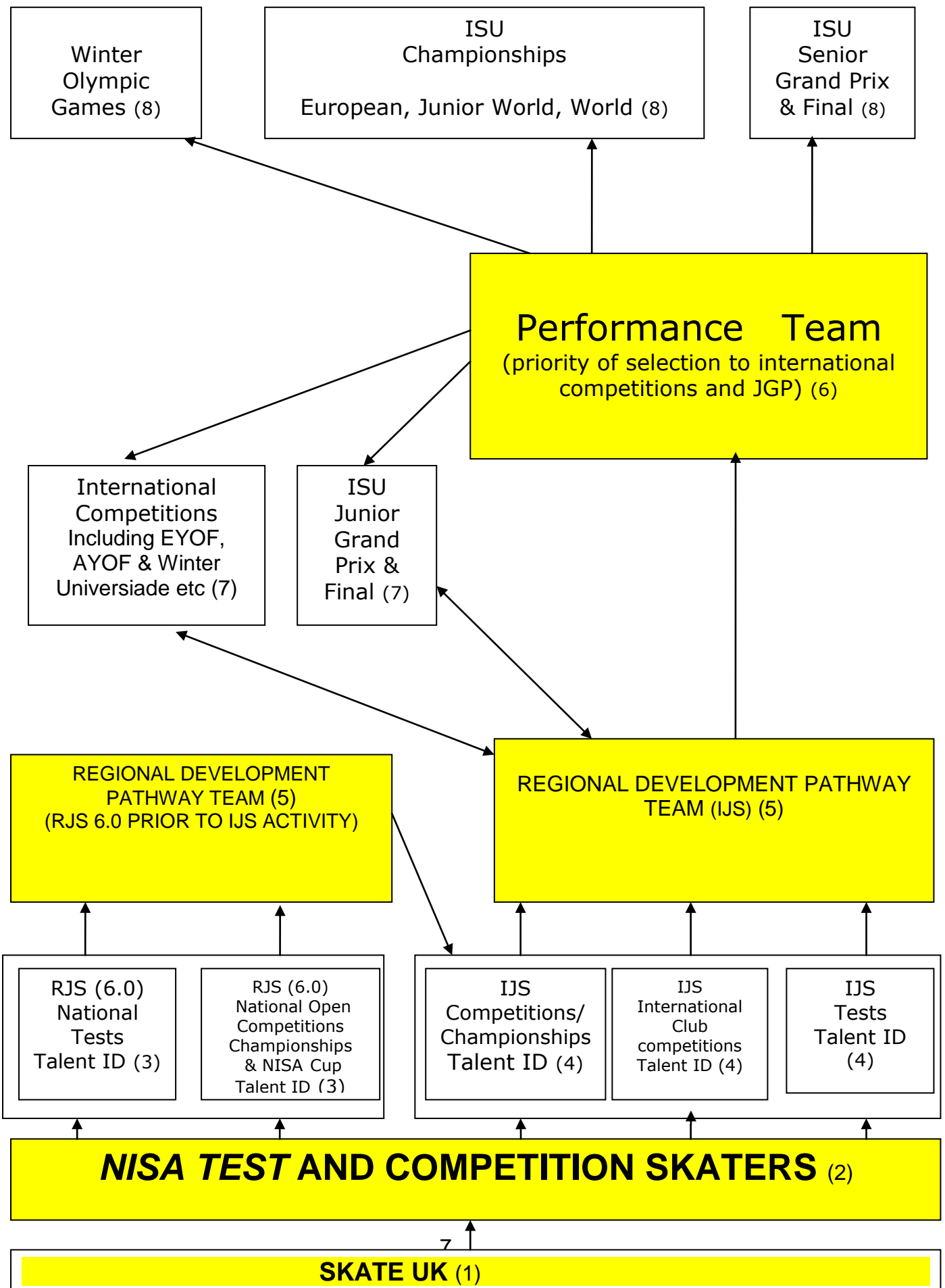
NISA BOARD
MAY 2009

QUALIFICATION AND SELECTION TO THE PERFORMANCE TEAM

1bi QUALIFICATION TO PERFORMANCE TEAM	
For Seniors the qualification score to Performance is based on the 24th placed short program score in singles, 20th placed short program score in pairs and the 24th placed score after the CD and OD in dance from the most recent (2008/9) European or World Championships. The lowest score will apply from the most recent European or World Championship. The score will be adapted to reflect any reduction/increase in element numbers by ISU as at 1 st July.	
For Juniors the qualification score to Performance is based on the 24th placed short program score in singles, 20th placed short program score in pairs and the 24th placed score after the CD and OD in dance from the most recent (2008/9) Junior World Championships. The score will be adapted to reflect any reduction/increase in element numbers by ISU as at 1 st July.	
1bii SELECTION TO PERFORMANCE TEAM	
Senior Skaters	Skater must attain age and the qualification score from the previous (2008/9) or current (2009/10) season in a Senior short program (singles and pairs) or Senior CD and OD (dance) and may be included in the Team at any time within the current (2009/10) season.
Junior Skaters	Skater must attain age and the qualification score from the previous (2008/9) or current (2009/10) season in a Junior short program (singles and pairs) or Junior CD and OD (dance) and may be included in the Team at any time during the current (2009/10) season.
1c SELECTION TO ISU CHAMPIONSHIPS	
Worlds	Each Performance skater/couple will have their season's best score taken from an ISU listed Senior International Event , where entered by NISA, or Senior Grand Prix , allocated by invitation, totaled with twice the season's British Senior Championship score. Only scores obtained before the ISU Entry closing date will be considered. The skater(s) with the highest total score may be considered for selection. All scores are relevant whether achieved as a Performance or Development skater. Development Skaters will not normally be considered for selection to this event.
Europeans	Each Performance skater/couple will have their season's best score taken from an ISU listed Senior International Event, where entered by NISA, or Senior Grand Prix , allocated by invitation, totaled with twice the season's British Senior Championship score. Only scores obtained before the ISU Entry closing date will be considered. The skater(s) with the highest total score may be considered for selection. All scores are relevant whether achieved as a Performance or Development skater. Development Skaters will not normally be considered for selection to this event.
Junior Worlds	Each Performance skater/couple will have their season's best score taken from one JGP/Junior International Event where entered by NISA totaled with twice the season's British Junior Championship score. Only scores obtained before the ISU Entry closing date will be considered. The skater(s) with the highest total score may be considered for selection. All scores are relevant whether achieved as a Performance or Development skater. Development skaters will not normally be considered for selection to this event.

1d SELECTION TO GRAND PRIX AND OTHER INTERNATIONAL EVENTS	
For all events Performance skaters will be allocated/offered events before Development skaters.	
JGP (Senior Grand Prix are only by invitation from the ISU)	<p>The season's top ranked skaters from the NISA Junior rankings lists, (from either Performance or Development) who have attained the pass score for the complete Junior test in the current/previous season may be offered a JGP(s) and consulted in order of ranking as to their choice of event venue.</p> <p>Any additional entry places may be offered to skaters who achieve top 10 placing in their first allocated JGP or who achieve the short program qualifying score for Performance later in the current season or to skaters, who qualify by pass score, further down the NISA ranking lists.</p>
Youth Olympics and other similar international events	Selection will be taken from the NISA rankings lists (Performance and Development skaters) and may be the highest placed age eligible skater/couple. NB this age is not always ISU compatible and restricted entry criteria may apply.
International competitions	Senior, Junior and Novice skaters (Performance and Development) from the respective NISA ranking lists may be allocated an International event(s) from the ISU calendar list (in addition to Grand Prix events). There may be a small number of events classed by NISA as full (non-club) international which do not originally appear on the ISU Calendar list.
Club international events, i.e. those not normally listed on the ISU calendar will not be allocated by Performance or Development. Skaters may enter these events through personal/club application on the proviso that they register with NISA in order to retain their Eligible status.	
. Synchro Development and Performance criteria to be added in due course.	

NISA DEVELOPMENT AND PERFORMANCE STRUCTURE
2009/2010



NOTES FOR THE DEVELOPMENT AND PERFORMANCE PATHWAY FLOWCHART

The flowchart demonstrates how talented skaters are identified in RJS (6.0) and IJS tests and competitions. Adults and Synchro shall be included in due course.

Once identified they are eligible to apply to become members of the Regional Development Pathway Teams (RDPT)

Skaters meeting Performance Team Selection Criteria are then eligible to apply to become members of the Performance team.

1) Skate UK

All skaters are advised to enter our sport by completing a NISA Approved Skate UK course. These courses are designed to give a good basic grounding in our sport and even if skaters do not continue into the competitive 'stream' they can continue for many years enjoying the recreational side to our sport.

2) NISA Tests and Competitions

- As soon as skaters are ready to join NISA and become competitive skaters they start a journey which could ultimately take them to the Olympics.
- Skaters in the NISA test structure may also compete in RJS (6.0) competitions .

3) Talent Identification (TID) in RJS (6.0) Tests and Competitions

- Skaters with talent (see Talent Identification Documents) may apply to join the Regional Development Pathway Teams– (5)

4) Talent Identification (TID) in IJS Competitions.

- When skaters are competent they may move from RJS (6.0) Events into the IJS system which will allow entry into:
 - IJS competitions in the UK
 - IJS British Championships
 - IJS International Club competitions
- IJS tests are applied for and awarded from scores attained in IJS competitions. They are not skated at separate test sessions.
- All skaters may compete in International club competitions subject to registering their entry with NISA in order to protect their Eligible status.
- Skaters meeting the IJS Talent Identification Criteria (TID) (4) may apply to join the Regional Development Pathway Teams (RDPT). (5)

- Skaters may apply to be accepted to the RDPT by submitting the NISA RDPT tests application forms which include RJS/IJS test and age confirmation according to the TID criteria for tests.
- Application by test will commence prior to 1st July 2009 but with age relevant to 1st July 2009.
- From 1st July 2009, referees of RJS (6.0) Open competitions and NISA Championship will be responsible for completing TID reports with details of recommended skaters selected against the TID competition criteria.
- Ages set against TID criteria for 2009/10 may be subject to change once the first applications and recommendations have been received and considered.
- NISA records all Season's Best IJS scores within a National Ranking list available on the NISA website.
- Scores for NISA National rankings and for acceptance to the Regional Development Pathway Teams (RDPT) will be accepted from all competitions which are run with acceptable panels.(see announcement) .
- It is a skater's own responsibility to submit scores to NISA.

5) Regional Development Pathway Teams

- The first stage in setting up the RDPT system is to acknowledge skaters in order that they may have access to any available funding for RDPT members.
- The Regional Development Pathway Teams will consist of both RJS and IJS skaters.
- Skaters may be included within the RDPT at any time within the season.
- RJS (6.0) team members may also qualify through IJS in due course.
- From the RDPT, skaters with IJS National Ranking scores will be considered for selection to International competitions and Junior Grand Prix.
- Priority will be given to Performance Team skaters before RDPT skaters when competitions are allocated.
- Skaters who have been injured or out of competition for a valid reason may be included within the RDPT.
- Skaters will not be removed from RDPT immediately they reach the upper age per test or competition.

6) PERFORMANCE TEAM

- Skaters will be invited at the start of each season to join the Performance Team.
 - The NISA Performance Selection Criteria and National Ranking system will identify skaters who qualify to the Performance Team.
 - Scores for National Ranking lists and for the Performance Team will be accepted from all competitions which are run with acceptable panels (see announcement)
 - It is skater's own responsibility to submit best SP or CD&OD scores for consideration towards inclusion in the Performance Team and for inclusion in the National Ranking lists.
- Skaters may be included within the Performance Team at any time in the season subject to amendment of the Selection Criteria (SP or CD+OD points) as a result of an increase or decrease by ISU in the number of elements as at 1st July. ISU changes to any other mathematical factor will not be considered.
 - Skaters who have been injured or out of competition for a valid reason may be included within the Performance Team.
 - From the Performance Team skaters may be allocated International competitions and Junior Grand Prix,(7) Senior Grand Prix, ISU Championships and Olympics (8)
 - Priority will be given to Performance skaters before RDPT skaters when International competitions and Junior Grand Prix are allocated.
- (7) **INTERNATIONAL COMPETITIONS AND JUNIOR GRAND PRIX**
- All the above events on the ISU calendar may be open to RDPT and Performance Team members.
 - Any entry places at these events that are not allocated to Performance Team members may be allocated to RDPT members (4).
 - RDPT team members must make application to enter these events on the NISA International competition application form once NISA has published the available list of entry places.
- (8) **SENIOR GRAND PRIX, ISU CHAMPIONSHIPS & WINTER OLYMPIC GAMES**
- Entry to Senior Grand Prix is by invitation
 - Normally only skaters from the Performance Team (6) may be eligible for selection/invitation to these events

REGIONAL DEVELOPMENT PATHWAY TEAM

TALENT IDENTIFICATION PROGRAMME

NATIONAL OPEN RJS COMPETITIONS AND NISA IJS EVENTS AND CHAMPIONSHIPS

	Age at preceding 1st July	Criteria IJS Points or Elements plus Skating Skills or Star Factor			Officials responsible for identifying skaters
SINGLES LEVEL 1	Under 6	SS	All Singles + all spins	SF	Referee & Judging panel
SINGLES LEVEL 2	Under 7	SS	All Singles + all spins	SF	Referee & Judging panel
SINGLES LEVEL 3	Under 8	SS	All Singles + all spins	SF	Referee & Judging panel
SINGLES LEVEL 4	Under 9	SS	1A + all spins	SF	Referee & Judging panel
SINGLES LEVEL 5	Under 10	SS	Axel type jump +1Double + all spins	SF	Referee & Judging panel
SINGLES LEVEL 6	Under 11	SS	Axel type jump +2 Doubles +all spins	SF	Referee & Judging panel
SINGLES LEVEL 7	Under 12	SS	Axel type jump +2 Doubles +all spins	SF	Referee & Judging panel
SINGLES LEVEL 8	Under 13	SS	Axel type jump +3 Double +all spins	SF	Referee & Judging panel
SINGLES LEVEL 9	Under 14	SS	Axel type jump +4 Doubles +all spins	SF	Referee & Judging panel
SINGLES LEVEL 10	Under 15	SS	Axel type jump +5 Double +all spins	SF	Referee & Judging panel
IJS LADIES NOVICE	Under 15	2.5 Reduced Points - As per relevant overall NISA test pass of same season at NISA Event			Skater applications
IJS MENS NOVICE	Under 15				
IJS LADIES JUNIOR	Under 19				
IJS MENS JUNIOR	Under 19				
IJS LADIES SENIOR	Any	2.5 Reduced Points - As per relevant NISA overall test pass of same season at NISA Event . Score must be obtained since 1st July of previous season.			Skater applications
IJS MENS SENIOR	Any				

PAIRS	MAN	LADY				
NISA NOVICE	under 15	under 15	SS	3 pair elements of a different nature demonstrated without error. Lift/ Throw/ Pivot Figure	SF	Referee & Judging panel
PRE-IJS	under 16	under 14	SS	3 pair elements of a different nature demonstrated without error. Twist/Lift/ Throw/ Pivot Figure/Death Spiral	SF	Referee & Judging panel
IJS NOVICE PAIRS	under 17	under 15	2.5 Reduced Points - As per relevant overall NISA test pass of same season at NISA Event			Skater applications
IJS JUNIOR PAIRS	under 21	Under 19				
IJS SENIOR PAIRS	any	any	2.5 Reduced Points - As per relevant overall NISA test pass of same season at NISA Event . Score must be obtained since 1st July of previous season.			Skater applications

SOLO DANCE CHAMPIONSHIP COMPETITORS	MAN	LADY				
JUNIOR	20	18	SS	All Steps Spins & Twizzles in OD & FD Level 2	SF	Referee and Judging panel recommendations to Technical panel officials for confirmation
INTERMEDIATE WITH LEVEL 7 F.MOVES	21	19	SS	All Steps Spins & Twizzles in OD & FD Level 3	SF	
SENIOR WITH LEVEL 9 F.MOVES	22	20	SS		SF	
IJS NOVICE	Under 17	Under 15	3.0 Reduced points . As per relevant overall NISA test pass of same season at NISA Event			Skater applications
IJS JUNIOR	Under 21	Under 19	3.0 Reduced points. As per relevant overall NISA test pass of same season at NISA Event			
IJS SENIOR	Any	Any	3.0 Reduced points. As per relevant overall NISA test pass of same season at NISA Event . Score must be attained since 1st July of previous season			

RJS Couples & Solo Dance

Non-IJS dance couples and solos are not as yet included as there is no measure of difficulty for dance elements but as an interim measure a Technical Panel will assess levels of spins, steps and twizzles from recommendations and selections from the referee and judging panels at the Solo Championships July 2009 using the

This will be for Junior Intermediate and Senior skaters only because, at this stage, they fall outwith the age criteria for the Test Talent Identification. Novice and Primary competitors may attain membership of the RDPT through National tests.

Elements

All required elements must be executed with excellent quality for age.

Double jumps must be different abbreviations either as solo jumps or in combination/sequences

Skating Skills (SS)

The overall skating quality, edge control and effortless glide and flow over the ice surface demonstrated by cleanliness and sureness of the edges, steps, turns ,etc., the clarity of technique and the use of effortless power to accelerate and vary speed. Balance, rhythmic knee action and mastery of one foot and multi-directional skating should be demonstrated.

Star Factor (SF)

The display of physical, emotional and intellectual involvement in the programme, showing good carriage with style, individuality and personality. Overall, the skater should show the ability to project an idea, their skating ability and the performance to their audience.

REGIONAL DEVELOPMENT PATHWAY TEAM

TALENT IDENTIFICATION PROGRAMME

NISA RJS AND IJS TESTS

NISA TESTS	AGE AT PRECEDING 1ST JULY	
SINGLES TESTS		
LEVEL 1 ELEMENTS AND FREE AND FIELDMOVES	Under 6	
LEVEL 2 ELEMENTS AND FREE AND FIELDMOVES	Under 7	
LEVEL 3 ELEMENTS AND FREE AND FIELDMOVES	Under 8	
LEVEL 4 ELEMENTS AND FREE AND FIELDMOVES	under 9	
LEVEL 5 ELEMENTS AND FREE AND FIELD MOVES	Under 10	
LEVEL 6 ELEMENTS AND FREE AND FIELDMOVES	Under 11	
LEVEL 7 ELEMENTS AND FREE AND FIELDMOVES	Under 12	
LEVEL 8 ELEMENTS AND FREE AND FIELDMOVES	Under 13	
LEVEL 9 ELEMENTS AND FREE AND FIELDMOVES	Under 14	
LEVEL 10 ELEMENTS AND FREE AND FIELDMOVES	Under 15	
IJS LADIES NOVICE SP/FP AND LEVEL 8 FIELD MOVES	Under 15	
IJS MENS NOVICE SP/FP AND LEVEL 8 FIELD MOVES	Under 15	
IJS LADIES JUNIOR SP/FP AND LEVEL 9 FIELD MOVES	Under 19	
IJS MENS JUNIOR SP/FP AND LEVEL 9 FIELD MOVES	Under 19	
IJS LADIES SENIOR SP/FP AND LEVEL 10 FIELD MOVES		
IJS MENS SENIOR SP/FP AND LEVEL 10 FIELD MOVES	Any age (one segment test score attained in in current /previous season)	
INDIVIDUAL PAIR TESTS	MAN	LADY
LEVEL 1 PAIRS AND LEVEL 4 FIELD MOVES	Under 11	Under 9
LEVEL 2 PAIRS AND LEVEL 4 FIELD MOVES	Under 12	Under 10
LEVEL 3 PAIRSAND LEVEL 4 FIELD MOVES	Under 13	Under11
LEVEL 4 PAIRSAND LEVEL 4 FIELD MOVES	Under 14	Under 12
LEVEL 5 PAIRS AND LEVEL 5 FIELD MOVES	Under 15	Under 13
LEVEL 6 PAIRS AND LEVEL 6 FIELD MOVES	Under 16	Under14
IJS NOVICE PAIRS SP/FP AND LEVEL 8 FIELD MOVES	Any age (one segment test score attained In current/previous season)	Any age (one segment test score attained In current/previous season)
IJS JUNIOR PAIRS SP/FP AND LEVEL 9 FIELD MOVES		
IJS SENIOR PAIR SP/FP AND LEVEL 10 FIELD MOVES		
INDIVIDUAL DANCE TESTS	MAN	LADY
LEVEL 1 CD/OD/FD and LEVEL 1 FIELD MOVES	Under 8	Under 6
LEVEL 2 CD/OD/FD AND LEVEL 2 FIELD MOVES	Under 9	Under 7
LEVEL 3 CD/OD/FD AND LEVEL 3 FIELD MOVES	Under 10	Under 8
LEVEL 4 CD/OD/FD AND LEVEL 4 FIELD MOVES	Under 11	Under 9
LEVEL 5 CD/OD/FD AND LEVEL 5 FIELD MOVES	Under 12	Under 10
LEVEL 6 CD/OD/FD AND LEVEL 6 FIELD MOVES	Under 13	Under 11
LEVEL 7 CD/OD/FD AND LEVEL 7 FIELD MOVES	Under 14	Under 12
LEVEL 8 CD/OD/FD AND LEVEL 8 FIELD MOVES	Under 15	Under 13
LEVEL 9 CD/OD/FD AND LEVEL 9 FIELD MOVES	Under 16	Under 14
LEVEL 10CD/OD/FD AND LEVEL 10 FIELD MOVES	Under 17	Under 15
IJS NOVICE CD/FD AND LEVEL 8 FIELD MOVES	Any age (one segment test score attained In current/previous season)	Any age (one segment test score attained In current/previous season)
IJS JUNIOR CD/OD/FD AND LEVEL 9 FIELD MOVES		
IJS SENIOR CD/OD/FD AND LEVEL 10 FIELD MOVES		

Dance and Pair criteria is based on individual test passes to encourage the formation of partnerships through identification and matching. However from level 6 (IJS Competition entry) if one skater meets the test and age criteria then the partner is included subject only to test qualification.

There is no age criteria for IJS Dance and Pairs as per the British Championships and IJS Events although test scores of events already held must have been attained in the current or previous season to preclude those who have not continued to compete on a regular basis. The same applies for senior singles IJS.

Dancers who compete in IJS events without IJS test qualifications and are not part of a couple already qualified for RDPT through one skater, and do not meet the age requirements, still have the opportunity to qualify for RDPT by continuing to take National tests.

Pair test criteria commences at a later age because skaters must already have attained Level 4 Singles tests.

20th June 2009

**GB REGIONAL DEVELOPMENT PATHWAY
TEAM**

ATHLETE AGREEMENT

Between:

National Ice Skating Association of UK and
[athlete]

CONTENTS

CLAUSE

1. INTERPRETATION
 2. AIMS & OBJECTIVES
 3. ELIGIBILITY
 4. TERM
 5. NGB's RESPONSIBILITIES
 6. ATHLETE'S RESPONSIBILITIES
 7. CONFIDENTIALITY & DATA PROTECTION
 8. INTELLECTUAL PROPERTY
 9. MANAGING DIFFERENCES
 10. TERMINATION & SUSPENSION
 11. GENERAL
- SCHEDULE 1 – Interpretation

THIS AGREEMENT is made on the [____] day of [_____] 2009

BETWEEN:

- (1) **National Ice Skating Association, Grains Building, High Cross Street, Nottingham NG1 3AX** (the "**NGB**"); and
- (2) (the "**Athlete**").

INTRODUCTION:

- (A) The National Ice Skating Association of UK is recognized by the ISU, the British Olympic Association, Sports Councils and all other bodies involved in the administration of sport, as the National Governing Body for the United Kingdom for Figure Skating, Synchronized Skating and Short track Speed Skating.
- (B) Members of the GB Regional Development Pathway Team are active competitors in the sport of Figure Skating with the objective of qualifying to be a member of the GB Performance Squad following successful performances at Competitions.
- (C) In signing this document the athlete agrees to join the GB Regional Development Pathway Team and to all of the conditions set out as part of being a member of the GB Regional Development Pathway Team. NISA will agree to support and assist the athlete in making the most of his/her sporting career.
- (D) This Agreement should be seen as a "Statement of Shared Responsibilities" of "Code of Conduct" which is designed to enable each member of the GB Regional Development Pathway Team to make the most of their sporting career and for the NGB to continue to develop the GB Regional Development Pathway Team of high performance Figure Skating.

IT IS AGREED as follows:

1. INTERPRETATION

Words and expressions used in this Agreement shall have the meanings set out in Schedule 1, unless the context requires otherwise.

2. AIMS & OBJECTIVES

- 2.1 The Parties recognise that the ultimate goal of everyone involved in the GB Regional Development Pathway Team is to qualify for a place on the GB Performance Squad following successful performances in competitions
- 2.2 The Parties acknowledge that this Agreement is not a contract of employment and the Athlete's agreement to become a member of the GB Regional Development Pathway Team and his/her participation in GB Regional Development Pathway Team activities will not create an employment relationship between the Athlete and the NGB.
- 2.3 The Athlete acknowledges that all the obligations and duties which he/she is accepting under this Agreement are conducive to his/her own professional development as an athlete, and to assist and enable him/her to qualify for a place on the GB Performance Squad following successful performances in competitions .
- 2.4 The Athlete and the NGB acknowledge that the obligations and duties which the NGB is accepting under this Agreement are conducive to the effective management of the Regional Development Pathway Team Programme.

3. ELIGIBILITY

- 3.1 The Athlete will not be a member of the GB Regional Development Pathway Team until NISA has received a signed and dated copy of this Agreement.
- 3.2 The Athlete must be a paid-up member of NISA and keep up to date with their subscription fees.
- 3.3 It is the athlete's responsibility to ensure that they protect their Eligible status at all times and ensure that all paperwork is submitted on a timely basis (See NISA website)

4. TERM

The Athlete will become a member of the GB Regional Development Pathway Team from the date of signature of this agreement until 30th June annually. This may be terminated in accordance with any disciplinary rules detailed in this document.

5. NISA'S RESPONSIBILITIES

5.1 NISA agrees the following:

- (a) to manage and operate a programme for the sport to the best standards achievable within the available funding.
- (b) subject to any limitations of NISA's funding, NISA will make available for purchase such kit, equipment and clothing as NISA shall reasonably consider is required by the Athlete in order to perform as a development athlete in the sport. The kit etc will be of a high standard and delivered in good time to allow the Athlete to test and familiarise himself with it in advance of competition;
- (c) to provide such information and instructions as the Athlete may reasonably require in order to enable the Athlete to perform his obligations under this Agreement, and to publish written policies and procedures including:
 - (i) Eligibility Requirements;
 - (ii) Selection, De-Selection & Appeals Procedures for British Teams;
 - (iii) Anti-Doping Rules;
 - (iv) GB Regional Development Pathway Team Support Services Guidelines;
 - (v) Sponsorship Guidelines;
 - (vi) Injury and Health Management Guidelines;
 - (vii) Competition Rules and Regulations.

A current copy of each of the documents referred to at (i) to (vii) above shall be published on the NISA Website;

- (g) To provide the Athlete with updates detailing relevant changes in the GB Regional Development Pathway Team or in the organisation of NISA.

5.2 Further, NISA agrees:

- (a) To manage and govern all aspects of the GB Regional Development Pathway Team in a manner that constitutes good governance and best practice. This involves

ensuring that NISA's sports policies and procedures are regularly reviewed and if necessary enhanced to comply with current good practice;

- (b) To abide by all the sports policies and procedures adopted by NISA;
- (c) To actively encourage and support consultation with the Athlete in policy and programme development and to ensure timely communication of any revisions with each Athlete;
- (d) Not to make any public statement (whether made as part of a formal interview or not) which is detrimental to the reputation of the Athlete or otherwise derogatory or offensive. Fair comment and criticism of a sporting performance or behaviour linked to a sporting performance or some other aspect of this Agreement shall not be prohibited by this Clause. This Clause will not limit or restrict NISA's reporting obligations to the Sports Councils.

6. ATHLETE'S RESPONSIBILITIES

- 6.1 The Athlete agrees to the terms of this Agreement including the following provisions of this Clause 6.

Training & Competition

- 6.2 The Athlete will develop and agree with their coach an individual training and competition plan, including any designated GB Regional Development Pathway Team activities.
- 6.3 NISA reserves the right to be involved in the training and competitions plans for any Athlete selected for ISU Junior Gran Prixs, ISU Championships and other such events.
- 6.4 The Athlete agrees to follow the individual training and competition plan to the best of his/her abilities.
- 6.5 The Athlete understands and agrees that selection for ISU listed international competitions shall be conducted in accordance with the NISA selection policies and procedures.

Clothing & Equipment

- 6.6 The Athlete agrees not to display tattoos that may cause offence or conflict with the Commercial Partners whilst carrying out Figure Skating-related activities as part of the GB Regional Development Pathway Team.
- 6.7 With the prior approval of the NISA Development Director, the Athlete shall be entitled to affix the name and/or logo of any personal sponsors to the Athlete's team clothing and/or equipment [in line with the NISA /ISUSponsorship Guidelines].

Fitness, Injury & Illness

- 6.8 The athlete agrees to use his/her best efforts, and to work with his/her coach and the Development Director, to obtain and maintain the highest possible level of health and physical fitness required for consistent training and competition as a competitor in the sport;
- 6.9 The waiver of the right of confidentiality granted at Clause 6.12 will be a limited waiver effective only:
- (a) For all purposes properly associated with the GB Regional Development Pathway Team;
 - (b) In order to assess the Athlete's ability to fulfill the aims and objectives of the GB Regional Development Pathway Team;
 - (c) For those specific aims, objectives and goals agreed between NISA and the Athlete (whether or not set out in any training or competition plan).
- 6.10 The Athlete understands and accepts that the sport carries a risk of physical injury and the Athlete agrees to take all reasonable care to avoid causing harm to him/herself and others.

Standards of Behavior & Attitude

- 6.11 The Athlete recognises that, as a RDTP competitor within the GB Regional Development Pathway Team, his/her behaviour will reflect on NISA and the sport. Accordingly, the Athlete agrees to conduct him/herself in a proper manner at all times while participating in GB Regional Development Pathway Team activities. Further, the Athlete agrees that for the duration of the Membership Period he will:
- (a) Make a positive commitment to supporting and achieving the aims and objectives of the GB Regional Development Pathway Team;
 - (b) Accept and abide by all the sport's policies and procedures currently adopted in relation to membership of NISA and the GB Regional Development Pathway Team, including this Agreement;
 - (c) Conduct him/herself at all times when training, competing or on duty as a member of the British Team in a correct and proper manner that does not bring NISA, the sport, any Commercial Partner or the Athlete him/herself into disrepute;
 - (d) Project a favourable and positive image of the sport, adopting high standards of behaviour and appropriate dress standards when carrying out duties in relation to the GB Regional Development Pathway Team;
 - (e) Behave reasonably and in a manner that shows proper respect for other athletes and colleagues in the sport and other athletes when training, competing or residing in a multi-sport environment (such as at Youth Olympic Games);
 - (f) Avoid consuming alcohol or nicotine as these substances can have a detrimental effect on skating performance and levels of fitness.

Excessive consumption of alcohol and or nicotine may result in the skater's removal from the Squad.

- (g) Keep NISA informed of any change of circumstances that may affect the Athlete's [or any other GB Regional Development Pathway Team member's] ability to train or compete to the high standards required by this Agreement; and
- (h) Keep NISA informed of any changes to the Athlete's personal circumstances, such as any change of permanent residential address and, in respect of periods when the Athlete is outside the country training or competing, any temporary overseas address.
- (i) Notify NISA immediately of any change of coach on training venue.

Anti-Doping

- 6.12 The NGB is committed to drug-free sport and through the ISU has agreed to comply with the provisions of the World Anti-Doping Code. Additionally NISA recognises UK Sport as the United Kingdom's National Anti-Doping Organisation (as that term is defined in the World Anti-Doping Code) and has entered into agreements with UK Sport on the actions to be taken in respect of GB Regional Development Pathway Team (and other funded) athletes who are suspected or convicted of a doping offence. It is the individual responsibility of each Athlete to ensure he/she is familiar with, and to comply with, all the applicable provisions of NISA with regard to anti-doping, ISU and UK Sport's Anti-Doping Policy and Rules and the World Anti Doping Code (together the "**Anti-Doping Rules**"). Links to the relevant sites are available on the NISA website.
- 6.13 NISA is available to provide help, assistance and guidance on any aspect of the Anti-Doping Rules.
- 6.14 The Athlete must ensure that:
- (a) any medication or substance taken in any form does not contain any substance prohibited for use by the Anti-Doping Rules;
 - (b) he/she neither possesses, supplies, nor uses illegal or prohibited drugs or techniques;
 - (c) he/she ensures that NISA is fully informed of any and all drug-related offences in which he may be involved;
 - (d) he/she is available for testing in accordance with the Anti-Doping Rules;
 - (e) he/she ensures that any therapeutic use or other permitted medication exemptions are fully documented prior to use as laid out in the Anti-Doping Rules; and
 - (f) he/she supports drug-free and ethical practices and, as reasonably required by NISA, he/she participates in educational programmes in relation to doping control and related matters.

The provisions of this Clause 6.14 are in addition to and are in no way intended to limit the scope of the obligations set out in the Anti-Doping Rules, nor to set out in any comprehensive way the scope of the Anti-Doping Rules.

7. Data Protection

- 7.1 The Athlete acknowledges that all personal information (including "sensitive" personal information relating to race or ethnic origin, physical or mental health, and other matters covered by the data protection legislation) provided by him/her or gathered whilst a member of the GB Regional Development Pathway Team for the purposes of the GB Regional Development Pathway Team may be stored

electronically or otherwise and processed for the purposes of and in connection with the GB Regional Development Pathway Team by employees, agents and contractors of NISA in accordance with current data protection legislation, guidelines and practices.

8. INTELLECTUAL PROPERTY

Intellectual Property

- 8.1 The NISA warrants and the Athlete acknowledges that the Intellectual Property and all rights in, attaching to or relating to the GB Regional Development Pathway Team, its other programmes, events, initiatives and marketing and promotional materials is owned by NISA and that the Athlete will not make use of such Intellectual Property, except where permitted or required to do so in accordance with his obligations under this Agreement. The Athlete agrees that he/she will not use the Trade Marks of NISA or the Commercial Partners in conjunction with any personal commercial arrangements of the Athlete without the prior written approval of NISA (which shall not be unreasonably withheld or delayed).

10. TERMINATION & SUSPENSION

Termination and Suspension

- 10.1 Continued membership of the GB Regional Development Pathway Team will normally be dependant upon:
- (a) satisfactory performance by [the Athlete] and
 - (b) conformance with programmes, reporting requirements, policies, procedures and reasonable requests of NISA.
- 10.2 NISA will conduct regular reviews, in which it will take into account the above (and any other relevant) factors, in order to determine whether to continue, suspend or terminate an Athlete's membership of the GB Regional Development Pathway Team. For the avoidance of doubt, NISA has the absolute right to suspend or terminate the Athlete's membership of the GB Regional Development Pathway Team in light of any such review, subject to NISA discussing its intentions with the Athlete beforehand and thereafter giving written notice to the Athlete. In such cases, membership will terminate one month after the date of the termination notice, and all such decisions will be capable of appeal under the applicable appeals policy.
- 10.3 NISA may suspend the Athlete's membership of the GB Regional Development Pathway Team during any period in which NISA is carrying out a disciplinary investigation into any alleged acts or defaults of the Athlete which may be in breach of the Athlete's obligations under the Agreement or otherwise considering or investigating any of the matters set out in Clause 10.1. The Athlete shall continue to receive any Athlete Personal Award funding that is being made available to him during any period of suspension.

Termination for Cause

- 10.4 In addition to any other right of termination or remedy conferred on NISA under this Agreement, NISA may, at its absolute discretion, terminate or suspend this Agreement and the Athlete's membership of the GB Regional Development Pathway Team at any time and with immediate effect by written notice to the Athlete if:
- (a) the Athlete does not comply with the policies, procedures and regulations of NISA and the GB Regional Development Pathway Team;

- (b) the Athlete does not comply with the obligations and responsibilities undertaken within this Agreement;
- (c) the Athlete, in accepting membership of the GB Regional Development Pathway Team, has made a declaration that is untrue;
- (d) it is proved that the Athlete has seriously misled UK Sport (or any other Sports Council) or NISA in applying for any programme award or lottery award;
- (e) the Athlete is found guilty under the rules and procedures of NISA relating to doping matters (a copy of which is available on the Website) and/or any other Anti-Doping Rules; and
- (f) the Athlete has failed to comply with an earlier written notice:
 - (i) specifying a material breach of this Agreement by the Athlete; and
 - (ii) in the case of a breach which is capable of remedy, requiring that the Athlete remedy that breach within 5 working days after receipt of that earlier notice.

Athlete's Termination of GB Regional Development Pathway Team Membership

- 10.5 Subject to Clause 10.6, the Athlete shall be entitled to terminate his membership of the GB Regional Development Pathway Team at any time subject to discussing his intentions with the NISA General Secretary beforehand and thereafter giving written notice to the General Secretary.
- 10.6 Where terminated by Athlete, this Agreement will cease to apply to any Athlete immediately upon acceptance of termination of his membership of the GB Regional Development Pathway Team by NISA.
- 10.7 The Athlete shall have the right to terminate this Agreement at any time by giving a written notice of termination to NISA if NISA ceases, or threatens to cease, to carry on business, or becomes insolvent.

Consequences of Termination

- 10.8 On termination of the Athlete's membership of the GB Regional Development Pathway Team for any reason:
- (a) such termination will be without prejudice to either Party's rights and remedies in respect of any breach of this Agreement by the other Party, where the breach occurred before the date of termination;
 - (b) the Athlete shall immediately cease to be a member of the GB Regional Development Pathway Team; and
 - (c) the Athlete shall immediately refund to NISA (without set-off or deduction) that proportion of the NISA funding/programme awards which the Athlete is already in receipt of and which is intended by NISA to relate to any period of time running after the date of termination.

11. GENERAL

- 11.1 Both NISA and the Athlete agree to comply with the rules, policies and procedures of the ISU and, where appropriate as adopted, varied and amended from time to time.
- 11.2 In respect of:
- (a) [the waiver of medical confidentiality granted at Clauses 6.14 and 6.15 granted in favour of any doctor or physician disclosing otherwise confidential information, the Contracts (Rights of Third Parties) Act 1999 will apply to confer a right of enforcement on the doctors or other physicians;]
 - (b) the rights to use the Athlete's Image granted in favour of the Sports Councils and the Commercial Partners pursuant to Clause 6.28, the Contracts (Rights of Third Parties) Act 1999 will apply to confer a right of enforcement on the Sports Councils (or any of them) and Commercial Partners respectively; and
 - (c) rights relating to Anti-Doping matters granted in favour of the Sports Councils or any of them at Clauses 6.18 to 6.24, the Contracts (Rights of Third Parties) Act 1999 will apply to confer a right of enforcement on the Sports Councils or any of them.
- 11.3 This Agreement is governed by the laws of England, Wales and Scotland.

IN WITNESS WHEREOF this Agreement has been executed the day and year first above-written.

SIGNED for and on behalf of
[NATIONAL ICE SKATING ASSOCIATION]
by:

Athlete Declaration

By signing below the Athlete confirms that:

1. I agree to become a member of the GB Regional Development Pathway Team;
2. I will use my best endeavours to comply with this Agreement at all times and further understand and agree that any non-compliance on my part may well result in my becoming ineligible for further participation in the GB Regional Development Pathway Team; and
3. My NISA membership number is _____.

Signed by:

Signature (Athlete)

Print Athlete Name

Date

Signature of Witness

Print Witness Name

Date

(or parent/guardian, or person with parental responsibility, if Athlete is under the age of 18)

Relationship to the Athlete: _____

SCHEDULE 1

Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:
- (a) “**Athlete Confidential Information**” means all information (not already in the public domain other than as a result of a breach of an obligation of confidentiality) communicated by the Athlete pursuant to his membership of the GB Regional Development Pathway Team which is clearly by its nature confidential, including (but not limited to) any personal information or data about the Athlete, any information or data concerning the Athlete’s fitness and medical condition (including any reports on the same from any doctor or other physician) and any financial information (other than public information such as programme grants and funding);
 - (b) “**BOA**” means the British Olympic Association;
 - (c) “**GB Regional Development Pathway Team**” means the team which is selected by NISA as the national representative team for the sport in any international competition at a development level;
 - (d) “**Commercial Partners**” means those sponsors, licensees, supporters, official suppliers and any other commercial entity providing financial and/or technical support or goods and/or services directly or indirectly to NISA from time to time during the Membership Period in consideration of publicity, rights of association or other commercial benefit to them (other than for consideration of payment in full of the retail cash value of the goods or services supplied); an up to date list of the Commercial Partners from time to time will be available on the Website;
 - (e) “**Confidential Information**” means Athlete Confidential Information and/or NGB Confidential Information, as applicable;
 - (f) “ISU” means the International Skating Union;
 - (g) “**Intellectual Property**” means the Trade Marks, other trade marks (including logos and trade dress), domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, NISA Confidential Information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same;
 - (h) “**Membership Period**” means the period of time during which the Athlete is a member of the GB Regional Development Pathway Team in accordance with the provisions of this Agreement;
 - (i) **NISA:** means the Board of Directors of the National Ice Skating Association (UK) Ltd
 - (j) “**NGB Confidential Information**” means any information or data (not already in the public domain other than as a result of a breach of an obligation of confidentiality):
 - (i) which directly or indirectly relates to financial information, accounts or marketing plans of NISA, including information about Commercial Partners and potential future Commercial Partners and general market opportunities for the sport, which have come to the knowledge of the Athlete as a result of

his membership of the GB Regional Development Pathway Team;

- (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of NISA;
 - (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of NISA and/or the GB Regional Development Pathway Team, including any information relating to the construction and use of specialised equipment and the evaluation of the training loads and physical responses of Athletes;
 - (iv) relating directly or indirectly to the contents of the GB Regional Development Pathway Team, the One Stop Plan or Whole Sport Plan of the NGB, including all documentation relating to the development of support services and any or all drawings, plans, specifications and technical information relating to the same; or
 - (v) relating directly or indirectly to NISA and/or the GB Regional Development Pathway Team which is clearly by its nature confidential or which was communicated by NISA to the Athlete on the express or implied condition that it would remain confidential between them;
- (k) “**Parties**“ or “**Party**” means the parties or a party to this Agreement, as the context requires;
 - (l) “**SDRP**” means Sports Dispute Resolution Panel;
 - (m) “**Sports Councils**” means the UK Sports Council and the Home Country Sports Councils namely Sport England, Sport Scotland, the Sports Council for Wales and the Sports Council for Northern Ireland, together being the distributors of the Lottery Sports Fund;
 - (n) “**Trade Marks**” means the registered trade marks of NISA and those trade marks for which an application for registration is pending (in any registry in the world) which are set out in Schedule 2 to this Agreement or which are adopted and used by NISA after the date hereof;
 - (o) “**Website**” means the official website of the NGB from time to time; and
 - (p) “**Winter Games**” means the Olympic and Paralympic Winter Games held once every four years; and references to the Winter Games shall mean the forthcoming Winter Games from time to time, which at the date of this Agreement are due to commence in Vancouver in 2010.

1.2 In this Agreement, unless the context indicates otherwise:

- (a) where a Party agrees not to do something this includes an obligation not to permit or cause that thing to be done indirectly by another person;
- (b) references to “him” or “his” shall include “her” and “hers”;
- (c) references to the “sport” shall mean the sport of Figure Skating in all its various forms and disciplines;
- (d) where any Clause provides for the Athlete’s or NISA’s consent or approval to be obtained by the other, neither shall be entitled to unreasonably withhold or unnecessarily delay such consent. In the case of NISA, withholding consent would be reasonable where (amongst other things) in the honest and genuine opinion of NISA the giving of consent would have a detrimental effect on the performance of the

Athlete or on the functioning of the GB Regional Development Pathway Team (including a detrimental effect on the relationship of NISA with its Commercial Partners);

- (e) the BOA's Bye-Law on "Eligibility for Membership of the Great Britain and Northern Ireland Olympic Team of Persons Found Guilty of a Doping Offence" broadly provides that where an athlete has been guilty of a Doping Offence (as defined therein) he will not be eligible to compete for Great Britain in the Games even after he has served the period of suspension (or suffered any other punishment) laid down in respect of the Doping Offence. There is an appeal mechanism laid out in the Bye-Law for minor infringements;
- (f) the policies and procedures concerning such matters as Selection, Selection Appeals, Discipline and Child Protection contained in the GB Regional Development Pathway Team Athlete Handbook on the NISA Website are binding on the Athlete and NISA and are deemed to be incorporated into this Agreement; and
- (g) this Agreement shall not be construed or interpreted by reference to any guidance notes published from time to time.

4 NISA APPEALS PROCESS FOR ISU CHAMPIONSHIPS¹ AND WINTER OLYMPICS

1. The Parties agree exclusively to submit any dispute concerning any matter connected with or arising out of this Selection Policy and procedure to binding arbitration to be conducted by an Appeals Panel appointed by Sport Resolutions (UK). The Appeals Panel will comprise a legally qualified Chair and two wing members, all appointed by Sports Resolutions (UK). The Chair and a wing member will be selected by Sport Resolutions (UK) from its Panels. The other wing member will be selected by Sport Resolutions (UK) from a list of ice skating experts supplied by NISA. The dispute will be determined pursuant to any rules as to the conduct of the arbitration laid down by Sport Resolutions (UK) and/or the Appeals Panel so appointed.
2. The Parties agree that they will not commence, continue or maintain any legal challenge to any matter falling under the jurisdiction of this Procedure to any court of law or any other dispute resolution procedure. The outcome of the Sport Resolutions (UK) arbitration shall be final and binding.
3. A detailed Timeline (“the Timeline”) will be published for each specific ISU Championships/Winter Olympics, and is to be treated as being specifically incorporated into this Appeals Process.
4. Any appeal against the decision(s) made by the NISA Selection Panel must be submitted to Sport Resolutions (UK) not later than the date and time published in the Timeline for the specific event. The process to be followed is outlined below.
5. Appeals may only be made where an athlete asserts that the selection criteria and/or process have not been fairly applied
6. An athlete (“the Appellant”) may appeal against the decision of the NISA Selection Panel to Sport Resolutions (UK) c/o Susan Humble, Dispute Resolution Manager/Solicitor, Sport Resolutions (UK), 107-111 Fleet Street, London, EC4A 2AB.
7. The Appellant shall lodge an appeal in writing (“Notice of Appeal”) to Sport Resolutions (UK) not later than the date and time published in the Timeline for the specific event. The Notice of Appeal must be accompanied by all relevant documentation which the Appellant wishes to rely on in support of the Appeal. A non-refundable deposit of £500 payable to NISA, for administration costs, shall also be sent with the Notice of Appeal².
8. A copy of the Notice of Appeal and supporting documents must be sent at the same time to Sport Resolutions (UK) at the address provided in paragraph 6 above, together with payment by cheque made payable to Sport Resolutions (UK) or by bank transfer (details available on request) to cover administration and appeal costs (set out at paragraph 18 below)².
9. Sport Resolutions (UK) shall appoint the Appeals Panel in accordance with paragraph 1 above.
10. Sport Resolutions (UK) shall notify NISA and the Appellant in writing of the identities of the Appeals Panel members within two working days of receiving the Notice of Appeal. A party may challenge the appointment of any member(s) of the Appeals Panel where

there are justifiable doubts as to an individual's impartiality or independence or where the party raises a material objection. Such challenge must be made in writing to Sport Resolutions (UK) within two working days of the party being notified of the Appeals Panel's appointment. Unless the Appeals Panel member(s) elects to withdraw, Sport Resolutions (UK) shall decide on the validity of the challenge within one working day of receipt. The decision of Sport Resolutions (UK) shall be final. A replacement Appeals Panel member(s) shall be appointed by Sport Resolutions (UK) as appropriate, and not later than one working day later.

11. NISA (and affected athlete(s), if applicable) shall have three working days from the date of notification of the appeal to make its written response to the Notice of Appeal ("the Response").
12. The Appeal shall be heard by way of written submissions, unless the Appellant requests an oral hearing at the time of giving Notice of Appeal, or the Appeals Panel so directs. Such hearing shall take place on a date and at a place to be determined by the Appeals Panel and not later than the date and time published in the Timeline for the specific event.
13. The Appeals Panel may give such directions as it deems appropriate regarding the arrangements for, and the conduct of, the Appeal.
14. Where the Appeal is considered by way of written submissions the Appeals Panel shall give its written decision within three working days of NISA's and/or affected athletes' Response being received, whichever is the later date.
15. Where the Appeal is considered by way of oral hearing, the Appeals Panel shall give its written decision within three working days of the hearing, and not later than the date and time published in the Timeline for the specific event.
16. The hearing shall be held in private. Sport Resolutions (UK) may publish the written decision after it has been received by the parties.
17. The decision of the Appeals Panel shall be final and binding on the parties.

18. Costs

18.1 The costs of the Appeal will be met as follows (excluding the £500 non-refundable administration fee paid to NISA on the commencement of the appeal)

Written Submission:

Successful Appeal £500

Unsuccessful Appeal £1000

Oral Hearing:

Successful Appeal £800

Unsuccessful Appeal £1600

18.2 In the event of a successful appeal, NISA will reimburse the Appellant for the difference between the costs of a successful appeal and an unsuccessful appeal as set out in paragraph 18.1 above. Sports Resolutions (UK) will retain in full the payment made by the Appellant set out at paragraph 8 above.

18.3 Where an appeal has been heard by way of oral hearing at the direction of the Appeals Panel then the costs ultimately payable by the Appellant shall be the same as if the Appeal had been dealt with by way of written submissions.

18.4 If an appeal is withdrawn before being finally determined by the Appeals Panel, costs will be payable by the Appellant to Sport Resolutions (UK) as if the appeal had proceeded as requested by the Appellant and had been successful, save that these costs will not be reimbursed by NISA to the Appellant.

18.5 Each party will be responsible for its own costs, including travel and representation.

18.6 Venue hire charges and travel and subsistence expenses of the Appeals Panel/Sport Resolutions (UK) may be incurred in addition, in which case they will be added to the costs set out above.

18.7 All charges are subject to vat unless indicated to the contrary.

19. The Appeal shall otherwise be governed by the Sport Resolutions (UK) Arbitration Rules³.

Note 1 ISU Championships comprise Junior World Championships, European Championships, and World Championships.

Note 2: The Appellant is also required, when lodging the Notice of Appeal, to forward payment to Sport Resolutions (UK) for £1000 or £1,600 as applicable, to be held on account pending the outcome of the Appeal.

Note 3: Sport Resolutions (UK)'s Arbitration Rules may be found on the Sport Resolutions (UK) website at www.sportresolutions.co.uk.

NISA Board
June 2009



NATIONAL ICE SKATING ASSOCIATION

5 NISA SIMPLIFIED GUIDE TO ELIGIBILITY RULES

Full Rules regarding Eligibility can be found in the ISU Regulations Rule 102.

There are only three areas of Eligibility.

1) (Full) Eligible Persons/Skaters

a) Persons who may skate/compete/judge/participate only in Sanctioned (permitted) events who do not receive Remuneration or Benefit In Kind from any form of participation in skating events etc. ie only participating in events run under ISU/NISA Regulations using those using only ISU/NISA officials

b) Persons who receive sponsorship/grants/bursaries WITHOUT any commitment. i.e. do not participate/perform/endorse in reciprocation for such funding.

2) Ineligible Persons/Skaters

a) Persons who receive Remuneration/Benefit In Kind from skating, coaching, wearing Trademarks etc without prior permission from NISA.

E.g. coaches, show skaters. Further clarification refer to ISU regs 102 section 4.

b) Persons who have participated in an unsanctioned (non-permitted) event with or without receiving Remuneration/Benefit In Kind.

E.g. skaters taking part in International Club Competitions/ Competitions of other Federations without NISA permission or in an unsanctioned event such as Dancing on Ice.

3) (Retained) Eligible Persons/Skaters

All persons who receive Remuneration/Benefit In Kind from skating/participating in Sanctioned Events, coaching etc towards financing their current or future International competitive skating career with prior permission from NISA and receive payment through NISA (Team Skate GB) or full disclosure to NISA (non Team Skate GB). Note: All funds must be used towards such training and must be kept in a separate bank account from any other funds.

e.g.: Athletes training towards International success at all levels from Club Events through to ISU Championships.

Without due care Eligible persons may immediately lose their Eligible status They then become **Ineligible persons/skaters**.

There is no registration of this change of status. It occurs immediately

In order to retain Eligible status, whilst at the same time receiving Remuneration/Benefit In Kind a person/skater must apply to NISA (**in advance of receiving Remuneration/Benefit In Kind**) for authorisation and registration as **'Retained Eligible'**.

This cannot be done as a retrospective procedure and should be done through NISA not ISU. Financial returns must be submitted annually to NISA.

All Team Skate GB Squad skaters,

must submit a separate application form each time they participate in a Sanctioned (permitted) event/exhibition/gala/show/endorsement whether or not they receive Remuneration/Benefits In Kind/Expenses. This Team Skate GB form is called an **ESRA – Eligible Skater's Remuneration Agreement**.

All non-Team Skate GB Squad skaters

must submit a separate application form each time they receive remuneration/benefit in kind for participation in a Sanctioned (permitted) event/exhibition/show/gala/endorsement etc. This form is called a **NISA Skater (Retained) Eligibility Participation In Sanctioned Activities application form**. The application is not required if only travel expenses are received.

Skaters who are also coaches (including assistants and trainees)

must submit an annual application form which should be submitted with the coach revalidation application (if appropriate). This form is called a **NISA Coach Annual (Retained) Eligibility application form**.

All of the above three categories of skaters must submit annual financial returns summarising all Remuneration/Benefit in Kind etc. to NISA. This is due by 28th February. This form is called a **NISA Retained Eligibility Annual Financial Report Form**

Sanctioned and Non-Sanctioned Events

It is the responsibility of the skaters and their coaches/parents to ensure that the intended activity has the correct Sanction (permit) before commitment and participation. Skaters/persons should not participate in any Event/Exhibition/Show/Gala/Endorsement etc without having sight of the Sanction(permit)from the relevant authority. It is the responsibility of individual skaters at all time to protect their Eligible status (Full or Retained).

Definitions

- Events/Exhibitions/Shows/Galas/Endorsements etc that take place in the UK, which involve either all eligible skaters or a mix of eligible and non eligible skaters **but** do not involve any form of judging **may** be sanctioned (permitted) by NISA. E.g. Club/rink shows/galas.
- Events/Exhibitions/Shows/Galas/Endorsements etc that take place in the UK, which involve a mix of eligible and non eligible skaters **but** also include any form of judging **cannot** be sanctioned (permitted) by NISA. These events require the sanction of the ISU. This also applies to any such event held anywhere around the world. (e.g. Dancing On Ice). This is why only Eligible/Retained Eligible skaters may compete in NISA competitions.
- Events/Exhibitions/Shows/Endorsements etc that take place outside the UK which involve either all eligible skaters or a mix of eligible and non eligible skaters **but** do not involve any form of judging, **must** be permitted by the ISU member in the country concerned. e.g. Art On Ice show.

Reinstatement of Eligible status

Reinstatement of Eligible status may only be granted once. Any involvement in any unsanctioned event precludes any person from regaining eligible status from ISU although national reinstatement by NISA may possibly be granted in order to compete or judge nationally however this is unlikely as NISA normally follow ISU Regulations.

An Ineligible person/skater wishing to regain their full eligible status in the UK in order to judge or compete in the UK **must** apply to NISA for reinstatement as an eligible person.

In order for this to be valid to judge or compete internationally an application should also be submitted to ISU through NISA.

WHAT SHOULD I DO ?

Examples

- 1 A person/skater (Eligible) wishing to judge or compete either nationally or internationally.

No action necessary as they have original **Full Eligible** status.
- 2 A person/coach/show skater (Ineligible) wishing also to coach, participate in shows etc, own/manage shows etc for Remuneration/Benefit In Kind.

No action necessary as already have **Ineligible** status
3. Any Team Skate GB squad member (Eligible/Retained Eligible) wishing to participate in a Sanctioned event whether or not receiving Remuneration/Benefits In Kind or expenses towards funding their current or future International competitive skating career.

Applies to NISA to change from **Eligible to Retained Eligible status or to remain Retained Eligible** by completing an ESRA form (Eligible Skater's Remuneration Agreement) for each individual event and submits financial returns on an annual basis due 28th February.

4. Any non-Team Skate GB squad person/skater (Eligible) wishing to receive Remuneration/Benefit In Kind from participation in a Sanctioned events towards funding their current or future international competitive skating career.

Applies to NISA to change from **Eligible to Retained Eligible status or to remain Retained Eligible**. Applies for authorisation for each individual event and submits financial returns on an annual basis due 28th February. (Note no action is required if no Remuneration/Benefit In Kind is received or if only travel expenses are paid)

5. Any person/skater (Eligible) wishing to receive Remuneration/Benefit In Kind from coaching towards financing their current or future international competitive skating career.

Applies to NISA to change from **Eligible to Retained Eligible** status. Applies for authorisation and submits financial returns on an annual basis due 28 February.

6. A person/coach/show skater (Ineligible) wishing to compete or judge only in U.K.

Ceases to coach/perform etc. and then applies to NISA for reinstatement from **Ineligible to (Full) Eligible** status. Note must be made whether they have participated in any unsanctioned events.

- 7 As above but wishing to compete or judge internationally.

On possible acceptance of reinstatement of **(Full) Eligible** status from NISA requests reinstatement from ISU (through NISA) if appropriate.

8. A person/coach/show skater etc (Ineligible), who has not participated in an unsanctioned event, wishing to compete Internationally and also wishing to receive Remuneration/ Benefit In Kind towards funding their current or future international competitive skating career

Ceases to coach/perform etc. and applies to NISA for reinstatement from **ineligible to (Full) eligible** status.

On possible acceptance of reinstatement to **(Full) Eligible person** status from NISA requests reinstatement from ISU (through NISA)

Please note there is no guarantee that the ISU will provide reinstatement.

On possible acceptance of reinstatement from ISU applies to NISA, prior to commencement of coaching or participation in an event for which Remuneration/Benefit In Kind is to be received, to change from **(Full) eligible to retained eligible** status. Only then may continue to receive remuneration/benefit.

February 2007