



**ATHLETE AGREEMENT &
CODE OF CONDUCT**

2019

THIS AGREEMENT is made BETWEEN British Swimming Limited of Pavilion 3, SportPark, 3 Oakwood Drive, Loughborough University, LE11 3QF (hereinafter referred to as “British Swimming”) and any person in any of the disciplines of the sport of swimming, being swimming, diving, high diving, water polo, artistic swimming, para-swimming and open water marathon swimming (“Sport of Swimming”) who (i) becomes a participant in the Programme (as defined below) (a “Programme Athlete”) and who may also (but not necessarily) be selected via a selection policy to become a member of any Team at an Event; or (ii) is not a Programme Athlete but is selected via a selection policy to become a member of any Team at an Event (a “Team Member”); or (iii) is not a Programme Athlete but accepts an invitation to become a member of any squad at an Event (a “Squad Member”). Such persons shall be referred to as “Programme Athlete” or “Team Member” or “Squad Member”. Such persons, whether a Programme Athlete, Team Member or Squad Member, shall also be referred to in this Agreement, individually or collectively, as an “Athlete”, “Athletes”, “Para-Athlete” or “Para-Athletes”.

This Agreement and its Schedules and Appendices (including the Freedom of Choice Procedure (Appendix 1)) (the “Agreement”) set out the rights and obligations of British Swimming and Athletes. British Swimming and Programme Athletes are also bound by the Programme Athlete Agreement (annexed to this Agreement at Appendix 2). Where an individual is to become a Team Member or Squad Member, British Swimming shall, as soon as reasonably practicable, notify the individual in writing of the date that they will become a Team/Squad Member. Where an individual (including a Team Member or Squad Member) is to become a Programme Athlete, British Swimming shall, as soon as reasonably practicable, notify the individual in writing of the date on which they are to become a participant of the WCP (as defined below) and such notification shall include a reminder to them that they shall from such date be automatically bound by the provisions of the Programme Athlete Agreement.

This Agreement and its Schedules and Appendices (together being “the Rules”) are designed to cover participation by Programme Athletes in Programmes and attendance by Athletes at Events (as defined below).

This Agreement incorporates obligations on the part of Athletes which British Swimming is required to secure from Athletes by virtue of contractual undertakings to

its Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors and the governmental funding agency UK Sport. Such agreements between British Swimming and these commercial and funding partners are necessary both to ensure compliance by British Swimming with its obligations as a National Sports Governing Body recognised as such by UK Sport and to secure the commercial benefits of sponsorship monies and benefits for the Sport of Swimming to help finance Teams/Squads for the advantage of present and future competitors in the Sport of Swimming. This Agreement also incorporates obligations on the part of Athletes to British Swimming to support the wider development of the Sport of Swimming.

These Rules constitute a legally binding agreement between British Swimming and the Athlete. Any person considering becoming an Athlete should read these Rules carefully so as to understand them and if necessary may seek independent legal advice. A person should not agree to be an Athlete unless they are able to fully comply with these Rules.

This Agreement has been negotiated with specialist sports lawyers representing the interests of Athletes (Brabners LLP of 55 King Street, Manchester M2 4LQ) (Tel No: 0161 836 8800) (contact: Jason Smith). The Athlete Representative Group will be issuing a guidance note (in the form of a summary of this Agreement including frequently asked questions to assist in consideration of these Rules (“the Guidance Note”). Electronic copies of this Agreement, the Guidance Note, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy are available on the British Swimming website (the Codes, Regulations and Policy as are defined in clause 7 below). The British Swimming website will also contain contact details in the event that (i) any person is unable to download this Agreement, the Guidance Note, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy; and/or (ii) any person requires this Agreement, the Guidance Note, the Codes, Regulations, Policy, Whistleblowing Policy or Privacy Policy in another form, for example, in braille, large print or in the case of the Guidance Note in audio format. All requests will be considered on their merits on a case by case basis. In circumstances where an individual has been classified as having an intellectual impairment, British Swimming shall use all reasonable endeavours to communicate the contents of this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy to such individual in the most appropriate manner and form in liaison with the parents, guardians, other responsible person (such as another family member or partner) or advocate where relevant.

British Swimming also agrees that in any case where there is an actual or alleged breach of this Agreement and/or the Programme Athlete Agreement by an individual who has been classified as having an intellectual impairment, in considering whether or not there has been any such breach and/or in determining whether or not it imposes any sanction and, if so, what that sanction should be, British Swimming shall reasonably consider and take into account whether or not the individual classified as having the intellectual impairment understood this Agreement and/or Programme Athlete Agreement notwithstanding (i) that this Agreement and/or Programme Athlete Agreement was signed by the individual with the intellectual impairment and/or by a parent, guardian or other responsible person on the individual's behalf; and (ii) that British Swimming had discharged the reasonable endeavours obligation set out immediately above. British Swimming will in good faith hear reasonable representations relating to this including any of the Athlete Representative.

1. In consideration of selection of the Athlete to become a Programme Athlete, Team Member or Squad Member (as the case may be) and the obligations undertaken by British Swimming, the Athlete accepts the selection and the obligations as defined in Schedule 1 hereof.

2. The rules set out in Schedule 1 Part 1 apply to Athletes (i) at all times during the Term (as defined in clause 9 below) and are not dependent upon the selection of the Athlete for the Programme or to become a Team Member or Squad Member; and (ii) at Events. For the avoidance of doubt, where a Programme Athlete is selected for an Event the Programme Athlete shall also be bound by these Rules at such Event. Athletes wishing to cease to be bound by these Rules during the Term must advise British Swimming of their decision in writing to Wendy Lockton, Director of Business Operations (Tel No: 01509 640150 or email – wendy.lockton@swimming.org). The Athlete will thereafter be ineligible for selection for the Programme or any Team/Squad and will forthwith cease to be a member of the Programme or be a member of any Team/Squad. Having notified British Swimming of their wish not to be bound by these Rules an individual will only thereafter become eligible for selection to a Programme or for a Team/Squad if the Athlete shall have first notified British Swimming in writing of their wish to be considered for selection for

participation in a Programme or a Team/Squad and of their agreement to again be bound by and subject to the Rules set out in Schedule 1 Part 1.

3. The rules set out in Schedule 1 Part 2 are additional Rules which apply to Athletes who are selected to participate as part of a Team/Squad at an Event. They apply from the moment they commence travel from the Athlete's place of training/residence to join the Team/Squad (or member(s) of Team/Squad staff) at the designated assembly point until the Team/Squad is disbanded or the Athlete returns to their place of training/residence or if the Athlete ceases to be a member of the Team/Squad (if earlier).
4. British Swimming, for its part, will accept the obligations set out in Schedule 2 and such other obligations on it as are set out elsewhere in the Rules.
5. The administration of Events shall be governed by the principles set out in Schedule 3 and such other principles and obligations of British Swimming as are set out elsewhere in the Rules.
6. Unless expressly stated otherwise, disciplinary matters (whether relating to Events or other matters) will be dealt with according to the Disciplinary Procedures and Sanctions set out in Schedule 4.
7. All Athletes agree to be bound by and subject to the British Swimming Judicial Code, the British Swimming Child Safeguarding Policy and Procedures and/or relevant Home Nation Child Safeguarding Policy and Procedures, the British Swimming Anti-Doping Rules and the UK Sport Data Protection Protocol for Athletes (together the "Codes"). All Athletes agree to be bound by and subject to the Betting and Integrity Regulations (Schedule 5) and the Social and Digital Media Policy (Schedule 6) (respectively the "Regulations" and "Policy"). The Athlete is subject to the rules and regulations of the world governing body for the Sport of Swimming (FINA) or the world governing body for the Sport of Paralympic Swimming (World Para Swimming (WPS)) and (where appropriate) the respective European governing bodies (LEN or EPC). British Swimming undertakes to make available (in the formats referred to above on request) to the Athlete or their coach copies of any amendments to any of the Codes,

Regulations, Policy and Rules and to supply on demand and free of charge the relevant rules and regulations of FINA, WPS, LEN and EPC as amended from time to time.

It is understood that the British Swimming Child Safeguarding Policies and Procedures shall apply to all Events wherever in the world provided that Athletes shall also comply with any additional requirements notified to them by Swim England, Swim Wales or Scottish Swimming in relation to Events undertaken in respectively England, Wales and Scotland.

8. The parties acknowledge that this Agreement is not a contract of employment and the Athlete's agreement to become a Programme Member and/or become a member of a Team/Squad and participate in Events will not create an employment relationship between the Athlete and British Swimming.

The Athlete acknowledges that all the obligations and duties which they are accepting under this Agreement are conducive to their own professional development as a high performance athlete, and to assist and enable them to ultimately win medals at the Olympic and Paralympic Games and to perform optimally at other designated international competitions. British Swimming and the Athlete agree to work together, in a spirit of mutual trust and openness, and with full commitment to the principles of equality, diversity and inclusion, to further the Athlete's development as a high performance athlete and to assist and enable the Athlete to win medals at such competitions.

9. This Agreement shall constitute an agreement between you and British Swimming for the period set out by British Swimming in (i) its letter to you inviting you onto the Programme or to become a Team Member or Squad Member; and (ii) the acknowledgement and agreement version of that letter signed, dated and returned by you to British Swimming. You are obliged to sign, date and return that version by whatever appropriate and reasonable format required by British Swimming, including by electronic means. If you do not you shall, in any event, be deemed to accept this Agreement as soon as you begin to receive any of the rights/benefits set out in this Agreement.

10. The general form of this Agreement commences on 1 November 2019 and shall expire on 31 December 2025. British Swimming and the Athlete Representative Group will meet to review the operation of this Agreement in or about March 2025 and negotiate in good faith any appropriate amendments to this Agreement with a view to agreeing an extension of this Agreement for a further period or whether this Agreement can continue in its current form until 31 December 2029 without further amendment. This Agreement shall however remain in force following 1 January 2026 unless and until such substituted Agreement shall be put in place (subject always to the right of the Athlete Representative Group and British Swimming to terminate these contractual arrangements by giving not less than 12 (twelve) months' notice in writing). The parties acknowledge that if (i) at any time after the commencement of this Agreement, in the reasonable opinion of the Athlete Representative the Liaison Procedure (Schedule 2, clause 3) is not working effectively in relation to clause 6.3.3 of the Programme Athlete Agreement; and/or (ii) at any time from (and including) 1 November 2022, in the reasonable opinion of the Athlete Representative the Liaison Procedure is not otherwise working effectively the Athlete Representative can bring such issues to the attention of British Swimming and British Swimming and the Athlete Representative shall consider what (if any) changes should be made to the Liaison Procedure.
11. Subject to clause 12, no variation or amendment to this Agreement shall be effective unless agreed in writing between British Swimming and the Athlete Representative Group or unless as required by British Swimming in order to comply with a UK Sport funding condition. If any change is proposed to be made to this Agreement, British Swimming and the Athlete Representative Group agree that such change shall first be negotiated between British Swimming and the Athlete Representative Group, each acting reasonably and in good faith for a period of 10 days (or such longer period as may otherwise be agreed between the parties), and each agrees that it shall not unreasonably withhold or delay its consent to a change proposed by the other.
12. If any variation or amendment to this Agreement is required as a result of any new requirements of a third party (excluding (i) any partner or sponsor of British Swimming; or (ii) UK Sport) which are compulsory and mandatory (being a

variation or amendment which is imposed by a third party and is beyond the control of British Swimming) (“Sport Changes”), British Swimming agrees to bring such Sport Changes to the attention of the Athlete Representative Group as soon as reasonably practicable and such nominated representatives shall have the right to make representations to British Swimming on behalf of the Athletes in respect of the same. Upon any such representations being made by the Athlete Representative Group, British Swimming agrees that it shall raise in good faith such representations with such third party on behalf of the Athlete Representative Group. Without prejudice to the above, any such variation or amendment to this Agreement shall be effected by British Swimming and the Athlete Representative Group to the extent required to give effect to the Sport Changes. This clause shall not apply in respect of any new Programme Athlete Agreement or any material variations or amendments to the form of Programme Athlete Agreement annexed hereto (for the avoidance of doubt, in such circumstances the provisions of clause 11 shall apply).

13. British Swimming and the Athlete Representative Group (as defined in the Code) agree that this amendment set out in this clause 13 (“the Amendment”) shall constitute an amendment of the Code pursuant to clause 12 of the Code, being a requirement of British Swimming in order to comply with a UK Sport funding condition.

All capitalised terms in this Amendment in clause 13 shall have the meanings given to them in the Code unless set out otherwise below.

For the Term (as defined below) British Swimming reserves the right to refer a Relevant Matter (as defined below) to the Sport Integrity Service under the Rules of Procedure (“**Rules of Procedure**”) of that service, subject to the following. This may involve the commission of an independent investigation or disciplinary procedure into alleged grievances, or allegations of misconduct

involving: i) an Athlete¹; ii) Athlete Support Personnel²; or iii) British Swimming office holders, funded through the UK Sport grant in the following circumstances:-

(i) where an individual is deemed a Relevant Person (as defined below) under the terms of the Rules of Procedure; and

(ii) they are a respondent to allegations of misconduct as defined as a Relevant Matter (as defined below) under the Rules of Procedure.

For the Term (as defined below) any Athlete (as defined above) shall be entitled to refer a Relevant Matter (as defined below) to the Sport Integrity Service under the Rules of Procedure in the following circumstances:

(i) where the Athlete is deemed a Relevant Person under the terms of the Rules of Procedure; and

(ii) where the Athlete is a complainant of allegations of misconduct as defined as a Relevant Matter under the Rules of Procedure.

The Sport Integrity Service is responsible for Relevant Matters, anything else shall be dealt with by British Swimming in accordance with the provisions set out in the Code and the British Swimming Selection Agreement & Code of Conduct for Coaches, Medical Support Staff & Other Persons.

This Amendment and the Rules of Procedure including any documents referred to in those Rules including the UAB Policy (“**the Documents**”) shall

¹ Athlete means any person in any of the disciplines of the sport of swimming, diving and para-swimming (Podium funding) water polo or artistic swimming (“national squad funding”) that (i) becomes a participant in the World Class Programme (“the Programme”) (“a Programme Athlete”) who may also (but not necessarily) be selected via a selection policy to become a member of any Team at an Event; (ii) is not a Programme Athlete but is selected via a selection policy to become a member of any Team at an Event (a “Team Member”); or (iii) is not a Programme Athlete but accepts an invitation to become a member of any squad at an Event (a “Squad Member”).

High Diving athletes are not included.

“Programme” means the Programme administered by British Swimming known as the UK Sport World Class Performance Programme established to promote high-level competition in the sport of swimming, diving and para-swimming with the object of winning medals at the Olympic and Paralympic Games and other major international championships and competitions, which may or may not include the Programme Athlete receiving financial funding from UK Sport and/or, on its behalf, British Swimming.

² Athlete Support Personnel includes Head Coach, Medical and Scientific Support Staff, Team Coach, Team Leader, Team Medical Officer as defined in the British Swimming Selection Agreement & Code of Conduct for Coaches, Medical Support Staff & Other Persons.

fall within clause 7 of the Code and the Athletes shall have such rights and British Swimming such obligations relating to the Documents as they respectively do to the Code, the Guidance Notes, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy referred to in clause 7.

The Athletes accept that the Rules of Procedure including any documents referred to in them may change from time to time and British Swimming agrees to inform the Athletes as soon as it is reasonably possible of any material changes to any of the same and shall reasonably consider any representations made in good faith by the Athlete Representative Group.

Relevant Matters means any of the following conduct:

- i. Abuse³; namely any form of abuse (including physical, verbal, psychological, emotional, sexual) that causes, has caused, or could cause harm to an individual;
- ii. Bullying; is behaviour by an individual or group that is offensive, intimidating, malicious or insulting, or an abuse or misuse of power, that undermines, humiliates, excludes, or causes physical, emotional or psychological harm to someone. Power does not always mean being in a position of authority, but can include personal strength and the power to coerce through fear or intimidation. Bullying can take the form of physical, verbal or non-verbal conduct. It may be a pattern of behaviour or a one-off incident, and can be deliberate (typically) or inadvertent. It can happen face-to-face, on social media, or via written or oral communications;
- iii. Direct Discrimination⁴; namely when a Relevant Person or group of Relevant Persons are treated less favourably because of a personal characteristic;
- iv. Harassment; namely any type of behaviour that a person does not want that is offensive or threatening and likely to cause harm;

³ Physical, emotional, psychological, sexual, financial.

⁴ Any of: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

- v. Indirect Discrimination; namely when a rule or policy applies to everyone but has the effect of disadvantaging a Relevant Person or group of Relevant Persons because of a personal characteristic and where such personal characteristics is protected by applicable anti-discrimination laws;
- vi. Sexual Misconduct; namely Sexual Harassment and other conduct of a sexual nature;
- vii. Sexual Harassment; namely any unwanted or unwelcome sexual behaviour where a reasonable person would anticipate the possibility that the person being harassed would feel offended, humiliated, or intimidated;
- viii. Unlawful Discrimination; namely Direct Discrimination and Indirect Discrimination;
- ix. Victimisation; namely subjecting a person, or threatening to subject a person, to any unfair treatment because the person has made, or intends to pursue their right to make a Complaint or lawful disclosure (whether under these Procedural Rules or under applicable legislation) or for supporting another person to take such action; and
- x. Breach of an Applicable Policy as defined in the Rules of Procedure by a Relevant Person.

To qualify as a Relevant Matter, the Complaint as defined in the Rules of Procedure must be made within the Limitation Period.

Relevant Person means the following individuals:

- i. Athletes;
- ii. Athlete Support Personnel; or
- iii. Office holders of British Swimming.

Limitation Period means three months from the incident (or the last in a series of incidents) complained of or the date of knowledge of the incident or last of a series of incidents, if relevant. If the Complainant is no longer part of the Programme as defined at the time of making the Complaint, provided the incident complained of occurred in the last three months either during the

Programme or within three months of its termination, it will be considered within the Limitation Period. Further, these time periods may be extended where there are just and equitable reasons, as determined by Sport Integrity.

14. The parties and, in particular, the Athlete agrees that the Athlete shall, after the end of this Agreement pursuant to clause 9 above, continue to be bound by the provisions of clauses 4 and 5 of Schedule 1 Part 1, for a period of 12 (twelve) months (“the Retrospective Period”) and that British Swimming shall be entitled to invoke the Disciplinary Procedure and Sanctions pursuant to clause 6 of Schedule 1 Part 1 in respect of any breach of such clauses 4 and 5. This clause 14 shall only apply providing the Retrospective Period has not expired, the Retrospective Period commencing pursuant to clause 9 above.

15. Without prejudice and in addition to the obligations included in this Agreement, the parties will maintain the Athlete Confidential Information and British Swimming Confidential Information as confidential at all times (both during and after the termination of this Agreement), and neither party shall at any time (directly or indirectly) use for itself, or use to the detriment of the other party or disclose or permit to be disclosed to any person any Confidential Information except:
 - (a) to its professional advisers;
 - (b) as required by law;
 - (c) as is already or becomes public knowledge, otherwise than as a result of a breach by the party disclosing or using that Confidential Information, of any provision of this Agreement;
 - (d) as authorised in writing by the other party; or
 - (e) to the extent reasonably required by this Agreement.

16. When requested by the other party in writing, each party will as soon as reasonably possible return to that other party all records previously exchanged (of whatever type) containing any Confidential Information which is then in its possession or under its control.

17. This Agreement shall be governed by the Laws of England.

Definitions

“Athlete Confidential Information” means all and any information and/or data communicated by and/or related to the Athlete pursuant to their membership of the Programme/Team/Squad which is clearly by its nature, or reasonably expected by the Athlete to be confidential, including (but not limited to) any and all personal information and/or data about the Athlete, any and all information and/or data concerning the Athlete’s fitness and medical condition (including any reports on the same from any doctor or other physician) and any and all financial information and/or data (other than public information such as Programme grants and funding).

“Athlete Representative” means the person selected from time to time on the board of British Swimming to represent the Athletes.

“Athlete Representative Group” means such group of Athletes and Para-Athletes as identified by each respective discipline, where practicable and including the Athlete Representative.

“British Swimming 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 British Swimming, including information about British Swimming sponsors and potential future British Swimming sponsors and general market opportunities for the sport, which have come to the knowledge of the Athlete as a result of their membership of the Programme/Team/Squad;
- (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of British Swimming;
- (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of British Swimming and/or the Programme/Team/Squad, 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 WCP, the “One Stop Plan” or “Whole Sport Plan” of British Swimming, 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 British Swimming and/or the Programme/Events which is clearly by its nature confidential or which was communicated by British Swimming to the Athlete on the express or implied condition that it would remain confidential between them.

“British Swimming Sponsors” means the Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors.

“Confidential Information” means Athlete Confidential Information (defined above) and/or British Swimming Confidential Information (defined above), as applicable.

“Disciplinary Procedures and Sanctions” means the disciplinary procedures and sanctions set out in Schedule 4.

“Events” means in any of the disciplines of the Sport of Swimming (i) any competition meet in which a Team/Squad is competing (“Competition”); and/or (ii) any Team/Squad training camp organised by or otherwise under the jurisdiction of British Swimming, in the case of (i) or (ii) whether in Great Britain or overseas.

“Official Outfitting Supplier” means the official supplier of swimwear and apparel as may be awarded by British Swimming and in place from time to time.

“Other British Swimming Sponsors” means such other official suppliers and/or sponsors with designations associating the name of the supplier/sponsor with the title or name of a British Swimming Team/Squad, event, scheme or other property as may be awarded by British Swimming and in place from time to time.

“Programme” means the programme administered by British Swimming known as the UK Sport World Class Performance Programme established to promote high-level

competition in the Sport of Swimming with the object of winning medals at the Olympic and Paralympic Games and other major international championships and competitions which may or may not include the Programme Athlete receiving financial funding from UK Sport and/or, on its behalf, British Swimming.

“Principal Partner” means the official sponsor designated as a principal sponsor of a British Swimming Team/Squad, event, scheme or other property as may be awarded by British Swimming and in place from time to time.

“Team/Squad” means any senior or junior team/squad competing and/or training under the name of “British Swimming”.

“Team Kit” means team kit, training and competition apparel, other items of clothing and accessories as reasonably determined by British Swimming (including for the avoidance of doubt, products of the Official Outfitting Supplier).

“Team Leader” means the British Swimming appointed leader of a Team/Squad at an Event or, outside of an Event, the relevant person who shall be nominated by British Swimming and notified to the Athletes.

SCHEDULE 1 PART 1

1 Athletes' General Obligations

Athletes must not:-

- 1.1 be involved in, nor persist with, any conduct or activity that they know or ought reasonably to have known may bring the Athlete, British Swimming, the Sport of Swimming or UK Sport into disrepute;
- 1.2 be involved in any conduct or activity that they know or ought reasonably to have known may harm the name or reputation of British Swimming, the Principal Partner, the Official Outfitting Supplier or any Other British Swimming Sponsors;
- 1.3 be involved in any conduct or activity that they know or ought reasonably to have known may harm British Swimming's relationship or contractual obligation with the Principal Partner, Official Outfitting Supplier or any Other British Swimming Sponsors; nor
- 1.4 knowingly be involved in a situation which may bring the Athlete into contempt, scandal or ridicule;

subject in all cases to the Athletes' rights pursuant to clause 2.5.5 of Part 1 of this Schedule.

Athletes must respect the rights, dignity and worth of every other individual Athlete, exercise responsible behaviour towards and take due consideration of other Athletes, and observe at all times principles of equality, diversity and inclusion.

Where (i) this Agreement expressly provides that the cost of any services, benefits or Team Kit are to be met by the Athletes; and/or (ii) British Swimming decides to provide services, benefits or Team Kit to Athletes in addition to those set out in this Agreement (whether provided pursuant to this Agreement at no

cost to the Athletes or pursuant to (i) above) and, in the case of (i) or (ii), where the Athlete has not paid British Swimming prior to receipt of the services, benefits or Team Kit, Athletes shall be required to reimburse British Swimming the cost of those services, benefits or Team Kit. British Swimming reserves the right to withhold services, benefits or Team Kit in the event that an Athlete has outstanding financial obligations to British Swimming.

2. British Swimming Sponsorship and use of the Programme Athlete's and other Athlete's Image

The purpose of this rule is to ensure the continued ability of British Swimming to raise sponsorship money for the Sport of Swimming to help finance Teams/Squads for the benefit of present and future competitors, and to raise the profile of the Sport of Swimming.

2.1 Subject in all cases to clause 2.5 of Part 1 of this Schedule, the Programme Athlete and Team Member must pursuant to clause 2.4.4 be available for individual, and, if selected, Team photographs, to be taken and used in the Programme Athlete's/Team Member's capacity as a member of the Programme and/or a Team, as and when reasonably required by British Swimming providing British Swimming where practicable notifies the Programme Athlete/Team Member as soon as British Swimming is able and in any event provides not less than 14 days' notice to the Programme Athlete/Team Member for the purposes solely set out in and subject to clause 2.2 of Part 1 of this Schedule.

2.2 Subject to clause 2.5 of Part 1 of this Schedule, the Programme Athlete/Team Member acknowledges the right of British Swimming to use such individual and Team photographs and the right of the Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors to use such Team (but not individual) photographs for the promotion of its British Swimming Partner/Supplier/Sponsor status. Programme Athletes/Team Members also acknowledge that such individual and Team photographs may be used in any annual report published by British Swimming and the members of British Swimming,

(being Swim England, Scottish Swimming and Swim Wales) and also for reasonable commercial and non-commercial purposes of British Swimming and its members subject to clause 2.5 of Part 1 of this Schedule, including but not limited to promotion of programmes including the grass roots initiative, “Learn to Swim”, athlete development, health & participation, clubs, facilities, workforce development and volunteering through all channels including but not limited to print, web, social and digital media.

2.3 British Swimming will not make any such request of a Squad Member in respect of the purposes set out in clauses 2.1 and 2.2 of Part 1 of this Schedule.

2.4 In consideration of the rights and benefits contained in this Agreement and of the opportunity for Athletes (subject to eligibility) to receive benefits (to be determined by British Swimming in its discretion but in addition to any rights and benefits already accrued by Athletes pursuant to these Rules and their terms (including but not limited to those set out in Schedule 2)), each Athlete (as set out below) agrees in addition to the specific obligations set forth in Schedule 1 Part 2 below and in all cases subject to and conditional upon clause 2.5 of Part 1 of this Schedule:

2.4.1

(a) in the case of Programme Athletes and Team Members, to correctly wear, use, carry and/or promote the Team Kit (or specified items of the Team Kit) whenever in a Programme or Team capacity: (i) competing, training or engaging in any Sport of Swimming Event wherever in the world; (ii) posing for sporting or promotional photographs as part of the Programme or Team; (iii) participating in any public appearance pursuant to clause 2.4.5 of Part 1 of this Schedule (including, without limitation to the generality thereof, television appearances, shop, store or sale promotions, trade fairs and the like); and (iv) engaged generally in sporting or promotional activities as a member of the Programme or Team. The situations described at

(i), (ii), (iii) and (iv) shall each be referred to in this Agreement as a “Programme/Team Appearance”. The obligations to wear, use, carry and/or promote in this clause 2.4.1(a) are subject always to: (i) clauses 6.1 and 6.2 of Schedule 1 Part 2 (each a “Permitted Exception”); (ii) as otherwise set out in this clause 2.4.1 of Part 1 of this Schedule; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Programme Athlete and Team Member with such Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.

- (b) in the case of Squad Members who have been provided with or purchased Team Kit, to wear, use, carry and/or promote the Team Kit throughout the continuance of this Agreement at the Events for which they have been invited (as the case may be) subject always to (i) the Permitted Exceptions; (ii) as otherwise set out in this clause 2.4.1 of Part 1 of this Schedule; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Squad Member with the relevant Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.
- (c) in the event that any Athlete fails to correctly wear or use (but not carry or promote) the Team Kit when competing in accordance with the above terms, it is acknowledged by the Athlete that British Swimming shall be liable to pay to the Official Outfitting Supplier a fine of £800 for each such failure, which reflects British Swimming’s separate contractual arrangements with the current Official Outfitting Supplier. Where such fine is imposed upon British Swimming, it is acknowledged and agreed that the Athlete whose actions gave rise to the imposition of the fine shall be liable to reimburse British Swimming for such fines incurred subject to clause 2.4.1(d) of Part 1 of this Schedule. British Swimming shall ensure that any such fine shall not exceed the amount of £800 for each such failure in any subsequent Outfitting Supplier

Agreement (including in any renewal or extension of the current Official Outfitting Supplier Agreement) unless British Swimming can demonstrate (including by making available reasonable evidence of the same) to the Athlete Representative Group that such increase is considered to be reasonably justified taking into account industry standards applicable at the relevant time. British Swimming shall prior to making payment of the fine to the Official Outfitting Supplier, in good faith afford the Athlete (or their representative) the opportunity to provide an explanation and/or provide evidence to establish that the alleged breach was not committed by the Athlete whereupon, at no cost to the Athlete, British Swimming shall correspond with the Official Outfitting Supplier in good faith on the basis of any such representations made by or on behalf of the Athlete. Any failure to meet the required reimbursement (where applicable) may give rise to such disciplinary action as is reasonable in the circumstances in accordance with the Disciplinary Procedures and Sanctions set out in Schedule 4 clause 2.3.

In the event that a fine (where applicable) is not imposed on British Swimming by the Official Outfitting Supplier, British Swimming reserves the right to report the Athlete to the National Performance Director in accordance with the Disciplinary Procedures and Sanctions for a failure to comply with their obligations set out above, except where such a failure is as a result of a failure on the part of British Swimming.

- (d) where the Athlete in any Team/Squad at an Event and pursuant to the other obligations under clause 2.4.1(a) of Part 1 of this Schedule: (i) has a serious concern that wearing and/or using any item/items of the Team Kit would have any detrimental or negative effect on their performance, including as a result of such Team Kit being in any way defective, not fit for purpose or otherwise unsuitable or not appropriate; and/or (ii) is not provided with appropriate Team Kit in accordance with clause

1.2.6 of Schedule 2 or in British Swimming's absolute discretion, such Athlete shall, as soon as reasonably practicable, bring the matter to the attention of the Team Leader. The Team Leader, acting reasonably (including taking into account all relevant factors as are reasonable in the circumstances (including the performance needs of the Athlete) and, where there is sufficient time, consulting with the Athlete Representative), shall make a determination with respect to the relevant issue, including in the case of (i) above whether the Athlete shall be required to wear or use such item and/or in the case of (i) and (ii) above, the identification of a substitute item to wear or use (which may be an item of equipment or clothing (as the case may be) previously supplied) ("Team Leader Determination"). The Team Leader shall communicate such determination to the relevant Athlete as soon as is reasonably practicable (taking into account the schedule of the relevant Event at which the Athlete is required to wear Team Kit).

- (e) British Swimming agrees that it shall not impose any fine on any Athlete pursuant to clause 2.4.1(b) of Part 1 of this Schedule where the actions of the relevant Athlete were pursuant to a Team Leader Determination.
- (f) if any Athlete disagrees with a Team Leader Determination, they shall be required to comply with it despite such disagreement, but where such Athlete is a Programme Athlete (but not otherwise) they shall be entitled to have the issue raised (or personally raise it if entitled to attend) at the next Kit Consultation Meeting where such meeting takes place (as more particularly described in clause 1.2.6 of Schedule 2).

2.4.2

- (a) in the case of Programme Athletes or Team Members, not to wear or use any products competitive with the Team Kit whilst engaged in any of the activities referred to in clauses 2.4.1(a) subject to (i)

the Permitted Exceptions; (ii) as otherwise set out in clause 2.4.1 of Part 1 of this Schedule; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Programme Athlete or Team Member with the relevant Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.

(b) in the case of Squad Members who have been provided with or purchased Team Kit, not to wear or use any products competitive with the Team Kit whilst engaged in the activities referred to in clause 2.4.1(b) subject to (i) the Permitted Exceptions; (ii) as otherwise set out in clause 2.4.1 of Part 1 of this Schedule; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Squad Member with the relevant Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.

2.4.3 in the case of any Athlete, to keep the Team Kit which they wear or use, in good condition (allowing for fair wear and tear) and neither modify nor supplement them, nor intentionally obscure the trade and other distinctive marks appearing on the Official Outfitting Supplier Products nor display the logo, mark or distinctive identifying sign of any other person, company or legal entity thereon (unless any of the same occurs as a result of a modification that is required and made by any Para-Athlete owing to their specific impairments and provided such modification is made in accordance with clause 2.2 of Schedule 2. British Swimming confirms that such modification will not constitute a breach of this Agreement).

2.4.4 in the case of Programme Athletes and Team Members, to permit, subject to and in accordance with clauses 2.1 and 2.2, British Swimming, the Principal Partner (solely in respect of the products or services of the Principal Partner for the business category for which it has been granted rights and benefits (“Principal Partner Products”)), the Official Outfitting Supplier and its authorised licensees (solely in respect of the products or

services of the Official Outfitting Supplier for the business category for which it has been granted rights and benefits (“Official Outfitting Supplier Products”)) and Other British Swimming Sponsors (solely in respect of the products or services of the Other British Swimming Sponsors for the business category for which such Other British Swimming Sponsors have been granted rights and benefits (“Other British Swimming Sponsors Products”)) (details of the current and any future Principal Partner, the Principal Partner Products, the Official Outfitting Supplier, the Official Outfitting Supplier Products, Other British Swimming Sponsors and Other British Swimming Sponsors Products shall be provided to the Programme Athlete and any such Team Members by British Swimming as soon as reasonably practicable following signature of this Agreement or the entering into of the relevant agreement (as the case may be)) to use the name, nickname, initials, signature, photographs (but only those taken or to be taken in the Programme Athlete or such Team Member’s Team (and not individual) capacity), likenesses, statements and biographical information of the Programme Athlete or such Team Member (“Athlete’s Image”) in connection with the promotion and sale of the Principal Partner Products, the Official Outfitting Supplier Products or the Other British Swimming Sponsors Products (as the case may be) in all media now used or used in the future, including but not limited to the internet, television, audio and print materials and to agree to attend and participate without charging any fee (but subject to the right to recoup expenses in accordance with British Swimming policies and guidelines) for in any calendar year (i) up to a total of three (3) separate days in respect of Programme Athletes (for the avoidance of doubt, whether or not they are also Team Members); and (ii) up to a total of two (2) separate days in respect of Team Members (who for the avoidance of doubt are not also Programme Athletes) irrespective of the number of Events in which they participate in that calendar year, in the case of both (i) and (ii) for personal

appearances subject to clause 2.5.4 of Part 1 of this Schedule (including reasonable travel) at a time or times agreed between the Principal Partner, the Official Outfitting Supplier or such Other British Swimming Sponsors and British Swimming having proper regard to the training and competition schedules of the Programme Athlete or such Team Member for the taking and obtaining of autographs and photographs for this purpose. In the case of Athletes who are Team Members only, requests for such personal appearances can only be made from the date of selection for the Event, during the Event and for up to 12 (twelve) months after the date of selection for the Event. For the avoidance of doubt, but without limiting the generality of the above, the Principal Partner, the Official Outfitting Supplier, its authorised licensees and such Other British Swimming Sponsors shall be permitted to use Athletes' Images on their respective internet website(s) for the purposes of promoting respectively the British Swimming Partner/Supplier/Sponsor status and/or Principal Partner Products, Official Supplier Products and/or Other British Swimming Sponsors Products.

For the purposes of this clause 2.4 of this Part 1 of this Schedule, British Swimming shall ensure that all uses of an Athlete's Image and personal appearances by the Athlete (as the case may be) pursuant to this clause 2.4 of Part 1 of this Schedule shall be in conjunction with at least four (4) other Programme Athletes or such Team Members (five (5) or more Programme Athletes or such Team Members in total) and (save in respect of Programme Athletes or such Team Members who are personally contracted to the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors ("Personally Contracted Athletes")) shall make request of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors (as the case may be) and use its reasonable endeavours to ensure that each such Athlete's Image where featured is shown as generally prominently as those of the other featured Programme Athletes

or such Team Members and that each such Programme Athlete's or such Team Member's role in any such appearances is generally no more prominent than the role of those of the other appearing Programme Athletes or such Team Members. Further, in all cases, British Swimming shall ensure that the use of the Athletes' Images and personal appearances by Programme Athletes or such Team Members (as the case may be) shall be in a manner that does not (save in respect of Personally Contracted Athletes) suggest a personal endorsement of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors by any one or more of the featured Programme Athletes or such Team Members.

2.4.5 in the case of Programme Athletes and Team Members, to agree, if requested by British Swimming, the Principal Partner, the Official Outfitting Supplier or any Other British Swimming Sponsors in their discretion to be available, free of charge (but subject to the right to recoup expenses in accordance with British Swimming policies and guidelines), for promotional appearances (including international appearances) subject to clause 2.4.4 of Part 1 of this Schedule on behalf of British Swimming, the Principal Partner, the Official Outfitting Supplier or such Other British Swimming Sponsors for in each calendar year during this Agreement (i) in respect of Programme Athletes (for the avoidance of doubt, whether or not they are also Team Members) up to a total of eight (8) separate days; and (ii) in respect of Team Members who are not also Programme Athletes one (1) day per Event for which they have been selected, such appearances to be determined, as between British Swimming, the Principal Partner, the Official Outfitting Supplier and/or such Other British Swimming Sponsors, by British Swimming (and where, in respect of any part calendar year, the total number of separate days for such promotional appearances for Programme Athletes shall be calculated on a pro rata basis) representing British Swimming, the Principal Partner, the Official Outfitting

Supplier or Other British Swimming Sponsors for as long as is reasonably necessary on each day subject to clause 2.4.4 of Part 1 of this Schedule to achieve British Swimming's, the Principal Partner's, the Official Outfitting Supplier's or Other British Swimming Sponsors' purposes at sports clinics, swimming and sports exhibitions, shops, stores, trade fairs and other locations, meetings and events. British Swimming shall give not less than 14 days' notice to the Programme Athlete and Team Member of each proposed appearance as far in advance as is reasonably possible. In the case of Athletes who are Team Members only, requests for such promotional appearances can only be made from the date of selection for the Event, during the Event or for up to 12 (twelve) months after the date of selection for the Event. British Swimming, the Principal Partner, the Official Outfitting Supplier and Other British Swimming Sponsors have agreed or shall agree with British Swimming to ensure that any personal appearances do not disrupt or interfere with any Programme Athlete's or Team Member's competitive swimming activities and preparation and training thereof. British Swimming shall also ensure that each such appearance by a Programme Athlete or Team Member pursuant to this clause 2.4.5 of Part 1 of this Schedule (including for the avoidance of doubt appearances for British Swimming) shall be in conjunction with at least four (4) other Programme Athletes or Team Members (five (5) or more Programme Athletes and/or Team Members in total). British Swimming shall ensure that (save in respect of Personally Contracted Athletes) each such Programme Athlete's or Team Member's role in such appearance is generally no more prominent than the role of those of the other appearing Programme Athletes and Team Members and shall make request of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors (as the case may be) for each to use its reasonable endeavours to ensure that (save in respect of Personally Contracted Athletes) each such Programme Athlete's or Team Member's role in such appearance is generally no more

prominent than the role of those of the other appearing Programme Athletes or Team Members. British Swimming shall ensure that such appearance (save in respect of Personally Contracted Athletes) does not in any manner suggest a personal endorsement of British Swimming by any one (1) or more of the featured Programme Athletes or Team Members and shall make request of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors (as the case may be) for each to use its reasonable endeavours to ensure that such Programme Athlete or Team Member appearance (save in respect of Personally Contracted Athletes) does not in any manner suggest a personal endorsement of the Principal Partner, the Official Outfitting Supplier or any Other British Swimming Sponsors by any one (1) or more of the featured Programme Athletes or Team Members. If a Programme Athlete or Team Member, without proper and reasonable excuse, fails or refuses to attend a personal appearance under clause 2.4.4 of Part 1 of this Schedule or a promotional appearance under clause 2.4.5 of Part 1 of this Schedule the Programme Athlete or Team Member shall be reported to the National Performance Director under the Disciplinary Procedures and Sanctions.

2.4.6 in the case of Programme Athletes and Team Members and in the case of Squad Members who have been provided with or purchased Team Kit, not to sell, or otherwise dispose of for commercial benefit, the Team Kit which they wear or use without the prior written approval of British Swimming (not to be unreasonably withheld, delayed or conditioned), provided that Programme Athletes and Team Members shall be entitled to pass on Team Kit which they wear or use to: (i) such Athlete's family; (ii) other Athletes; (iii) other athletes, including without limitation junior athletes; and/or (iv) third parties as charitable donations (in all cases not, for the avoidance of doubt, for any commercial benefit).

2.4.7 in the case of all Athletes, to agree, if requested by British Swimming (but subject to the right to recoup expenses in accordance with British Swimming's policies and guidelines), to attend and participate in one (1) media training session per calendar year conducted by or on behalf of British Swimming (for the avoidance of doubt, such session shall be subject to clause 2.5.4 of Part 1 of this Schedule and in the case of Programme Athletes taken into account as part of the eight (8) promotional appearances required to be carried out by a Programme Athlete pursuant to clause 2.4.5 of Part 1 of this Schedule). British Swimming shall give notice of such session to the Athlete as far in advance as is reasonably possible but in any event not less than 14 days' notice shall be given. Such notice to include the estimated length of time for the training session. British Swimming shall also ensure that the training session does not disrupt or interfere with any Athlete's or the Team's/Squad's competitive swimming activities and preparation and training thereof. If an Athlete without proper and reasonable excuse, fails or refuses to attend a media training session they shall be reported to the National Performance Director under the Disciplinary Procedures and Sanctions.

2.5 Notwithstanding any other term of this Agreement, British Swimming hereby acknowledges and agrees (and Team Members agree in respect of clause 2.5.6 of Part 1 of this Schedule below) that:

2.5.1 there shall be no use of an Athlete's Image under this Agreement if such use would be detrimental to the reputation of the Athlete or otherwise derogatory or offensive or ridiculous.

2.5.2 it shall ensure that no use of an Athlete's Image by or personal appearance of an Athlete for British Swimming, the Principal Partner, the Official Outfitting Supplier, any Other British Swimming Sponsors, pursuant to the WCP (as defined hereafter in Appendix 2) and/or otherwise pursuant to this Agreement shall

suggest a personal endorsement of British Swimming, the Principal Partner, the Official Outfitting Supplier, the Other British Swimming Sponsors or any product, service or brand of the same by any one or more of the featured Athletes. For the avoidance of doubt, every use of the Athlete's Image and all personal appearances of the Athlete shall be in their capacity as a Programme Athlete or Team Member and not in a non-British Swimming context.

2.5.3 it shall use its best endeavours (without incurring cost) to ensure that the Athlete shall be given reasonable notice of not less than 14 days of any proposed personal appearances and shall confirm their availability or non-availability within a reasonable period but in any event within not less than four (4) days of such notification (or such later period as may be agreed between the parties). The Athlete shall attend the proposed dates of such personal appearances except where the Athlete can demonstrate to the reasonable satisfaction of British Swimming that for the Athlete to do so would conflict with or otherwise impair the performance of the Athlete's other obligations under this Agreement and/or, for the avoidance of doubt, the Programme Athlete Agreement in particular as to training and competition or where the Athlete has another reasonable reason for non-attendance. Failure to demonstrate non-appearance to the reasonable satisfaction of British Swimming will be dealt with in accordance with clause 2.4.5.

2.5.4 save where expressly provided otherwise under this Agreement attendance at personal appearances under clause 2.4.4 of Part 1 of this Schedule and promotional appearances under clause 2.4.5 of Part 1 of this Schedule (including the media training session under clause 2.4.7 of Part 1 of this Schedule) shall be calculated in half-day units (which shall include any travelling time) of not more than four (4) hours each provided that where an appearance is for more than four (4) hours it shall constitute one (1) full day.

No appearances shall be in excess of eight (8) hours unless otherwise agreed with the Athlete.

2.5.5 no provisions of this Agreement shall prevent any Athlete entering into personal endorsement and/or sponsorship agreements/arrangements or other agreements/arrangements of whatever nature provided that such agreements/arrangements do not feature or grant rights in respect of the Athlete in their capacity as an Athlete nor could reasonably be regarded as suggesting any endorsement of such personal sponsor by British Swimming (see guidelines in Schedule 7 which shall be subject to the other provisions of this Agreement). To assist British Swimming in coordinating the management of Athlete appearances pursuant to this Agreement, an Athlete shall so far as they are able under the terms of any such agreements/arrangements, in particular having due regard to an Athlete's obligations of confidentiality under any such agreements/arrangements, provide the name of the contracting party, the length of term, the products and/or services covered and any pre-existing dates where the Athlete is unable to provide a personal or promotional appearance, for or on behalf of British Swimming. The relevant form for completion shall be provided by British Swimming and will also be available on request from British Swimming.

2.5.6 there shall be no use of the Athlete's Image under this Agreement in or on merchandise and/or premiums without the prior written consent of the Athlete first being obtained.

2.5.7 it shall ensure that all relevant health and safety laws and requirements are complied with where the Athlete is making a personal appearance under this Agreement.

3. Medical Considerations

- 3.1 This rule does not apply in relation to testing for drugs, stimulants or other prohibited substances or practices which matters are covered by British Swimming Anti-Doping Rules, the World Anti-Doping Code, and the UK Anti-Doping's Anti-Doping Policy.
- 3.2 Athletes must conduct themselves in such a reasonable manner so as to obtain and maintain their best possible physical fitness and health.
- 3.3 Athletes must disclose as soon as reasonably possible to the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Event any illness and/or injury that may affect their performance or participation in the activities of the Team/Squad.
- 3.4 The Team Medical Officer or the Team Leader, acting reasonably if a Team Medical Officer has not been appointed for the Event may request an Athlete to undergo a medical examination/consultation for the purpose of determining the Athlete's physical and mental fitness and health.
- 3.5 To assist with any consultation or examination the Athlete must authorise their Medical Practitioner to disclose to the Team Medical Officer or the Team Leader if a Team Medical Officer has not been appointed for the Event the details of all:
- 3.5.1 pre-existing medical conditions (and which the Athlete's Medical Practitioner considers relevant to the Athlete's fitness to perform optimally in training and competition); and
- 3.5.2 injuries and/or illnesses (and which the Athlete's Medical Practitioner considers relevant to the Athlete's fitness to perform optimally in training and competition);

and the Athlete hereby waives the obligation of confidentiality owed to them by the said Medical Practitioner for the purpose of compliance with this sub-clause and the other provisions of this clause 3 of Part 1 of this

Schedule provided always that, if the Athlete has authorised their Medical Practitioner to disclose to the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Event the details set out in clauses 3.5.1 and 3.5.2 of Part 1 of this Schedule above and such Medical Practitioner refuses and/or withholds disclosure of the same, the Athlete shall not be held to be in breach of this clause 3.5 of Part 1 of this Schedule.

- 3.6 It shall be the personal responsibility of any Athlete having a pre-existing medical condition (in particular a known food allergy) that may affect their participation in Events to advise the Team Medical Officer or the Team Leader if a Team Medical Officer has not been appointed for the Event and further the Athlete shall ensure that they shall have in their possession any medication or equipment required to treat their medical condition or allergy in the event of a medical emergency.
- 3.7 In respect of any such consultation or examinations (conducted pursuant to clause 3.4 of Part 1 of this Schedule above) the Medical Practitioner at the written request of the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Event stating the reasons for the request, may subject to first obtaining the written consent of the Athlete disclose to the Team Medical Officer or the Team Leader if a Team Medical Officer has not been appointed for the Event the details of any medical condition, treatment or progress of the Athlete.
- 3.8 An Athlete must return to their place of residence if so directed by the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Event because in the professional opinion of the Team Medical Officer, or in the reasonable opinion of such Team Leader, the Athlete is unfit or unable to perform to the best of their ability through illness and/or injury. All reasonable travel and other expenses will be borne by British Swimming.
- 3.9 Unless the person with parental responsibility for an Athlete who is a minor shall, when completing the British Swimming loco parentis form,

have reserved the right to authorise medical or surgical treatment the Team Medical Officer is authorised to authorise such emergency medical or surgical treatment as deemed necessary or, in the absence of a Team Medical Officer, the Team Leader (acting reasonably), if an Athlete is unable, for any reason, to provide that authorisation themselves.

- 3.10 The cost of the emergency medical or surgical treatment referred to in clause 3.9 and the cost of travel and other expenses associated with illness and/or injury of Athletes in relation to Events will be paid by British Swimming.
- 3.11 The Team Medical Officer or any other Medical Practitioner, sports scientist or therapist to the Team (“Medical and Scientific Support Staff”) may subject to obtaining the prior written consent of the Athlete disclose to the Team Leader details of all:
- 3.11.1 pre-existing medical conditions;
 - 3.11.2 injuries and/or illnesses (including mental health illnesses); and
 - 3.11.3 results of tests or examinations, and physiological/performance data for which they have consulted a Medical Practitioner, sports scientist or therapist in the 12 (twelve) months prior to their selection for the Programme or Team.
- 3.12 Any details disclosed by, for the avoidance of doubt, any Athlete pursuant to these provisions will be kept absolutely confidential by British Swimming. British Swimming shall comply with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation (for so long as and to the extent that the law of the European Union has legal effect in the UK); (ii) the General Data Protection Regulation ((EU) 2016/679); and (iii) any other directly applicable European Union regulation relating to privacy.

4. Betting and Integrity Regulations

Subject to clause 2.5 of Part 1 of this Schedule, Athletes shall comply with the Betting and Integrity Regulations contained in Schedule 5.

5. Social and Digital Media Policy

Subject to clause 2.5 of Part 1 of this Schedule, Athletes shall follow the Social and Digital Media Policy contained in Schedule 6.

6. Disciplinary Procedure and Sanctions

Subject to clause 2.5 of Part 1 of this Schedule, Athletes agree to the applicability of and shall, where applicable, comply with and follow the Disciplinary Procedures and Sanctions.

7. Team Selection

Any members of a Team (other than a Squad Member) may be made the subject of fines or other sanctions in the event of any failure to comply with the conditions for selection set out in the relevant Selection Policy. For the avoidance of any doubt this may include, under the terms of any Selection Policy, a condition that the member of the Team may by virtue of not complying with a condition of selection be ineligible for selection for future Teams or that further conditions may be imposed in relation to further selection.

8. Intellectual Property

For the purpose of this Agreement, Intellectual Property means: patents, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including

know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

For the avoidance of doubt, Intellectual Property does not include any official website, social media product, service or combination thereof (e.g. blogs, on-line communities, and content distribution or interactive programs, destinations or apps/applications, including (but not limited to) Facebook, Twitter, YouTube, Instagram, Vine and Google), and all other websites and social media products, services or combinations thereof relating to an Athlete in their personal capacity and/or any other capacity not expressly covered in this Agreement where the Athlete directly or indirectly: (i) is involved in the creation or updating of such product, service or combination thereof; and/or (ii) has control over non-user generated content added to such product, service or combination thereof. Nor does Intellectual Property include any photographs of any Athlete not taken in an Athlete capacity or any content created for and posted on any of the Athlete's website(s) or social media product.

8.1 British Swimming warrants and the Athlete acknowledges that, save in respect of the Athlete's Image, which shall at all times be the property of and remain vested solely in the Athlete, the Intellectual Property and all rights in, attaching to or relating to the WCP, its other programmes, events, initiatives and marketing and promotional materials is owned by British Swimming and/or UK Sport and the Athlete will not make use of such Intellectual Property except where permitted or required to do so in accordance with their obligations under this Agreement, provided that British Swimming shall grant to the Athlete a royalty free licence in perpetuity to use the Intellectual Property and all rights in respect of any information which relates specifically to that Athlete, including information relating to the Athlete's individual performance (e.g. race times, 'PBs' etc.) for a Team ("Athlete's Team Data and Information"). For the avoidance of doubt, the Athlete shall be entitled to use such Intellectual Property, including Athlete's Team Data and Information, for

commercial as well as promotional purposes. In any event, no Athlete should use the Athlete's Team Data and Information in any way whereby it could reasonably be considered that the Athlete was trying to suggest that their performance was due to their wearing or otherwise receiving the benefit of kit of a manufacturer other than the manufacturer whose kit they were actually wearing at the time of the performance. The Athlete agrees that they will not use the Trade Marks of British Swimming or the British Swimming Sponsors without the prior written approval of British Swimming. It is hereby acknowledged by the parties that nothing in this Agreement shall prevent the Athlete from referencing their relationship to British Swimming, subject at all times to the Social and Digital Media Policy set out in Schedule 6.

- 8.2 If the Athlete develops any new technology or process with regard to any equipment, training or competition analysis, or other matter which provides or may provide a sport performance benefit and this technology or process is discovered or developed substantially as a result of the performance of the Athlete's obligations under this Agreement or relating to the Programme where funded by UK Sport ("the Developed IP") the Developed IP shall vest in British Swimming by way of assignment. The Athlete hereby assigns all rights, titles and interest that they may have in relation to the Developed IP to British Swimming absolutely provided that the Athlete shall be considered, for the purposes of the Patents Act 2004 only (and not otherwise), as an employee of British Swimming and shall thereby be entitled to a measure of financial reward and/or compensation (pursuant to the Patents Act 2004) where British Swimming obtains a benefit from the Developed IP. For the avoidance of doubt, if the Athlete develops any new technology or process with regard to any equipment, training or competition analysis, or other matter which provides or may provide a sport performance benefit and this technology or process is discovered or developed outside the scope of this Agreement (including but not limited to as a party to any third party relationship or agreement not prohibited under this Agreement and being at times when the Athlete is not participating in the Programme or representing the Team) then such technology or process will not fall within the definition of the Developed

IP provided that no British Swimming or British Swimming Sponsors equipment, products or intellectual property are used. Further, any performance and/or activity information/data digitally collected from the Athlete outside the scope of this Agreement (including without limitation speed, distance, heart rate) shall not fall within the definition of the Developed IP.

SCHEDULE 1 PART 2

1. Athletes' Obligations

Subject in all cases to clause 2.5 of Part 1 of this Schedule, Athletes shall:

1.1 comply with reasonable directions issued by the designated Leadership Team (where established) and reasonable directions of the Team Leader; and

1.2 comply with the Team Meets Regulations contained in Schedule 3.

2. Code of Conduct

Athletes shall observe the following:

2.1 Smoking by Team/Squad members is prohibited.

2.2 British Swimming has a Dry Team/Squad Policy, which means that from the day upon which a Team/Squad is assembled until it is disbanded, no member of a Team/Squad is allowed to drink alcohol or to purchase or knowingly have alcohol in their possession without the consent of the Team Leader. This policy may only be relaxed for celebrations or other occasions involving (in either case) the Team/Squad as a whole at the discretion of the Team Leader, subject to the member of the Team/Squad being at least 18 years of age or greater in order to adhere to applicable laws in the country the Team is based at the relevant time.

3. Sponsorship and Team Clothing

The purposes of this clause are to ensure the continued ability of British Swimming to raise funds to finance the Teams/Squads and the support services provided to the Teams/Squads and for the benefit of present and future competitors.

Subject in all cases to clause 2.5 of Part 1 of this Schedule, Athletes agree in addition to the general obligations set out in Schedule 1 Part 1 above (insofar as

those general obligations are stated to apply to them):

- 3.1 To wear only the sports clothing authorised and/or supplied by British Swimming at all Team/Squad Appearances (as defined in clause 2.4.1 of Part 1 of Schedule 1) subject to (i) the Permitted Exceptions; (ii) as otherwise set out in clause 2.4.1 of Part 1 of this Schedule; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Athlete with such Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.
- 3.2 Not to wear or use any sports clothing, footwear or equipment other than as expressly authorised by British Swimming at Team/Squad Appearances (as defined in clause 2.4.1 of Part 1 of Schedule 1) subject to (i) the Permitted Exceptions; (ii) as otherwise set out in clause 2.4.1 of Part 1 of this Schedule; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Athlete with such Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.
- 3.3 To keep all official Team/Squad clothing, footwear or equipment as supplied to them and/or authorised by British Swimming in good condition (allowing for fair wear and tear) and not to modify them in any way or supplement anything to them and to ensure that the relevant authorised supplier's trade mark and/or name are clearly visible on the items (unless authorised by British Swimming and/or unless modification is required by any Para-Athlete owing to their specific impairments and British Swimming confirms that such modification will not constitute a breach of this Agreement pursuant to clause 2.2 of Schedule 2).
- 3.4 Not to have tattooed or branded on their body any name, logo or design of any commercial entity. British Swimming acknowledges that in the event that an Athlete has a tattoo of the Olympic Rings and or the Agitos Logo an Athlete will not be in breach of this obligation, subject to the Athlete's acknowledgement that if at an Event or other Sport of Swimming event they are required by British Swimming or any other organisation to cover up the tattoo that the Athlete will cover the tattoo to

the reasonable satisfaction of British Swimming or such other organisation.

The Athlete's agreement as specified above is subject to the right of the Athlete to be involved in individual promotional activities a reasonable time after the completion of their event at the Event. For the avoidance of doubt, a reasonable time would normally be 24 hours following their event.

4. Press Conferences

When attending a Team/Squad competitive Event the Athlete agrees to comply with the provisions of the British Swimming Media Protocols issued to the members of the Team/Squad. Failure to do so may lead to disciplinary action in accordance with the Disciplinary Procedures and Sanctions.

5. Attendance

An Athlete having accepted an invitation to any training activity shall attend such activity promptly and fully. An Athlete shall only be excluded attendance for good reason (e.g. ill health or family bereavement) and then only when the earliest practicable notice is given in writing (preferably by e-mail transmission, which, unless the sender immediately receives a notice of non-delivery, shall be deemed received at the time of transmission) to the Team Manager or Team Leader. Failure to do so may lead to disciplinary action in accordance with the Disciplinary Procedures and Sanctions.

6. Specialised Equipment and Personal Equipment

6.1 Where in swimming and para-swimming any (i) Programme Athlete who has been selected via a selection policy to become a member of any Team at a Competition; (ii) Team Member; or (iii) Squad Member (excluding in all cases of (i), (ii) and (iii) swimming junior teams and squads) wishes to exercise freedom of choice in the selection of any items of Specialised Equipment as defined in Appendix 1 (as designated from time to time by FINA, WPS and (if applicable) LEN or EPC and (if applicable) the British Olympic Association ("BOA") (the National Olympic Committee pursuant

to the provisions of the Olympic Charter) and the British Paralympic Association (“BPA”) (the National Paralympic Committee pursuant to the provisions of the Paralympic Charter)) British Swimming and the Athlete agree to follow the procedure set out in Appendix 1 to this Agreement.

British Swimming agrees in good faith to present to FINA, WPS and (if applicable) LEN or EPC and (if applicable) the BOA and the BPA any reasonable representations put forward by the Athlete Representative Group in connection with a request for designation of any item as Specialised Equipment (including any reasonable representations put forward in respect of swimming caps) provided that British Swimming reserves the right upon prior notification to such representatives to oppose such request in discussions with FINA, WPS and (if applicable) LEN or EPC and (if applicable) the BOA and the BPA.

- 6.2 Without prejudice to clause 6.1 of Part 2 of this Schedule, British Swimming acknowledges and agrees that in any discipline (and whether senior or junior or other) any (i) Programme Athlete who has been selected via a selection policy to become a member of any Team at an Event; (ii) Team Member or Squad Member wishing to exercise freedom of choice in the selection of goggles (“Personal Equipment”) shall be entitled to use and wear such Personal Equipment of their choosing. British Swimming acknowledges and agrees that such Personal Equipment may bear the logo, marks and/or other distinctive marks of any person, company or legal entity except to the extent that British Swimming is required by the rules of any particular third party competitions and/or events to ensure otherwise.
- 6.3 Further British Swimming agrees to keep the Athlete Representative Group regularly informed of any developments relevant to the Athletes in connection with their exercise of freedom of choice including any developments and/or potential developments in respect of equipment designated as Specialised Equipment and/or Personal Equipment throughout the continuance of this Agreement.
- 6.4 For the avoidance of doubt nothing in this Agreement restricts what

Programme Athletes may choose to wear and/or use outside of Events unless expressly stated otherwise.

SCHEDULE 2

Athletes' Benefits

1 Athletes' Benefits

1.1 British Swimming acknowledges and agrees that it shall:-

1.1.1. provide to all Athletes attending an Event, Event specific information including but not limited to: (i) rights and obligations; (ii) behaviour; (iii) reporting times; (iv) key personnel being the Team Leader, performance management staff, Medical and Scientific Support Staff (if attending the Event), Athlete Representative(s), welfare/safeguarding officer, anti-doping officer; (v) Competition Rules and Regulations; (vi) discipline, disciplinary procedures and sanctions; (vii) anti-doping rules; (viii) betting and integrity regulations; (ix) the Social and Digital Media Policy; (x) safeguarding; (xi) equality and diversity; (xii) whistleblowing; (xiii) data protection and privacy; (xiv) Judicial Code; (xv) policy for exercising Freedom of Choice to wear and/or use Specialised Equipment; (xvi) WCP Eligibility Requirements; (xvii) Selection, De-Selection and Appeals Procedures for British Teams; (xviii) Funding Appeals Review Procedures for WCP; (xix) UK Sport Eligibility Policy; (xx) FINA and WPS Eligibility Policy; (xxi) the liaison procedure and the name and contact details for the Athlete Representative for that Event (i.e. the British Swimming Board Athlete Representative and/or their nominee(s) for that Event).

Without prejudice to the generality above, British Swimming is to provide in the Event information a reference to (and copies) of this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy;

1.1.2. provide the following (i) to all Athletes except Squad Members anti-doping training/education (to include the provision of

training/education at least once in every two year period by either a UK Anti-Doping trained and accredited educator or a UK Anti-Doping national trainer); and (ii) to (a) all Programme Athletes and (b) Team/Squad Members in a discipline in receipt of UK Sport funding the contact details of a designated child safeguarding officer;

1.1.3. at all times including in exercising its rights (including its exercising of any discretions) and discharging all of its obligations under this Agreement, British Swimming will:

1.1.3.1. treat all Athletes with dignity and respect and without harassment, acting reasonably at all times;

1.1.3.2. manage its relationship with all Athletes in a manner that develops openness, honesty, mutual trust and respect and with full commitment to the principles of equality, diversity and inclusion, and ensure the highest professional and ethical standards for all staff;

1.1.3.3. abide by all the sports policies and procedures adopted by British Swimming when and to the extent they are relevant to Athletes; and

1.1.3.4. comply with all of its obligations to UK Sport;

1.1.4 for all Athletes efficiently facilitate, administer, manage and determine complaints, allegations, investigations, disputes, judicial procedures, disciplinary processes, awards or decisions and sanctions in accordance with appropriate and efficient procedures and processes and shall notify an Athlete of the full details of any dispute with the Athlete at the earliest possible opportunity (as shall the Athlete);

1.1.5 when administering the procedures and processes referred to in clause 1.1.4, doing so with fair and transparent due process and at

all times observing the principles of natural justice;

1.1.6 where the Programme Athlete engages the services of an appropriately qualified coach (including but not limited to a nutritionist, psychologist or other performance related coach) who is not engaged by British Swimming (a “Personal Coach”), British Swimming will ensure that its officers, staff and coaches use their reasonable endeavours to work with the Programme Athlete and Personal Coaches to further the interests of the Team Member and discharge British Swimming’s obligations to the Athlete;

1.1.7 actively encourage and support consultation with the Athlete Representative Group in policy and development applicable to the Athlete and to ensure timely communication of any revisions with each Athlete;

1.1.8 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 British Swimming’s reporting obligations to UK Sport;

1.1.9 where the member of a Team or Squad is under the age of 18 British Swimming shall include their parent(s)/guardian(s)/carer(s) in any induction and training sessions taking place at Events; and

1.1.10 where the member of a Team or Squad is an Adult at Risk or lacks capacity to make decisions for themselves then British Swimming shall include their parent(s)/guardian(s)/carer(s) in any induction and training sessions taking place at Events.

1.2 Without prejudice to clause 1.1, British Swimming will provide each of the following Athletes with the following benefits in each case at levels reasonably determined by British Swimming:

- 1.2.1 all Athletes with coaching, welfare, and targeted sports science and sports medicine support although, for the avoidance of doubt, there will be occasions when part of this targeted approach means that the Athletes are required to self-manage this support;
- 1.2.2 all Athletes except Squad Members (except where British Swimming has agreed to provide the benefit at the Squad Member's cost) with travel, accommodation, meals and group transport in respect of Events;
- 1.2.3 all Athletes with adequate insurance cover with reputable insurers: (i) for any personal injury and loss arising out of or in connection with any activities carried out and/or at any facilities used by all Athletes in connection with this Agreement whilst on British Swimming Team duty including Events; (ii) third party liability; and (iii) travel insurance;
- 1.2.4 all Athletes with administrative support to enable the Athlete's participation at the Events;
- 1.2.5 all Athletes with costs of emergency medical and surgical treatment and cost of travel and other expenses associated with illness and/or injury in relation to an Event; and
- 1.2.6 (i) diving and para-swimming Programme Athletes; (ii) Programme Athletes in swimming and open water marathon swimming who have also been selected via a selection policy to become a member of any Team at an Event; (iii) Team Members in diving, high-diving, swimming, open water marathon swimming, para-swimming, artistic swimming and water polo; and (iv) Squad Members in British Swimming's absolute discretion or where British Swimming has agreed to provide the benefit at the Squad Member's cost with:
 - 1.2.6.1 Team Kit in sufficient quantities reasonably determined by British Swimming and of sufficiently

high quality and delivered in a timely manner to enable the Athlete to comply with their obligations set out in Schedule 1 and to in no way adversely affect the performance of an Athlete or such Athlete's exercise of their rights and/or performance of their obligations under this Agreement at Events. For these purposes, British Swimming acknowledges that nominated representatives of the Programme Athletes (including the Athlete Representative) shall have the right to make representations in respect of the provisions of Team Kit, including as to the appropriateness of its quality, quantity and timings of its delivery. Upon any such representations being made, British Swimming shall consider the same in good faith and shall use its reasonable endeavours to resolve any identified problems, including (if appropriate) making representations to the Official Outfitting Supplier in respect of the provision of Official Outfitting Supplier Products. In addition and without prejudice to the foregoing, in each calendar year of this Agreement, British Swimming shall arrange for two (2) meetings (or such other number as may be agreed between the parties) to be held between: (i) British Swimming (represented by the Chief Executive and Kit Manager of British Swimming or such other persons as nominated by British Swimming and reasonably approved by the Athlete Representative Group); (ii) the Official Outfitting Supplier at the relevant time; and (iii) up to six (6) nominated representatives of the Programme Athletes (including the Athlete Representative) (each such nominated representative shall be required to disclose to British Swimming prior to such meeting any personal endorsement and/or sponsorship agreement/arrangements with the Official Outfitting Supplier or any competitor of the Official

Outfitting Supplier) to discuss any concerns of Programme Athletes in connection with Team Kit (including as to the appropriateness of its quality, quantity, available range and timings of its delivery) (each a “Kit Consultation Meeting”). Where a Kit Consultation Meeting takes place, it is agreed as follows:

- (i) the agenda shall be agreed in advance by British Swimming and the nominated representatives of the Programme Athletes; and
- (ii) all reasonable travel and other expenses incurred by the nominated representatives of the Programme Athletes in connection with their attendance shall be borne by British Swimming (in accordance with British Swimming’s policies and procedures regarding expenses as amended from time to time).

Further, the parties acknowledge and agree that:

- (i) the intention is for the next Kit Consultation Meeting to take place in May/June 2020 and thereafter at such times each year as shall be reasonably agreed between British Swimming and the nominated representatives of the Programme Athletes, it being envisaged that such meetings will take place as follows:
 - a. in September (following the conclusion of major events but prior to British Swimming placing its order with the Official Outfitting Supplier for Team Kit for the forthcoming period); and

b. in March/April (around the time of the trials for major events but prior to British Swimming placing its order with the Official Outfitting Supplier for team uniforms, training and competition apparel and other items of clothing or products including accessories for the forthcoming period);

(ii) British Swimming shall ensure that the requirement for Kit Consultation Meetings is included in any subsequent Official Outfitting Supplier Agreement (including in any renewal or extension of the current Official Outfitting Supplier Agreement). In respect of the duration of the current Official Outfitting Supplier Agreement, British Swimming shall use its best endeavours to ensure that Kit Consultation Meetings take place; and

(iii) in addition and without prejudice to clauses (i) and (ii) above, as soon as reasonably possible prior to entering into any subsequent Official Outfitting Supplier Agreement (including any renewal or extension of the current Official Outfitting Supplier Agreement), British Swimming shall consult fully in good faith and in a transparent manner, on an ongoing basis, with the Athlete Representative Group in respect of the proposed future arrangements for Team Kit including as to the appropriateness of its quality, quantity, available range and timings of its delivery. Upon representations being made during such consultation process by the nominated representatives of the Programme Athletes, British Swimming agrees that it shall:

- a. consider in good faith such representations and liaise with the nominated representatives of the Programme Athletes in respect of the same; and
- b. report such representations to the board of British Swimming for its proper consideration in good faith and inclusion in British Swimming's discussions and/or negotiations for the proposed future arrangements for Team Kit.

2. Additional Athletes' Benefits

2.1 All Athletes shall be entitled to:

- 2.1.1 be reimbursed (in accordance with British Swimming's policies and procedures regarding expenses as amended from time to time) any expenses properly incurred by them in attending at any press conference or photo session or promotion day as described in Schedule 1 and/or any other personal/promotional appearance made pursuant to this Agreement;
- 2.1.2 receive any prize monies which are awarded as a result of that Athlete's performance at a Competition. Where such prize monies are not paid directly to the Athlete, but to British Swimming in the first instance, British Swimming shall pay such monies to the Athlete as soon as reasonably practicable without any deductions being made;
- 2.1.3 if any Athlete is under the age of 18 or if British Swimming is aware the Athlete is an Adult at Risk or lacks the legal capacity to make their own decisions then British Swimming will take out an appropriate assessment (including risk assessment) of the Athlete's needs whilst on the WCP or at an Event (as the case may be) and ensure there is a safeguarding lead to support their needs;

2.1.4 for any Para-Athlete then British Swimming will:

2.1.4.1 use reasonable endeavours to ensure access to a classification process;

2.1.4.2 ensure reasonable dedicated classification support; and

2.1.4.3 work with the Para-Athlete and any guides to develop, as far as possible, individual plans linked to the Athlete's membership of the Programme (including their IAP) and/or their attendance at Events;

2.1.5 reasonable access to the Athlete Representative and Athlete Representative Group (or equivalent).

2.2 A Para-Athlete shall be entitled to modify their individual Team Kit where such modification is required by their specific impairment. Where any Para-Athlete wishes to so modify the Para-Athlete and British Swimming must follow this procedure:

2.2.1 the Para-Athlete must provide British Swimming with (i) details of the proposed modification including the size and placings of such modification; (ii) the reason for the modification; and (iii) either details of the professional tailor that the Para-Athlete wishes to use to make the modification together with the proposed costs of the tailor (where the Para-Athlete is pursuant to clause 2.2.8 below, entitled to have the costs met by British Swimming) for, in the cases of (i), (ii) and (iii) for British Swimming's approval or confirmation that the Para-Athlete is happy for British Swimming to use its professional tailor;

2.2.2 where the Para-Athlete provides confirmation that they are happy for British Swimming to use its preferred tailor and the Para-Athlete is not entitled to have the costs met by British Swimming

pursuant to clause 2.2.8 below, British Swimming shall obtain and forward to the Athlete the proposed costs of such modification for the Para-Athlete's approval;

2.2.3 British Swimming and the Para-Athlete agree to exercise the rights of approval referred to in clauses 2.2.1 and 2.2.2 in a timely and reasonable manner and where approval is not obtained, the parties shall discuss such matter in good faith with a view to approval being granted/obtained;

2.2.4 once the relevant approval(s) is/are obtained, the relevant party may proceed to engage the tailor to make the agreed modification;

2.2.5 if the actual costs of the modification exceed the proposed costs, the party instructing the tailor shall be responsible for the costs in excess of the proposed costs;

2.2.6 where approval has been obtained for a particular modification, tailor and proposed costing, such modification, tailor and proposed costing shall be deemed approved for that specific modification on future occasions;

2.2.7 the Para-Athlete agrees that where the modification removes an area of the Team Kit that displays a logo or other branding including the British Swimming name and/or logo, the Para-Athlete is not entitled to place any other form of such logo, name or other branding onto the Team Kit unless British Swimming provides its consent in its discretion;

2.2.8 if the modification is for a performance benefit (as requested by the Para-Athlete and agreed by British Swimming or as suggested by British Swimming) British Swimming shall be responsible for the proposed costs. If the modification is for comfort (as requested by the Para-Athlete and agreed by British Swimming or as suggested by British Swimming) the Para-Athlete shall be

responsible for the proposed costs; and

2.2.9 British Swimming shall at all times ensure that Team Kit is provided to the Para-Athlete in sufficient time for the above process to be followed and executed to ensure that the Para-Athlete has the modified Team Kit in sufficient time to prepare for an Event.

2.3 Notwithstanding any other provisions of this Agreement, the parties agree that where the Official Outfitting Supplier has been granted by British Swimming the right to supply footwear to the Athletes for Events and does supply such footwear, the Athletes shall be required to wear such footwear at such Events subject to the following:

2.3.1 only when on formal Team/Squad duty at such Events, such as press conferences and medal presentations (excepting from such formal duty activities where it is more appropriate for such Athlete to wear formal footwear such as shoes and not trainers);

2.3.2 the Athlete shall not, however, be required to wear such footwear outside of Events, when travelling to/from such Events or when not on such formal Team/Squad duty at such Events;

2.3.3 any Para-Athlete shall not be required to wear such footwear if the footwear does not have any modifications to the Para-Athlete's reasonable satisfaction that are required due to such Para-Athlete's specific impairment; and

2.3.4 the Athlete shall not be required to wear such footwear if doing so would place the Athlete in breach of any other agreement that they are a party to at the time of entering into this Agreement.

3. Liaison Procedure

3.1 Except in respect of resolving the Athlete's concerns about Team Kit for

which the procedure set out in clause 2.4.1(d) of Part 1 of Schedule 1 shall apply, where the Athlete has concerns about any matter (i) whilst on Team/Squad duty (such as in connection with any decision taken by the Team Leader or the National Performance Director affecting the Athlete, including during 'Team Meets' pursuant to Schedule 3); or (ii) otherwise at any time during the duration of this Agreement, the parties acknowledge and agree that the Athlete shall at all times be permitted to contact the Athlete Representative (and any other person nominated by the Athlete Representative from time to time). British Swimming and the Athlete Representative will agree a list of such nominated persons. The Athlete Representative and such nominated persons may (in their discretion) liaise, where necessary, with British Swimming on behalf of the Athlete with a view to resolving the Athlete's concern, with each party hereby agreeing to act reasonably. For the avoidance of doubt the Athlete shall continue to comply with a decision taken by the Team Leader or National Performance Director.

- 3.2 British Swimming and the Athlete Representative each agree to keep a record of all concerns raised by the Athlete Representative with British Swimming pursuant to clause 3.1, the resulting discussions (and/or proceedings) and the resolution or non-resolution of such concerns so that British Swimming and the Athlete Representative (and their respective legal advisers) can review and consider in good faith, as part of the process set out in clause 10, the effectiveness of such liaison procedure and whether or not any changes need to be made to the procedure and included in any amendment and/or extension of this Agreement.

4. Additional British Swimming Obligations

4.1 Athlete Mental Welfare

British Swimming agrees that:

- 4.1.1 it shall ensure that at the date that the form of this Agreement was agreed an employee is in post whose job description includes the

responsibility for acting as an independent contact for Athletes to approach with any mental wellness and/or mental illness issues or concerns. British Swimming will make known to the Athletes who this individual will be. Further, as it exists at the date that the form of this Agreement was agreed each of the disciplines of swimming, para-swimming and diving within the Programme also has an individual responsible for mental wellness and/or mental illness issues or concerns;

4.1.2 the employee (referred to in clause 4.1.1 above) acting as an independent contact for Athletes shall work in good faith, collaboratively and regularly with the Athlete Representative and shall consult with and take into account the reasonable views of the Athlete Representative Group where relevant; and

4.1.3 without prejudice to the generality of clause 4.1.1 and clause 4.1.2, such individual shall be responsible for and shall:

4.1.3.1 do all that they reasonably can to build and maintain trust with and from the Athletes which shall include being available to regularly meet with groups of these Athletes at appropriate times such as training camps;

4.1.3.2 wherever reasonably possible, attend Events in the UK;

4.1.3.3 attend Athlete Representative Group meetings (where practicable) including those referred to in clause 4.2 below; and

4.1.3.4 focus on the current and future mental welfare of the Athletes.

4.2 Athlete Representative Group

4.2.1 British Swimming shall work with the Athlete Representative and

the Athlete Representative Group in the Sports of Swimming as it exists at the date that the form of this Agreement was agreed by British Swimming and the Athlete Representative Group (“the Current Group”), to create an arrangement where the Athlete Representative Group shall have terms of reference (“the New Group”);

4.2.2 British Swimming shall agree with the Athlete Representative and the Current Group a formal mechanism to enable the New Group to present and/or otherwise make its views known to the Board of British Swimming via the Athlete Representative or by other such means in the event of a conflict of interest;

4.2.3 notwithstanding the creation of the New Group, British Swimming shall still continue to have the Athlete Representative and for such Athlete Representative to have a position on the British Swimming Board who shall regularly liaise with the Athlete Representative Group; and

4.2.4 such New Group should meet regularly. British Swimming shall meet the reasonable travel expenses of those attending such meetings.

SCHEDULE 3

Events

1. All matters relating to events and activities comprised within any Event shall remain at the discretion of the National Performance Director subject to paragraphs 2 and 3 below and shall be notified to relevant Athletes.
2. Without prejudice to clause 3 of Schedule 2, any material concerns of (i) a Programme Athlete who has been selected via a selection policy to become a member of any Team at an Event; (ii) a Team Member; or (iii) a Squad Member relating to the arrangements for Events may be raised with British Swimming by the Athlete or through the Athlete Representative (or any other person nominated by the Athlete Representative from time to time) (a list of such nominated representatives will be agreed between British Swimming and the Athlete Representative).
3. Such representations shall be made to the National Performance Director (or their nominee within British Swimming) who will then consult (and, for the avoidance of doubt, is obliged to consult) in good faith with the Athletes and coaches comprised in the Team/Squad at the Event and then make a determination on the issue. The decision of the National Performance Director shall be final and binding subject to paragraph 4 of this Schedule 3.
4. The National Performance Director in making any final and binding decision pursuant to paragraph 3 above shall act reasonably and take into account all matters as may be relevant in the circumstances.
5. A (i) Programme Athlete who has been selected via a selection policy to become a member of any Team at an Event; (ii) Team Member; or (iii) Squad Member has the right at Events to access the National Performance Director or other appropriate member of WCP staff, at reasonable times, to receive and consider any requests for advice and information, reports, applications or other matters. The other appropriate member of WCP staff must be someone who is one or ideally two levels higher than the Athlete's manager where the Athlete wishes to

raise a problem concerning that manager.

6. Signing Off from the Team

6.1 Where (i) a Programme Athlete who has been selected via a selection policy to become a member of any Team at an Event; (ii) a Team Member; or (iii) a Squad Member shall at their own request and with the agreement of the Team Leader have signed off from the Team, then they shall forthwith relinquish all rights and privileges associated with membership of the Team/Squad (including, for instance, accreditation and airport transfers and check-in facilities). Any support given to any such Athlete in an emergency shall be without obligation and entirely at the discretion of the Team Leader. For the avoidance of doubt, signing off will not involve the Athlete losing their rights of travel.

6.2 A (i) Programme Athlete who has been selected via a selection policy to become a member of any Team at an Event; (ii) Team Member; or (iii) Squad Member may temporarily sign off with the agreement of the Team Leader, there shall be agreed a specific period for the operation of the signing off. During this period all rights and associated privileges of the Athlete shall be suspended and the Athlete shall absent themselves from the Event accommodation. For the avoidance of doubt, Schedule 1 Part 2 of this Agreement shall continue to apply.

SCHEDULE 4

Disciplinary Procedures and Sanctions

1. Termination of Programme and/or Team/Squad Membership

- 1.1 British Swimming may terminate (i) a Programme Athlete's membership of the Programme subject to clause 10.4 of Appendix 2; and (ii) in relation to Events the arrangements relating to: (a) a Programme Athlete who has been selected via a selection policy to become a member of any Team at an Event; (b) a Team Member or Squad Member by giving written notice to the Athlete if, in the reasonable opinion of the Team Leader, the Athlete has committed a serious breach of any of these Rules and in the case of (ii) (a) and (b) the continued participation of the Athlete in the Team/Squad is considered by the Team Leader, in their reasonable opinion, to be seriously detrimental to the interests of the Team/Squad, British Swimming or the individual Athlete concerned.
- 1.2 If an Athlete's membership of a Programme or Team/Squad at an Event is terminated the Athlete shall immediately return to their place of training/residence. All reasonable travel and other expenses shall be borne by British Swimming.
- 1.3 The Athlete shall have a right of appeal to the British Swimming Judicial Appeal Tribunal against a decision to terminate their membership of a Team in accordance with 1.1 above.

2. British Swimming Disciplinary Rules and Protocols

- 2.1 Whether or not an Athlete shall be liable to have their membership of the Programme or Team/Squad in relation to an Event terminated under clause 1 above then in addition to or as an alternative to such sanction the matter may be referred by British Swimming via a complaint to the Judicial Tribunal in accordance with the British Swimming Judicial

Code.

- 2.2 In respect of any breach of these Rules in this Agreement by any Athlete and whilst acknowledging that the matter may subsequently be referred to the Judicial Tribunal the Team Leader is authorised in full consultation with the designated Leadership Team (where appointed) and National Performance Director (if applicable) to take such reasonable action in the light of any incident as they consider necessary or desirable in the interests of the Programme, any Team/Squad, British Swimming, any affected British Swimming Sponsors and the individual Athlete concerned. This may include, by way of example only the imposition of an interim suspension from the Programme or from all or any Team/Squad activities, the offering of advice or a verbal warning as to future conduct but may not include the imposition of any financial penalty.

Any Athlete may be supported in any meeting with the Team Leader by a friend who will be the coach allocated to the Athlete (if any) or any other person being a member of the Programme or Team/Squad (as the case may be) who shall agree at the request of the Athlete to attend the meeting and support the Athlete as a friend.

- 2.3 The Team Leader shall in their report upon the Team/Squad following an Event provide British Swimming with a confidential report addressed to the Chief Executive containing full details of any incidents that occurred and of any action taken in respect of such incidents. In the event a sanction (for example and including but not limited to a written warning, suspension for a specified period or a fine) is imposed on an Athlete by the Team Leader or the National Performance Director the Athlete shall have a right of appeal to the British Swimming Judicial Appeal Tribunal. If an appeal or process is initiated in accordance with the British Swimming Judicial Code then the Athlete may be provided with a copy of the confidential report upon direction of the Chairperson of the British Swimming Judicial Appeal Panel. If provided the Athlete agrees to keep the confidential report and its contents confidential and

shall be entitled only to use the report and/or its contents as part of any appeal or procedure initiated under the Judicial Code and not for any ulterior or collateral purpose. For the avoidance of doubt, the Athlete shall be entitled to disclose copies of the confidential report to the Athlete's legal advisors.

SCHEDULE 5

Betting & Integrity Regulations

1. Definitions:-

1.1 “Person” shall mean an Athlete, coach, official, member of a British Swimming Team or management or any health professional (associated with the British Swimming Team or Athlete) including, but not limited to, the Team doctor and/or the Team physiotherapist.

1.2 “Event or Competition” shall mean any event or competition in which a British Swimming Team is participating.

2. A Person shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any gift or reward or consideration of any nature which is, or could appear to be related in any way to, influencing the outcome or conduct of an Event or Competition.

3. As an exception to Regulation 2 above, a Person may enter into an arrangement or agreement for which the prior written approval of the British Swimming Management Board has been sought and obtained. Appearance fee money or prize money or sponsor bonus payments from an Event or Competition shall be deemed to be approved.

4. A Person shall not, either directly or indirectly, bet, or instruct, permit or enable any Person to bet, on the result, progress or conduct of an Event or Competition in which the Person is participating, involved either directly or indirectly, or in which the Person has any influence, either directly or indirectly.

5. A Person shall not use, or provide to any other third party information relating to British Swimming, including any member of a British Swimming Team which the Person has by virtue of their position within the sport and which is not publicly available for, or in relation to, betting.

6. British Swimming is entitled to take such action as it deems appropriate against any Person it believes may have contravened these Regulations. Such action

may include disciplinary action under the British Swimming Athlete Agreement and Code of Conduct, reporting the matter to FINA, the Police or any other competent authority.

7. British Swimming is entitled to access to and copies of any documents or information which it requests to ascertain if a breach of any of these Regulations has occurred. Failure to supply or any delay in the supply of any such document is itself a disciplinary offence. British Swimming is entitled to make such use of any document or information that comes into its possession pursuant to these Regulations or howsoever obtained for such purposes as it deems appropriate for the purposes of these Regulations and/or to hand such document or information to FINA, the Police or any other competent authority.

8. All Persons shall inform British Swimming forthwith, on a confidential basis, of any activity, including approaches from any third party, which they believe may or will contravene, or are, or may lead to the contravention of any of these Regulations above and fully co-operate with British Swimming in any enquiry or investigation undertaken by British Swimming or on its behalf including the prompt supply of any document(s) or copy of any information requested by British Swimming pursuant to Regulation 7 above.

SCHEDULE 6

Social and Digital Media Policy

British Swimming encourages Athletes to share their experiences with their family, friends and supporters via social and digital media. The use of social and digital media platforms (including but not limited to, for example, Facebook (FB), Twitter, Snapchat and Instagram (IG)) provide a unique opportunity to share your experience as an Athlete. This Policy is designed to ensure that these activities respect British Swimming values and the rights of others. The general principles of this Policy set out below shall also apply to comments made in a wider public context including, but not limited to, any comments made on radio, TV appearances and interviews.

In addition to this Policy, Athletes may be subject to additional policies and/or guidelines related to the use of social and digital media, issued by LEN and/or FINA or other respective organisations.

General Principles

Respect of laws and British Swimming values:

Postings made by, or on behalf of, Athletes must comply with this Policy and conform to applicable laws and the British Swimming values of pride, integrity, innovation and fun. Postings must not be made for the purposes of demonstration or any form of political, religious or racial propaganda. They must be dignified and not be discriminatory, offensive, hateful or defamatory.

In particular, when using social and digital media, Athletes must not:

- i. intrude upon the privacy of others;
- ii. infringe any intellectual property rights, or other rights of any other person or organisation;
- iii. disclose any confidential information or another person's or organisation's private information;
- iv. interfere with the competition or event or the ceremonies of the competition or event or with the responsibilities of British Swimming or

- other entities that are part of the organisation of the competition or event or the ceremonies; or
- v. violate security measures for the safe conduct of the competition or event.

Infringement and Sanction

When Athletes choose to go public with any comments, opinions or other content posted on social and digital media, they are solely responsible for the consequences of their action. Athletes may suffer legal or disciplinary sanctions or other negative consequences for any postings deemed to be inappropriate, illegal, or infringing on any other person's rights. This also applies where Athletes authorise another person or organisation to manage their social media accounts or to express opinions on their behalf.

British Swimming will monitor on-line content to ensure that the integrity of British Swimming official sponsors' rights are protected and maintained. Any comments made by an Athlete in support of their personal sponsor who may be a competitor of a British Swimming official sponsor will not be regarded per se as harming the integrity of the rights of such official sponsor provided that there is no mention of that British Swimming official sponsor.

British Swimming will take action against any Athlete in breach of this Policy in accordance with the Disciplinary Procedures and Sanctions set out in Schedule 4 of the Athlete Agreement and Code of Conduct.

Important hints and tips

The following is designed to provide helpful, practical advice for Athletes on using social and digital media effectively.

Remember everyone can see you - before you write anything, remember that it is public and anyone can take your words and put them in a newspaper, on a website or the television. Media will be monitoring social media and will use your words as quotes.

Pause and think carefully before you mention embarrassing stories about you or other Athletes. Even if you delete content individuals may have taken a screenshot.

Be responsible - be careful and if you are in doubt, don't post it. If you are about to post something about someone else think would you like that posting about you?

As a team it is great that you want to support each other, but could posting from the preparation area show something that will give a competitor an advantage?

Report anything of concern - if Athletes see any photos or comments that are of concern or an Athlete feels in the course of a conversation that somebody may need help or be in danger, report it to the Team Leader. If you are receiving constant negative attention from an individual, or you see a team mate is receiving constant negative attention (known as trolling) please report this to the Team Manager or Team Leader. Do not engage with them by responding to comments. Screenshot what has been said and block them. If you feel you have been hacked please notify the Team Manager or the Team Leader as soon as possible.

Don't post anything negative - about, including but not limited to, British Swimming, other competitors, countries, organisations or brands or post any links to unsuitable content.

Don't post any gossip or slanderous comments - or share (or re-post/re-tweet) any potential gossip or slanderous comments. Remember that Athletes are an ambassador for the sport.

Remember your rivals may be reading - other competitors may gain confidence if they read any comments Athletes make about poor form in training, feeling tired, upset or low on confidence.

Be careful with the language you use - even suggestions of foul or abusive language by replacing letters with symbols e.g. S&t should be avoided. Similarly don't get into disputes with your audience – avoid responding.

Not everything you delete will completely disappear - it's almost impossible to completely remove information on networking sites even if it is "removed/deleted" from the original source. There is no way of knowing where it may have been reposted or copied. So think before you post. Remember that things you have posted several years ago may also be searchable by the public and the media, which could damage your reputation, jeopardise your place on the team and even lose you sponsors. Social media does not convey tone to strangers, so whilst your friends may know the context of a post, it could be misconstrued by people who do not know you.

Avoid providing any personal information or encouraging a user to do so - this includes refraining from giving out details of hotels, transport times and/or training times.

Be aware of spelling and grammar - while it's good to talk like a normal social and digital media user Athletes should try to use correct spelling and grammar where possible. Most interactions will be with young people so Athletes should look to set a good example.

Do not post whilst driving - this is illegal.

Being part of a team - you will have access to information that the public may not but which may be of interest. This may include performance information, details of behind the scenes meetings or even quotes from an Athlete or coach about an event. Do not post this information as it may be sensitive information.

Privacy Settings

Always review your privacy settings. Choose sites and appropriate settings depending on the content of the posts. Any information that an Athlete posts should be considered public regardless of an Athlete's privacy settings since your postings maybe reposted elsewhere and viewed by people other than the intended audience.

Facebook and Instagram Accounts

Consider creating (or keeping) a "private" account for family and friends and a "public" account for promotion.

Twitter – direct messaging

Learn the difference between a general tweet and a direct message and how to use them appropriately. Be aware that people may not necessarily be who they say they are and that messages you think are private can still be shared publically.

SCHEDULE 7

Personal Sponsorship – Branding Policy

An Athlete may enter into a personal sponsorship agreement. However, the Athlete must adhere to the following guidelines:

- When representing a personal sponsor they must not wear the Team Kit unless the personal sponsor is also a British Swimming Sponsor.
- When at Events the Athlete must wear only the Team Kit and is not permitted to wear items supplied by their personal sponsor subject to (i) the Permitted Exceptions; (ii) as otherwise set out in clause 2.4.1 of Part 1 of Schedule 1; (iii) Schedule 2 clause 2.3; and (iv) British Swimming having provided the Athlete with such Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.
- Their personal sponsor is not entitled to any branding on the Athlete's Team Kit or on their racing suit when competing for a Team/Squad subject to the Permitted Exceptions.
- When participating in any media activity on behalf of a Team/Squad the Athlete may not display any personal sponsor branded products subject to (i) as otherwise set out in clause 2.4.1 of Part 1 of this Schedule; (ii) Schedule 2 clause 2.3; and (iii) British Swimming having provided the Athlete with such Team Kit in accordance with clause 1.2.6 of Schedule 2 or in its absolute discretion.
- When competing in selection events e.g. Olympic trials or participating in domestic or overseas club events as a guest, the Athlete is competing under their club or guest club and can therefore carry branding (including that of their personal sponsors) on their kit – apparel and swimwear provided that such branding is in line with FINA GR 6 Advertising and BL 7, which stipulates the number and size of any brand advertising permitted.

- When participating in private swim clinics, training other than training as part of Events or private appearances for their personal sponsor, Athletes may wear items supplied by their personal sponsor.

“British Swimming Sponsor” means the Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors.

“Events” means in any of the disciplines of the Sport of Swimming (i) any competition meet in which a Team/Squad is competing; and/or (ii) any Team/Squad training camp organised by or otherwise under the jurisdiction of British Swimming; and/or (iii) any personal appearances (including media appearances) or promotional appearances for and on behalf of British Swimming pursuant to the Athlete Agreement and Code of Conduct, in the case of (i), (ii) or (iii) whether in Great Britain or overseas.

“Team Kit” means team kit, training and competition apparel, other items of clothing and accessories as reasonably determined by British Swimming (including for the avoidance of doubt, products of the Official Outfitting Supplier).

“Team/Squad” means any senior or junior team/squad competing and/or training under the name of ‘British Swimming’.

Appendix 1

Procedure for notification and approval of an Athlete's exercise of their right of Freedom of Choice to wear and/or use Specialised Equipment (the "FOC Procedure")

In accordance with the provisions of clause 6.1 of Schedule 1 Part 2 of the Athlete Agreement and Code of Conduct, with regard to an Athlete's freedom of choice in the selection of clothing and/or equipment designated from time to time by the Designating Body (as defined below) as Specialised Equipment (as defined below) British Swimming and the Athlete acknowledge and agree to follow this FOC Procedure which will constitute valid notification by the Athlete and acknowledgment and confirmation of approval by British Swimming of the Athlete's exercise of their right of freedom of choice to Use (as defined below) such Specialised Equipment ("Freedom of Choice").

Any clothing and/or equipment elected by an Athlete exercising Freedom of Choice, and subject to completion of the FOC Procedure, shall be acknowledged by British Swimming and the Athlete as Specialised Equipment and therefore be a Permitted Exception as defined in clause 2.4.1 of Schedule 1 Part 1 of the Agreement. For the avoidance of doubt, Use of Specialised Equipment by an Athlete shall not constitute a breach of the Agreement.

Unless authorised by the relevant National Performance Director from time to time, junior and podium potential (meaning any Athlete not a member of any senior British Swimming Team) shall not be permitted to exercise Freedom of Choice.

Definitions

Unless defined below or elsewhere in this FOC Procedure, defined terms shall have the meaning ascribed to them in the Agreement.

"Designating Body" means the governing body/bodies or association(s) within the Sport of Swimming recognised from time to time as being responsible for designating clothing and/or equipment as Specialised Equipment. The Designating

Bodies at the time of the Agreement are the BOA, FINA and WPS.

“Event(s)” means any swimming competition meet in which a Team/Squad is competing whether in Great Britain or overseas and in associated competition warm up and training activities.

“Swimsuit” means a swimsuit (other than those manufactured or supplied by British Swimming’s Official Outfitting Supplier) to be worn in a swimming competition at any swimming event at which a British Swimming Team is competing and which complies in the fullest extent with the FINA or WPS regulations (including having prior FINA or WPS approval and being listed on the FINA and WPS websites).

“Use” means to use Specialised Equipment in Events as a member of the British Swimming Team and in associated competition warm up and training activities.

“Specialised Equipment” means such clothing and/or equipment (including Swimsuits) acknowledged by the Designating Body from time to time as having a material effect on the performance of athletes, due to the specialised characteristics of the clothing and/or equipment.

Notification and Acknowledgment Procedure

1. As soon as reasonably practicable, but not less than 10 days before any Event is set to take place, the Athlete shall complete the FOC Procedure Form below and submit it to Rachel Burrows (the “Kit and Anti-Doping Manager”) by hand or email to Rachel.Burrows@swimming.org (if by e-mail transmission, unless the sender immediately receives a notice of non-delivery, the email shall be deemed

received at the time of transmission; or if by hand then it will be deemed received at the point of handover).

2. As soon as reasonably practicable, but in any event within 5 days of receiving the FOC Procedure Form, the Kit and Anti-Doping Manager will check and confirm (as appropriate) that the proposed Specialised Equipment is included on the FINA or WPS approved lists of specialised clothing and/or equipment (including the FINA or WPS approved lists of swimwear which can be found on the FINA or WPS websites from time to time), following which the Kit and Anti-Doping Manager shall notify the Athlete in writing, by signing and dating the FOC Procedure Form below, that the Athlete's Freedom of Choice is acknowledged and approved by British Swimming. Should British Swimming not provide such confirmation in writing within 5 days of receiving the FOC Procedure Form then British Swimming is deemed to have provided its approval of the Athlete's Use of the Specialised Equipment as detailed in the FOC Procedure Form submitted in accordance with the FOC Procedure.
3. The Athlete acknowledges that, during Events, officials of British Swimming and/or FINA or WPS may undertake an inspection of the Specialised Equipment to make sure that it has not been modified (save for as is required owing to the Athlete's specific impairments).
4. Any Use of Specialised Equipment approved by British Swimming in accordance with the FOC Procedure shall remain in force until such time as the Athlete and British Swimming agree or unless such Specialised Equipment is no longer designated as such by the Designating Body.

Notice of a Team Member’s exercise of their right of Freedom of Choice to use Specialised Equipment

I, [Name] hereby notify British Swimming of my intention to exercise my right of Freedom of Choice, as defined in Appendix 1 of the British Swimming Athlete Agreement and Code of Conduct [DATE] (the “Agreement”), to use [Athlete to insert details of Specialised Equipment including the name of the manufacturer and any specific product information] at [Athlete to insert details of competition and associated competition warm up and training]. The parties acknowledge and agree that this Notice will continue in the future until such time as it is withdrawn by agreement between British Swimming and me or the Specialised Equipment is no longer designated as such by the Designating Body. This Notice is submitted in accordance with the FOC Procedure detailed in Appendix 1 of the Agreement.

By signing, dating and returning this Notice by hand or by email to [Athlete to insert email address], British Swimming acknowledges my right of Freedom of Choice and approves use of the Specialised Equipment as referred to in this Notice.

Signed	Signed
Team Member	For and on behalf of British Swimming
Date	Date

If the Athlete is under the age of 18 – a Parent/Guardian must sign below: in doing so, the Parent/Guardian agrees to the Athlete being subject to the obligations set out above.

Signature of Parent/Guardian
(for person with parental responsibility)

Print Parent/Guardian Name

Date.....

Relationship to the Athlete _____

Appendix 2

Programme Athlete Agreement

British Swimming is the national governing body within Great Britain for the sport of swimming, being swimming, diving, high diving, water polo, artistic swimming, para-swimming and open water marathon swimming (“Sport of Swimming”), for the development of high performance in the Sport of Swimming, recognised as such by FINA, the BOA/BPA, UK Sport and all other bodies involved in the administration of the sport.

Members of the WCP (defined below) wish to be active competitors in the Sport of Swimming and to access financial and other support which is available through the WCP with the objective of winning medals at the Olympic Games, Paralympic Games and other major international championships and competitions. Those members of the WCP in receipt of any funding or other support shall be referred to as a “Programme Athlete”.

This Appendix clarifies British Swimming’s and the Programme Athlete’s respective responsibilities and obligations.

This Appendix, known as the Programme Athlete Agreement, is agreed between British Swimming and the Programme Athlete, which is designed to enable each Programme Athlete to make the most of their sporting career and for British Swimming to continue to develop the WCP in support of high performance in the Sport of Swimming.

This Appendix forms part of the British Swimming Athlete Agreement and Code of Conduct (the “Agreement”) (and any successor versions). Any rights and obligations expressed in this Appendix are without prejudice to those included in the Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

Words and expressions used in this Appendix shall have the meanings set out below. Words and expressions defined in the Agreement shall have the same meanings in this Appendix (unless expressly stated otherwise).

1.1 In this Appendix, the following words and expressions shall have the following meanings:

- (a) **“Appearance”** means an appearance, promotion, meeting, photo shoot, interview, filming or other event which the Programme Athlete attends in accordance with the terms of the Agreement and this Appendix (including to test and/or use innovative equipment and/or clothing);
- (b) **“BOA”** means the British Olympic Association;
- (c) **“BPA”** means the British Paralympic Association;
- (d) **“British Swimming 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 British Swimming, including information about British Swimming Sponsors and potential future British Swimming sponsors and general market opportunities for the sport, which have come to the knowledge of the Programme Athlete as a result of their membership of the WCP;
 - (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of British Swimming;
 - (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of British Swimming and/or the WCP, including any information relating to the construction and use of specialised equipment and the evaluation of the training loads and

physical responses of Programme Athletes;

- (iv) relating directly or indirectly to the contents of the WCP, the “One Stop Plan” or “Whole Sport Plan” of British Swimming, 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 British Swimming and/or the WCP which is clearly by its nature confidential or which was communicated by British Swimming to the Programme Athlete on the express or implied condition that it would remain confidential between them;
- (e) **“British Team”** means the team which is selected by British Swimming as the national representative team for the Sport of Swimming in any international competition or, in the case of the Games, is nominated by British Swimming and selected to represent Great Britain by the BOA or the BPA;
- (f) **“Confidential Information”** means Programme Athlete Confidential Information (defined below) and/or British Swimming Confidential Information (defined above), as applicable;
- (g) **“Developed IP”** means any new technology or process with regard to any equipment, training or competition analysis, or other matter, which provides (or may provide) a sport performance benefit and this technology or process is discovered or developed at any time during the Membership Period and substantially as a result of the performance of the Programme Athlete’s obligations under this Appendix and/or relating to the WCP;
- (h) **“FINA”** means the Federation Internationale de Natation;
- (i) **“Games”** means the Summer Games;
- (j) **“Home Nation Swimming Associations”** means Swim England, Scottish Swimming or Swim Wales;

- (k) **“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, Programme Athlete Confidential Information, British Swimming 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. Intellectual Property does not include any official website, social media product, service or combination thereof (e.g. blogs, on-line communities, and content distribution or interactive programs, destinations or apps/applications, including (but not limited to) Facebook, Twitter, YouTube, Instagram, Vine and Google), and all other websites and social media products, services or combinations thereof relating to the Programme Athlete in their personal capacity and/or any other capacity not expressly covered in this Appendix where the Programme Athlete directly or indirectly: (i) is involved in the creation or updating of such product, service or combination thereof; and/or (ii) has control over non-user generated content added to such product, service or combination thereof. Nor does Intellectual Property include any photographs of the Programme Athlete not taken in a Team capacity or any content created for and posted on any of the Programme Athlete’s website(s) or social media product;
- (l) **“Membership Period”** means the period of time during which the Programme Athlete is a member of the WCP in accordance with the provisions of this Appendix;
- (m) **“NADO”** means the United Kingdom’s National Anti-Doping Organisation, which carries out in the UK the functions ascribed to such organisations in the World Anti-Doping Code, currently UK Sport via its Drug Free Sport directorate or any successor to it;
- (n) **“Official Outfitting Supplier Products”** means products of the official supplier

of swimwear and apparel as may be awarded by British Swimming and in place from time to time;

- (o) **“Parties”** or **“Party”** means the parties or a party to this Appendix, as the context requires;
- (p) **“Performance Director”** means the national performance director of British Swimming for the discipline in which the Programme Athlete competes from time to time (if any) or their appointed representative or such other person as British Swimming may appoint to perform the functions and responsibilities assigned to the performance director for any discipline;
- (q) **“Personal Coach”** means any coach who is not engaged by British Swimming;
- (r) **“Programme Athlete”** means an athlete agreeing to become a member of the British Swimming World Class Programme who will be in receipt of funding and/or other benefits;
- (s) **“Programme Athlete Confidential Information”** means all and any information and/or data communicated by and/or related to the Programme Athlete pursuant to their membership of the WCP which is clearly by its nature, or reasonably expected by the Programme Athlete to be confidential, including (but not limited to) any and all personal information and/or data about the Programme Athlete, any and all information and/or data concerning the Programme Athlete’s fitness and medical condition (including any reports on the same from any doctor or other physician) and any and all financial information and/or data (other than public information such as Programme grants and funding);
- (t) **“Programme Athlete’s Image”** means the Programme Athlete’s name, nicknames, likeness, image, photograph (but only those taken or to be taken in the Programme Athlete’s discharging of their obligations under the Agreement or this Appendix), signature, autograph, initials, statements, endorsement, facsimile, reputation, story and accomplishments, physical details, voice, film (including computer generated or animated portrayal), and other personal

characteristics and identification of the Programme Athlete, including personal appearances, and any and all intellectual property rights (whether now known or hereafter invented in the course of the Programme Athlete's discharging of their obligations under the Agreement or this Appendix), in each case whether registered or unregistered and including applications for registration;

- (u) **"Summer Games"** means the Olympic and Paralympic Summer Games held once every four years; and references to the Summer Games shall mean the forthcoming Summer Games from time to time, which at the date of this Appendix are due to be held in Tokyo 2020;
- (v) **"Team Kit"** means team kit, training and competition apparel, other items of clothing and accessories as reasonably determined by British Swimming (including, for the avoidance of doubt, Official Outfitting Supplier Products);
- (w) **"Trade Marks"** means the registered trade-marks of British Swimming and those trade-marks which are adopted and used by British Swimming after the date hereof;
- (x) **"UK Sport"** means the United Kingdom Sports Council, incorporated by Royal Charter (registered number RC: 000765), or any successor to it;
- (y) **"WCP and/or Programme"** means the UK Sport funded World Class Performance Programme established to promote high-level competition in the Sport of Swimming with the object of winning medals at the Games and other major international championships and competitions; and
- (z) **"Website"** means the official website of British Swimming from time to time.

1.2 In this Appendix, 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 the "sport" shall mean the Sport of Swimming in all its

various forms and disciplines;

- (c) where any Clause provides for the Programme Athlete's or British Swimming'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 British Swimming withholding consent, it would be reasonable where (amongst other things) in the reasonable opinion of British Swimming the giving of consent would have a material detrimental effect on the performance of the Programme Athlete or on the functioning of the WCP;
- (d) the words "include" and "including" are to be construed without limitation;
- (e) a reference to a particular law or regulation is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and
- (f) unless the context otherwise requires, a reference to one gender shall include a reference to other genders and words in the singular include the plural and in the plural include the singular.

2. STATEMENT OF GENERAL PRINCIPLES

- 2.1 British Swimming and the Programme Athlete recognise that the ultimate goal of everyone involved in the WCP is to win medals for Great Britain at the Games and other designated international competitions.
- 2.2 Unless deemed otherwise by a tribunal or court of appropriate jurisdiction and standing, British Swimming and the Programme Athlete acknowledge that this Appendix is not a contract of employment and the Programme Athlete's agreement to become a member of the WCP and their participation in WCP activities will not create an employment relationship between the Programme Athlete and British Swimming. In the event that this Appendix is deemed to be

a contract of employment and unenforceable then the parties agree to negotiate in good faith with a view to minimising the financial consequences and impact of such decision on the Programme Athlete (as further set out in Clause 6.38).

- 2.3 The Programme Athlete acknowledges that the obligations and duties in relation to their IAP (as defined in Clause 5.1(d)) under Clauses 6.19 to 6.36 which they are accepting under this Appendix, are conducive to their own professional development as a high performance Programme Athlete, and to assist and enable them to win medals at the Games and other designated international competitions.
- 2.4 The Programme Athlete and British Swimming acknowledge that all the obligations and duties which British Swimming is accepting under this Appendix are conducive to the effective management of the WCP.

3. ELIGIBILITY

- 3.1 To be eligible for membership of the WCP, the Programme Athlete must be eligible to compete for Great Britain at the Games and must therefore satisfy the eligibility requirements of the IOC, the IPC, the BOA, the BPA, FINA or WPS (as applicable), including (but not limited to) the criteria set out in Clause 3.3 below. The Programme Athlete must also meet the criteria as set out in UK Sport's Eligibility Policy for Programme Athletes as amended from time to time.

Advice on eligibility requirements can be found in the WCP Athlete Handbook which is available from the Performance Director.

- 3.2 The Programme Athlete is not eligible to be a member of the WCP or receive a financial award or Programme support from British Swimming or UK Sport until British Swimming has received a signed and dated agreement to the terms of this Appendix from the Programme Athlete.
- 3.3 The Programme Athlete shall immediately notify British Swimming should they at any time fail to satisfy any one or more of the criteria set out below:

- (a) the Programme Athlete shall satisfy the terms and conditions of eligibility and selection of the BOA or BPA (as appropriate) to represent Great Britain at the Games;
- (b) the Programme Athlete shall satisfy the terms and conditions of UK Sport's Eligibility Policy;
- (c) the Programme Athlete shall satisfy FINA and WPS eligibility codes with respect to their ability to represent Great Britain;
- (d) the Programme Athlete shall hold a current British passport;
- (e) the Programme Athlete must be a member of one of the Home Nation Swimming Associations and must remain so during the Membership Period; and
- (f) the Programme Athlete must not be serving a ban from competition as a result of being found guilty of a doping offence or be in receipt of a lifetime funding ban from UK Sport.

4. TERM

The Membership Period shall be for the period that the individual is a Programme Athlete but may be terminated in accordance with the provisions of Clause 10.

5. BRITISH SWIMMING'S RESPONSIBILITIES

- 5.1 Without prejudice to Schedule 2 Clauses 1 and 2 of the Agreement, subject to the continued financial support of UK Sport (in amounts sufficient to enable the delivery of the services referred to in this Clause), British Swimming agrees that it shall support, consult (where possible) and develop (where possible) Programme Athletes and agrees, notwithstanding the generality thereof:

- (a) to manage and operate the WCP for (all or part only of) the Sport of Swimming to the best standards achievable within the available funding with a view to implementing the standards recommended by UK Sport as best practice as these apply from time to time;
- (b) to provide the Programme Athlete with the Induction to British Swimming and into the WCP referred to in Clause 5.1(c);
- (c) induct the Programme Athlete into British Swimming and into the WCP, how the performance system works, the culture and behaviours that the WCP operates in, and the implications of being an elite athlete including but not limited to developing an IAP (as defined below) and Exit Plan (as defined in Clause 6.6.9 of this Appendix) (such IAP and Exit Plan including transition on to and exit from the WCP), selection and de-selection (including appeals) and corresponding Athlete Performance Award matrix, representation, diversity, inclusion, safeguarding, whistleblowing, grievance and complaint procedures, anti-doping, training and competition scheduling, how British Swimming handles personal data and who it is shared with, health management (including mental health) and injury management. The induction shall include (i) an introduction to UK Sport in respect of how its funding into WCP works; and (ii) British Swimming providing introductions to and contact details of the following key individuals: applicable Performance Management Staff and Medical and Scientific Support Staff, British Swimming Athlete Representative and Athlete Representative Group (or equivalent), Performance Lifestyle Advisor, welfare/safeguarding officer and anti-doping officer;
- (d) to consult closely with the Programme Athlete as part of their induction to the WCP (and, for Programme Athletes already established on the WCP, at periodic intervals thereafter) to develop an integrated performance plan incorporating individual training, competition, education and personal development needs (including time to attend education lessons, career and development events, courses and training), health (including mental welfare) and injury development of the

Programme Athlete which is progressive and identifies and agrees the Programme Athlete's personal performance, education, development goals, support service requirements and performance targets ("the Individual Athlete Plan" or "IAP");

- (e) to work together with the Programme Athlete to plan, monitor and review their IAP on an ongoing basis to ensure that personal targets are set and the Programme Athlete continues to progress towards them. The Programme Athlete's performance level will be reviewed on a regular basis, being a minimum of at least once every 6 months;
- (f) to notify the Programme Athlete of British Swimming requirements and standards of training and performance relating to the WCP as may be amended from time to time;
- (g) to provide education and awareness sessions on the topics covered within the Programme Athlete's induction (including signposting for the Athletes to receive any advice, guidance, support and resource that the Athletes may wish in addition to these education and awareness sessions) and in the case of anti-doping in person at least once in every two year period by a UKAD trained and accredited educator or a UKAD national trainer;
- (h) to provide a package of support and benefits to the members of the WCP during their respective Membership Periods as set out below. Listed at (i) to (ix) below are those general benefits currently available to Programme Athletes (note that the APA listed at (ix) is provided by UK Sport not British Swimming). The services are designed to support the Programme Athlete in delivering the personal performance and development goals agreed in the Programme Athlete's IAP referred to at Clause 5.1(d) above so, therefore, the level or amount by which each Programme Athlete is entitled to enjoy any of the benefits is determined on a case by case basis (but at the very least will include those mandatory benefits listed at Schedule 2 Clauses 1 and 2 of the Agreement):

- (i) Training, Competition and Personal Development Planning & Review;
- (ii) Coaching Support;
- (iii) Sports Science Support;
- (iv) Medical Services;
- (v) Lifestyle Management and Personal Development Support (“Performance Lifestyle”);
- (vi) Travel & Accommodation expenses at designated training camps & competitions;
- (vii) WCP Information & Advice;
- (viii) BOA/BPA Passport Scheme; and
- (ix) Athlete Personal Award funding (provided by UK Sport under the terms of an APA Funding Agreement).

British Swimming and/or UK Sport are entitled, in their discretion (subject to British Swimming complying with all obligations imposed on it by UK Sport in respect of the Athletes), to amend the above list of benefits so that some or all of them may not be available to the Programme Athlete under the WCP at any time but will only do so after consultation with the Programme Athlete or, if the Programme Athlete has nominated one, the Programme Athlete representative (or equivalent) and taking into account the impact on the Programme Athlete. If the Programme Athlete is under 18, an Adult at Risk or lacks legal capacity to make their own decisions and/or has a Personal Coach, British Swimming will include the Programme Athlete’s parent/legal guardian/carer and/or Personal Coach in all discussions between British Swimming and the Programme Athlete concerning this matter.

- (i) to allow each Programme Athlete the right to participate in the annual Culture Health Check Survey by UK Sport (or equivalent) and the AIMS Survey (or equivalent); and
- (j) to provide each Programme Athlete with public relations and media advice and training as reasonably determined by British Swimming.

- 5.2 If the Programme Athlete is under the age of 18, or if British Swimming is aware the Programme Athlete is an Adult at Risk or lacks the legal capacity to make their own decisions then British Swimming will take out an appropriate assessment (including risk assessment) of the Programme Athlete's needs whilst on the WCP and ensure there is a safeguarding lead to support their needs.
- 5.3 British Swimming has entered into an obligation with UK Sport as part of their overall funding arrangements to obtain adequate insurance cover with reputable insurers in respect of third party/public/employee/legal expense/occupier's liability in connection with any activities carried out, and/or any facilities used as part of the WCP. UK Sport through the Athlete Medical Scheme provides insurance cover for treatment of injury and illness whilst the Programme Athlete is on the WCP. UK Sport will maintain this insurance policy throughout the Programme Athlete's Membership Period. Further information about the scheme is available on UK Sport's portal for athletes 'Athlete Zone' and/or available from the Performance Director.
- 5.4 Subject to any limitations on British Swimming funding, it will provide Team Kit as British Swimming shall reasonably consider is required by the Programme Athlete in order to perform as an elite Programme Athlete in the sport.
- 5.5 British Swimming will provide such information and instructions as the Programme Athlete may reasonably require to enable them to perform their obligations under this Appendix, and to publish written policies and procedures including (and new versions when amended):
- (i) WCP Eligibility Requirements;
 - (ii) WCP Competition and Training Schedules;
 - (iii) Selection, De-Selection & Appeals Procedures for the WCP;
 - (iv) Selection, De-Selection & Appeals Procedures for British Teams;
 - (v) WCP Code of Conduct;
 - (vi) WCP Grievance and Disciplinary Rules and Procedures;
 - (vii) Anti-Doping Rules;
 - (viii) WCP Funding and Support Services Guidelines;

- (ix) WCP Sponsorship Guidelines;
- (x) WCP Injury and Health Management Guidelines;
- (xi) Competition Rules and Regulations;
- (xii) World Class Swimming Programmes Podium Programme Athlete Personal Awards Policy;
- (xiii) Funding Appeals Review Procedures for the WCP;
- (xiv) UK Sport Eligibility Policy;
- (xv) FINA and WPS Eligibility Policies/Codes;
- (xvi) Betting and Integrity Regulations;
- (xvii) Social and Digital Media Policy;
- (xviii) Safeguarding Policy;
- (xix) Equality & Diversity Policy;
- (xx) Data Protection and Privacy Policies;
- (xxi) Judicial Code;
- (xxii) Policy for Exercising Right of Freedom of Choice to Wear and/or Use Specialised Equipment;
- (xxiii) Whistleblowing Policy;
- (xxiv) Athlete Privacy Policy; and
- (xxv) Liaison Procedure Policy.

A current copy of each of the documents referred to at (i) to (xxiv) above shall be included in the WCP Athlete Handbook and published on the Website. If the Programme Athlete requires clarification or further advice then they can consult the British Swimming Athlete Representative or Athlete Representative Group (or equivalent).

5.6 Notwithstanding Clause 5.3, British Swimming will provide for all Programme Athletes the right to costs of emergency medical and surgical treatment whilst on the WCP including the right to such costs and cost of travel and other expenses associated with injury and/or illness whilst competing in a British Swimming designated competition and participating in a British Swimming designated training camp.

5.7 If the Programme Athlete is a Para-Athlete then British Swimming will:

- 5.7.1 use reasonable endeavours to ensure access to a classification process;
 - 5.7.2 ensure the Para-Athlete has reasonable dedicated classification support;
and
 - 5.7.3 work with the Para-Athlete and any guides to develop, as far as possible individualised plans linked to the Programme Athlete's IAP.
- 5.8 British Swimming will ensure that the Performance Director or some other appropriate member of the WCP staff is available at reasonable times to receive and consider any requests for advice and information, reports, applications or other matters. If at a British Swimming designated training camp or British Swimming designated competition, the other appropriate member of WCP staff must be someone who is one or ideally two levels higher than the Programme Athlete's manager where the Programme Athlete wishes to raise a problem concerning that manager.
- 5.9 British Swimming will ensure there is a visible process through which the Programme Athlete's views along with the views of other Athletes can be made to British Swimming management staff including the Chief Executive and applicable Performance Management Staff.
- 5.10 British Swimming will ensure that the Programme Athlete has access to a Performance Lifestyle Advisor, Athlete Representative and Athlete Representative Group (or equivalent) for Programme Athletes to discuss in confidence any concerns, needs and issues that Programme Athletes may have including but not limited to developing an Exit Plan.
- 5.11 As soon as reasonably practicable British Swimming will provide the Programme Athlete with updates detailing relevant changes in the WCP or in the organisation of British Swimming.
- 5.12 Further, British Swimming agrees:

- (a) to manage its relationship with the Programme Athlete in a manner that develops openness, honesty, mutual trust and respect and with full commitment to the principles of equality, diversity and inclusion, and ensure the highest professional and ethical standards from all staff;
- (b) to manage and govern all aspects of the WCP in a manner that constitutes good governance and best practice and to the standards recommended by UK Sport. This involves ensuring that British Swimming's sports policies and procedures are regularly reviewed and if necessary enhanced to comply with current good practice;
- (c) to abide by all the sports policies and procedures adopted by British Swimming and recommended by UK Sport;
- (d) to actively encourage and support negotiation with the Programme Athlete in policy and Programme development applicable to the Programme Athlete and to ensure timely communication of any revisions with each Programme Athlete;
- (e) not to make any public statement (whether made as part of a formal interview or not) which is detrimental to the reputation of the Programme 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 Appendix shall not be prohibited by this Clause. This Clause will not limit or restrict British Swimming's reporting obligations to UK Sport;
- (f) if a Programme Athlete comes off the WCP because of permanent incapacity, de-selection (performance) or retirement then, where reasonable and practicable, British Swimming will assist and support the Programme Athlete in the delivery of their Exit Plan. Where the Programme Athlete comes off the WCP because of their conduct (such as a doping rule violation) then, where reasonable and practicable, British Swimming will help the Programme Athlete with any training, education, awareness or recovery programmes that the Programme Athlete is

undertaking with a view to returning to participate in the Sport of Swimming. However, in both cases, the Programme Athlete's Performance Lifestyle Advisor will continue to be available to the Programme Athlete for 6 months starting from the date that the Programme Athlete leaves the WCP and following receipt by the Programme Athlete of written confirmation from British Swimming of the Programme Athlete's exit from the WCP;

- (g) where the Programme Athlete is under the age of 18 British Swimming shall include their parent(s)/guardian(s)/carer(s) in the induction and training sessions set out in this Appendix;
- (h) where the Programme Athlete is an Adult at Risk or lacks capacity to make decisions for themselves then British Swimming shall include their parent(s)/legal guardian(s)/carer(s) in the induction and training sessions set out in this Appendix; and
- (i) where the Programme Athlete is being coached by an appropriately qualified Personal Coach British Swimming shall include the Athlete's Personal Coach in the induction and training sessions set out in this Appendix. British Swimming will also ensure that its officers, staff and coaches use their reasonable endeavours to work with the Programme Athlete and appropriately qualified Personal Coaches to further the interests of the Programme Athlete and discharge British Swimming's duty of care to the Programme Athlete.

6. PROGRAMME ATHLETE'S RESPONSIBILITIES

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

Individual Athlete Plan

- 6.2 The Programme Athlete will develop and agree an IAP as defined in Clause 5.1(d) in close consultation with the Performance Director (or such person

nominated by them). This will include any designated WCP activities. At the time of making the plan, the Programme Athlete shall inform and agree with British Swimming any non-WCP commitments, including holiday, which might involve the Programme Athlete being absent from WCP activities.

- 6.3 The Programme Athlete agrees to follow their IAP as defined in Clause 5.1(d) to the best of their abilities and to seek the prior consent of the Performance Director for any change in the plan or support service arrangements and/or for any other change or decision that may affect their full participation in the WCP.
- 6.4 Where the Programme Athlete engages the services of a Personal Coach the Programme Athlete agrees that they will use reasonable efforts to ensure that the Personal Coach complies with the obligations undertaken by the Programme Athlete under this Clause 6 and, further, that the Personal Coach uses their best endeavours to work with the Performance Director to further the interests of the WCP as a whole as well as the interests of the Programme Athlete.
- 6.5 The Programme Athlete understands and agrees that selection for international competitions shall be conducted in accordance with British Swimming selection policies and procedures.
- 6.6 The Programme Athlete agrees:
 - 6.6.1 to maintain a training log as required by British Swimming and to submit training reports as reasonably required by the Performance Director;
 - 6.6.2 to attend and participate in British Swimming designated training camps to train and prepare for British Swimming designated international competitions with the British Team as and when required by the Programme Athlete's IAP. Attendance at the British Team designated training camps is compulsory subject to advice from Medical and Scientific Support Staff or unless otherwise agreed with the Performance Director;

- 6.6.3 to enter into, attend and participate in the competitions identified in the Programme Athlete's IAP for which the Programme Athlete is selected. The Programme Athlete agrees not to enter any competitions other than those in the Programme Athlete's IAP unless the Programme Athlete uses its best endeavours to provide reasonable notice to the Performance Director seeking the Performance Director's express permission to enter into, attend and participate in a non IAP listed competition. The Performance Director shall act reasonably in the circumstances when deciding whether to grant express permission and the Programme Athlete may contact the Athlete Representative in accordance with the Liaison Procedure if the Programme Athlete does not agree with Performance Director's decision;
- 6.6.4 to perform to the best of the Programme Athlete's skill and ability at all times at any competition;
- 6.6.5 to keep British Swimming informed of any change of circumstances that may affect the Programme Athlete's ability to train or compete;
- 6.6.6 to attend, and when the Programme Athlete is under 18, an Adult at Risk or lacks the legal capacity to make decisions for themselves, and/or has a Personal Coach, ensure that a parent/legal guardian/carer and Personal Coach attend the Programme Athlete's induction session as referenced under Clause 5.1.(c) above and follow-up education and awareness sessions;
- 6.6.7 to, in every two year period, attend in person and participate in anti-doping education and awareness sessions run or organised by either British Swimming or UKAD and shall ensure, where the Programme Athlete is under 18, an Adult at Risk or lacks capacity to make decisions for themselves, and/or has a Personal Coach, that a parent/legal guardian/carer and Personal Coach attend such education and awareness sessions;

- 6.6.8 to keep British Swimming informed of any changes to the Programme Athlete's personal circumstances or private commitments such as a change of permanent residential address, periods when the Programme Athlete is outside the country training or competing, any temporary overseas address, holidays, birthdays, wedding, dealing with emergencies (such as burglary, theft of personal items, childcare issues, family bereavement) etc.;
- 6.6.9 to develop a plan which identifies goals, personal development about the Programme Athlete's life and career after being an athlete ("the Exit Plan"). It is the Programme Athlete's responsibility to develop the Exit Plan. British Swimming will assist and support the Programme Athlete in the Exit Plan's delivery where it is reasonable and practical to do so under Clause 5.11(f) above. It is in the Programme Athlete's own interest to attend any seminars, training courses etc., being run by the British Swimming Athlete Representative or Athlete Representative Group (or equivalent), Performance Lifestyle Advisor or British Athletes Commission (or equivalent) regarding such matters. British Swimming will provide the Programme Athlete with the time to attend any seminars, training courses etc., which will be taken into account when developing the Programme Athlete's IAP;
- 6.6.10 to ensure, if the Programme Athlete is under the age of 18, their parent(s)/guardian(s), carer(s) attend induction and training sessions;
- 6.6.11 to ensure if the Programme Athlete is an Adult at Risk or lacks the legal capacity to make their own decisions then the Programme Athlete shall include their parent(s)/legal guardian(s)/carer(s) in the induction and training sessions set out in this Appendix;
- 6.6.12 to ensure if the Programme Athlete is still receiving education, the Programme Athlete shall advise their tutors or teachers on the implications of being an athlete on the WCP and the effect this may have on the Programme Athlete's education; and

6.6.13 to ensure if the Programme Athlete has a Personal Coach, the Programme Athlete's Personal Coach attends induction and training sessions.

Clothing & Equipment

6.7 Subject always to the provisions of the Agreement (including the British Swimming policy for exercising the right of Freedom of Choice to wear and/or use Specialised Equipment), the Programme Athlete agrees to wear and use the designated Team Kit as reasonably required by British Swimming when performing their obligations that arise out of this Appendix.

6.8 The Programme Athlete acknowledges that Team Kit supplied to the Programme Athlete by British Swimming in connection with WCP activities is owned by British Swimming and is not the personal property of the Programme Athlete. Unless otherwise agreed (or permitted within this Appendix or the Agreement) by British Swimming the Programme Athlete shall, within a reasonable time, return to British Swimming all Team Kit either upon the termination of this Appendix or earlier at British Swimming's request.

6.9 Unless permitted to do so under any other provision of this Appendix or otherwise in the Agreement, the Programme Athlete agrees not to alter or amend the Team Kit and not to conceal or interfere with any supplier/sponsor logo or advertising material that has been applied to it. The Programme Athlete agrees to take reasonable care of and not to cause any damage to the Team Kit.

6.10 In accordance with Schedule 1 Part 1 of the Agreement, the Programme Athlete agrees to support, and to use reasonable efforts to obtain the support of any of their Personal Coaches and/or advisers, for any technical or innovative equipment or clothing projects which relate to the improvement of the Programme Athlete's performance carried out from time to time by British Swimming under the WCP. Such support shall be in the form of testing and/or using the equipment (including prototypes), which shall be of the highest quality, as reasonably directed by the Performance Director and the provision of feedback and information as requested by British Swimming. Save as

otherwise agreed between British Swimming and the Programme Athlete (and subject to the provisions of this Appendix and the Agreement) such testing shall not be undertaken during competitions. For the avoidance of doubt, any Appearances required of the Programme Athlete under this Clause shall be counted towards the total number of the Programme Athlete's obligated personal appearance commitments to British Swimming in accordance with Schedule 1 Part 1 Clause 2.4.5 of the Agreement.

Fitness, Injury & Illness

- 6.11 The Programme Athlete agrees to use their best efforts, and to work with the WCP coaches and the Performance Director, to obtain and maintain the highest possible level of health and physical fitness required for consistent training and competition as an elite international competitor.
- 6.12 The Programme Athlete understands that in the high performance sport environment a fully integrated support system involves a range of support staff working together (e.g. doctors, physiotherapists, sports scientists, coaches). This is required not only to provide quality health and injury management support to the Programme Athlete, but also to make assessments about the Programme Athlete's fitness to perform optimally in training and competition. For these purposes the Programme Athlete consents to relevant details from consultations and treatments carried out by the WCP Medical Officer and designated British Swimming physicians (including the results of any test carried out in relation to Clause 6.15) being released to the Performance Director and specified British Swimming support staff. Where the Programme Athlete is under 18, an Adult at Risk or lacks capacity to make decisions for themselves, then British Swimming will ensure that it obtains the appropriate consent from that Programme Athlete's parent/legal guardian/carer, and obtains it in accordance with any British Swimming and/or UK Sport policy in place from time to time.
- 6.13 *[deliberately left blank]*
- 6.14 The Programme Athlete further understands that they may withdraw consent for

the release of medical information at any time by notifying the physician carrying out the consultation and understands that only the notice of its withdrawal will be released to those specified. The refusal to give consent for the release of such details will not affect the Programme Athlete's access to consultations or treatment but it may be considered in relation to selection for the WCP or representative British Teams.

- 6.15 Upon joining the WCP, and at other times as reasonably requested by the Performance Director, the Programme Athlete shall attend interviews and/or sports science and medical tests, examinations and assessments. If the Programme Athlete is under 18, an Adult at Risk or lacks legal capacity to make their own decisions, British Swimming will ensure that the Programme Athlete's parent/legal guardian/carer attends such examinations and assessments.
- 6.16 The Programme Athlete agrees to as soon as is reasonably practicable notify the Performance Director as soon as the Programme Athlete becomes injured or ill during a British Swimming designated training camp or British Swimming designated competition or at other times if the illness or injury interrupts the Programme Athlete's training for three or more consecutive days.
- 6.17 The Programme Athlete agrees as soon as is reasonably practicable to notify the Performance Director as soon as the Programme Athlete suspects or realises that they are likely to or will be absent from any British Swimming designated training camps or British Swimming designated competitions due to injury or illness. Such notification shall (if required by the Performance Director) include a written explanation from the Programme Athlete, together with copies of any medical report(s) dealing with the injury or illness which the Programme Athlete may have obtained.
- 6.18 The Programme Athlete understands and accepts that their sport carries a risk of physical injury and the Programme Athlete agrees to take all reasonable care to avoid causing harm to themselves and others.

World Class Conduct (Standards of Behaviour & Attitude)

6.19 The Programme Athlete recognises that, as an elite competitor within the WCP, their behaviour will reflect on British Swimming and their sport. Accordingly, the Programme Athlete agrees to conduct themselves in a proper manner at all times while participating in WCP activities. Further, the Programme Athlete agrees that for the duration of the Membership Period in respect of WCP activities and/or duties they will (subject to the terms of this Appendix and the Agreement):

- (a) make a positive commitment to supporting and achieving the aims and objectives of the WCP;
- (b) accept and abide by all the sports policies and procedures currently adopted in relation to membership of British Swimming and the WCP, including this Appendix;
- (c) conduct themselves 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 British Swimming, their sport, UK Sport (including the National Lottery) or the Programme Athlete into disrepute;
- (d) project a favourable and positive image of their sport and the public lottery/WCP by adopting high standards of behaviour and appropriate dress standards when carrying out duties in relation to the WCP;
- (e) behave reasonably and in a manner that shows proper respect for other athletes and colleagues in their sport and other athletes in any other sport when training, competing or residing in a multi-sport environment (such as in the Programme Athletes' Village at the Games);
- (f) refrain from the excessive consumption of alcohol and refrain from the consumption of any alcohol during all major championship and international events, except with the express prior permission of the Performance Director, subject to the Programme Athlete being at least 18

years of age or greater in order to adhere to applicable laws in the country that the British Team is based at the relevant time;

- (g) not commit any act that might objectively shock or offend the community or which manifests contempt or disregard for public morals and decency;
- (h) keep British Swimming informed of any change of circumstances that may affect the Programme Athlete's ability to train or compete to the high standards required by this Appendix; and
- (i) keep British Swimming informed of any changes to the Programme Athlete's personal circumstances, such as any change of permanent residential address and, in respect of periods when the Programme Athlete is outside the country training or competing, any temporary overseas address.

Anti-Doping

6.20 The Programme Athlete hereby acknowledges that their right to receive the benefits specified in this Appendix is conditional on the Programme Athlete remaining fully compliant with all applicable anti-doping rules (including the anti-doping rules of British Swimming, of the international federation of which British Swimming is a member, and of the organiser of any event in which the Programme Athlete participates) throughout the term of the Appendix (together, the "Anti-Doping Rules"). It is the Programme Athlete's personal responsibility, which they cannot delegate to anyone else, to ensure such compliance.

6.21 The Programme Athlete further agrees not to risk bringing themselves or their sport or British Swimming and/or UK Sport funding or otherwise supporting them, into disrepute by (a) being involved in any criminal offence involving drugs; or (b) accepting any assistance in their training or competition or having any other professional involvement with any coach or other support personnel, who, in the reasonable opinion of British Swimming, UK Sport or the NADO has a poor

anti-doping record. British Swimming and UK Sport will notify the Programme Athlete of any such coach or other support personnel of whom they are aware.

6.22 If one of the following happens:

- (i) during or after the term of this Appendix, the Programme Athlete is found to have committed (before or during the term of this Appendix) a criminal offence involving drugs, or an anti-doping rule violation under the Anti-Doping Rules; or
- (ii) the Programme Athlete accepts assistance in their training or competition or has some other professional involvement with a coach or other support personnel, who, in the reasonable opinion of British Swimming, UK Sport or the NADO, has a poor anti-doping record, and fails to end that assistance or involvement within 28 days of receipt of notice by British Swimming, UK Sport or the NADO (as applicable) to do so;

then the party providing the Programme Athlete with the benefits specified in this Appendix (which may be British Swimming and/or UK Sport) will have the following rights, which it may exercise, cumulatively or otherwise, as it in its reasonable discretion sees fit (but without prejudice to any rights of appeal that the Programme Athlete may have under this Appendix, the Agreement or otherwise and/or any other membership and/or eligibility agreement with the party terminating this Appendix or any other rights to receive benefits or support):

- (a) the right to suspend or terminate this Appendix and/or any Programme Athlete Personal Award with immediate effect, so that the Programme Athlete no longer has the right to receive any further benefits or support (including, without limitation, WCP services) under this Appendix/Award;
- (b) the right to retain any benefits and other support withheld from the Programme Athlete in accordance with Clause 6.23, below;

- (c) the right to repayment by the Programme Athlete of all or part of any cash benefits paid to the Programme Athlete, directly or via British Swimming, during the period of non-compliance with the Anti-Doping Rules or breach of Clause 6.20;
- (d) the right to payment by the Programme Athlete of the value of any other benefits or services provided to the Programme Athlete during the period of non-compliance with the Anti-Doping Rules or breach of Clause 6.20; and
- (e) the right to recover damages from the Programme Athlete to compensate for losses flowing from their non-compliance/breach that are not compensated by the payments contemplated under sub-clauses (c) and/or (d) above.

6.23 Where the Programme Athlete is charged with a criminal offence involving drugs, or it is determined by an appropriate and competent independent body that the Programme Athlete has a case to answer for breach of the Anti-Doping Rules, they shall immediately advise British Swimming and UK Sport as a provider of benefits to them under this Appendix or under a Programme Athlete Personal Award (or equivalent), and British Swimming and/or UK Sport shall have the right to withhold from that point the provision to the Programme Athlete of any further benefits or support (including, without limitation, any WCP support services) pending final determination of the case (including any appeals). If it is finally determined that the Programme Athlete has not committed the offence/violation charged then any withheld benefits shall be remitted to the Programme Athlete as soon as possible (without payment of interest or other compensation for delayed payment) and the contracted benefits and support shall be reinstated without delay.

Use of Programme Athlete's Image and Promotional Work

6.24 The Programme Athlete agrees to (i) grant a number of rights in relation to the use of their Image; and (ii) carry out certain promotion services as provided in Clauses 6.25 to 6.36 inclusive below.

Use of the Programme Athlete's Image

- 6.25 Without prejudice to the provisions of the Agreement (including for the avoidance of doubt Clauses 2.4.4 and 2.4.5 of Schedule 1 Part 1) and subject to Clauses 6.26–6.27 inclusive, the Programme Athlete agrees to allow British Swimming and UK Sport use of the Programme Athlete's Image during the Membership Period. No use is permitted under this Clause 6.25 whatsoever by any party if such use would be detrimental to the reputation of the Programme Athlete or otherwise derogatory or offensive.
- 6.26 For the purposes of Clause 6.25 (and subject to any other commercial agreements entered into with the Programme Athlete), British Swimming and UK Sport will only be entitled to make use of the Programme Athlete's Image in connection with the promotion, publicity or explanation of (including of the functions and benefits of) the WCP and the National Lottery (including UK Sport's function as distributor of Lottery Funds). British Swimming and UK Sport will also be entitled to use the Programme Athlete's Image for archive and historical record purposes after the termination of this Appendix (but always in accordance with the terms of this Appendix and the Agreement).
- 6.27 For the purposes of Clause 6.25 (and subject to any other commercial agreements entered into by the Programme Athlete), British Swimming shall, for the avoidance of doubt, ensure that whenever it uses a Programme Athlete's image or requires a Programme Athlete to provide promotional services it shall comply with the relevant provisions of the Agreement.
- 6.28 *[deliberately left blank]*

Appearances

- 6.29 Without prejudice to the obligations of the Programme Athlete contained in the Agreement, the Programme Athlete agrees to engage in a maximum of three full days of Appearances at locations and times to be reasonably agreed with the Programme Athlete in any year of the Membership Period, to be allocated, as

determined by UK Sport, between the promotion of National Lottery and the UK Sport WCP, provided that in any event the Programme Athlete is given reasonable notice of not less than 21 days of such Appearances. This obligation shall apply to the whole of any year in which the Programme Athlete was a member of the WCP, even where their membership has terminated at some point during the year.

- 6.30 Attendance at an Appearance in relation to the National Lottery and the UK Sport WCP shall be calculated as a full day unit. For the avoidance of doubt, an Appearance shall be calculated in half-day units (which shall include travelling time) of not more than four hours each provided that where an Appearance is for more than four hours it shall constitute one full day. No Appearance shall be in excess of eight hours unless otherwise agreed with the Programme Athlete. The Programme Athlete shall make these Appearances where reasonably requested to do so by British Swimming or by UK Sport and shall wear branded clothing of the British Team when requested, except when to do so would clearly conflict with or otherwise impair the performance of their other obligations under this Appendix or the Agreement, in particular as to training, competition and anti-doping commitments set out under Clauses 6.2–6.6 inclusive and 6.20–6.23 inclusive. For the avoidance of doubt an Appearance day may be used to create the Programme Athlete’s Image.
- 6.31 Where attendance at an Appearance reasonably requires travel by the Programme Athlete, any time directly incurred by the Programme Athlete in travelling to or from the Appearance shall be included in determining the Programme Athlete’s total attendance at the Appearance for the purpose of Clause 6.30.
- 6.32 The National Lottery or UK Sport shall pay or promptly reimburse (subject to the Programme Athlete providing satisfactory receipts or invoices) the Programme Athlete’s reasonable travel and other expenses incurred in fulfilling an Appearance for the National Lottery or WCP respectively under Clause 6.29 in line with any policy the National Lottery or UK Sport may have on expenses from time to time.

General Media

- 6.33 The Programme Athlete consents to their performance being filmed and recorded by or on behalf of British Swimming whilst the Programme Athlete is training, competing or otherwise carrying out any activity as part of the British Team or as a member of the WCP. The Programme Athlete expressly agrees that these films and all rights therein will be the property of British Swimming and may be used by British Swimming only for training and coaching purposes and/or purposes consistent with those laid out in respect of British Swimming in Clause 6.26 above (and must be in accordance with the Agreement).
- 6.34 The Programme Athlete agrees to obtain the prior written consent, such consent not to be unreasonably withheld, of the Performance Director before entering into any agreements which would involve the Programme Athlete working in any media capacity whatsoever during the periods of 21 days leading up to, during or 21 days after a major competition, whether as a print journalist, on the radio or television or by providing exclusive interviews or diaries or columns.
- 6.35 The Programme Athlete agrees not to make any unjustifiable public statement (whether made as part of a formal interview or not) which is derogatory of British Swimming, the WCP or UK Sport, nor to make any public statement which constitutes a “personal attack” upon another sporting competitor. Fair comment upon British Swimming or a fellow competitor made without the use of offensive language is permitted where the substance of the comment is known (or can be shown) to be true and will not constitute a “personal attack” for the purpose of this Appendix. At an event or competition (including any organised WCP event) the Programme Athlete shall attend any British Team press interview which is reasonably required before engaging in any activity in support of a personal commercial partner or sponsor.
- 6.36 During the periods of 21 days leading up to, during or 21 days after a major competition, the Programme Athlete agrees to give prior notification to the Performance Director before engaging in or undertaking any media or press activity designed to (or having the effect of) promoting a personal sponsor of the Programme Athlete.

Financial

- 6.37 Pursuant to Clause 2.2 the Programme Athlete accepts sole responsibility for managing their personal financial and tax affairs, including the payment of any tax which might arise on the funding made available to the Programme Athlete as part of the WCP and/or the provision by UK Sport of the Programme Athlete Personal Award.
- 6.38 The Programme Athlete acknowledges that neither British Swimming nor UK Sport have made any deduction from any amounts awarded to the Programme Athlete in respect of income tax or national insurance contributions. The Programme Athlete may be liable to pay income tax and national insurance on such funding in accordance with current tax legislation, and in particular depending on whether or not the Programme Athlete is deemed to be a “professional” athlete. For these purposes, “professional” is not the same as “full time” and will depend on whether there is an identifiable business being conducted by the Programme Athlete through their sport. UK Sport has taken advice on this subject and information is available from them should the Programme Athlete require it.
- 6.39 The Programme Athlete hereby agrees to pay to British Swimming an amount equal to the amount of any payments which British Swimming may be obliged to make and does actually make in respect of income tax and/or national insurance arising out of the payment of grants, or the provision of services and other benefits, to the Programme Athlete. This Clause 6.39 will not apply where the obligation to make a payment arises as a result of some fault of British Swimming, including a misinterpretation of the applicable taxation rules (to the extent such fault is alleged by the Programme Athlete and disputed by British Swimming then British Swimming will commission at its own expense a written report/opinion from an independent expert with the relevant expertise to determine British Swimming’s fault and, if so, to what extent). British Swimming agrees prior to making any claim under this indemnity to consult in good faith with the Programme Athlete (or the Programme Athlete’s adviser provided that the Programme Athlete shall be liable for the costs of such

adviser) with a view to minimising potential liability and agreeing in good faith a reasonable and appropriate plan for repayment of any sums required in the circumstances and minimising the financial consequences and impact on the Programme Athlete.

6.40 British Swimming agrees to provide the Programme Athlete with access to advice provided to British Swimming by UK Sport covering the “non-professional” status of athletes on the WCP.

7. CONFIDENTIALITY & DATA PROTECTION

Confidentiality

7.1 Without prejudice and in addition to the obligations included in this Appendix and the Agreement, the Parties will maintain the Programme Athlete Confidential Information and British Swimming Confidential Information as confidential at all times (both during and after the termination of this Appendix), and neither Party shall at any time (directly or indirectly) use for itself, or use to the detriment of the other Party or disclose or permit to be disclosed to any person any Confidential Information except:

- (a) to its professional advisers;
- (b) as required by law;
- (c) as is already or becomes public knowledge, otherwise than as a result of a breach by the Party disclosing or using that Confidential Information, of any provision of this Appendix;
- (d) as authorised in writing by the other Party; or
- (e) to the extent reasonably required by this Appendix.

Return of Records

7.2 When requested by the other Party in writing, each Party will as soon as reasonably possible return to that other Party all records previously exchanged (of whatever type) containing any Confidential Information which is then in its possession or under its control.

Data Protection

Personal Data shall have the same meaning as in the Data Protection Laws (as defined below).

- 7.3 The Programme Athlete agrees that British Swimming may process the Programme Athlete's Personal Data under the terms of this Appendix and the Agreement (including the terms of the Athlete Privacy Notice). UK Sport has developed a Data Protection Protocol which sets out how a Programme Athlete's Personal Data is used and shared in providing them with support whilst being on the WCP.
- 7.4 Where the Programme Athlete has an injury or illness British Swimming understands that details from consultations and treatments carried out by the Programme Athlete's doctor, medical officer, physician etc. (including where the Programme Athlete has any tests carried out in accordance with this Appendix) are subject to patient confidentiality and cannot be released by Performance Management Staff without the Programme Athlete's written permission. The Programme Athlete does not have to give their permission for the release of medical information to British Swimming and the Programme Athlete's refusal to give permission for the release of medical information will not affect access to consultations and treatments but it may be considered as a factor in relation to selection for British Team representations. If the Programme Athlete does give permission British Swimming shall hold this information as Confidential Information in line with Clause 7 and use it in accordance with the Data Protection and Privacy Policy.
- 7.5 British Swimming shall comply with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation (for so long as and to the extent that the law of the European Union has legal effect in the UK); (ii) the General Data

Protection Regulation ((EU) 2016/679); and (iii) any other directly applicable European Union regulation relating to privacy.

8. INTELLECTUAL PROPERTY

Intellectual Property

8.1 British Swimming warrants and the Programme Athlete acknowledges that the Intellectual Property and all rights in, attaching to or relating to its Programmes, events, initiatives and marketing and promotional materials is either owned by British Swimming or that it is a lawful user and that the Programme Athlete will not make use of such Intellectual Property, except where permitted or required to do so in accordance with their obligations under this Appendix. The Programme Athlete agrees that they will not use the Trade Marks of British Swimming or the British Swimming Sponsors in conjunction with any personal commercial arrangements of the Programme Athlete without the prior written approval of British Swimming (which shall not be unreasonably withheld or delayed). For the avoidance of doubt, nothing in this Clause 8.1 shall confer any ownership of Intellectual Property in the Programme Athlete's Image to British Swimming which shall always remain in the ownership of the Programme Athlete.

Developed Intellectual Property

8.2 The Developed IP shall vest in British Swimming unless otherwise agreed by British Swimming and the Programme Athlete in writing to the contrary by present assignment of the future rights, title and interest that they may have in relation to the Developed IP to British Swimming with full title guarantee. The Programme Athlete will enter into and execute documents that British Swimming reasonably requires to perfect its title in the Developed IP. Any costs in connection with such documents shall be borne by British Swimming. For the avoidance of doubt, if the Programme Athlete develops any new technology or process with regard to any equipment, training or competition analysis, or other matter which provides or may provide a sport performance benefit and this technology or process is discovered or developed outside the scope of this

Appendix (including but not limited to as a party to any third party relationship or agreement not prohibited under this Appendix or Agreement and being at times when the Programme Athlete is not participating in Programmes or representing the British Team) then such technology or process will not fall within the definition of the Developed IP provided that no British Swimming or British Swimming Sponsors equipment, products or intellectual property are used. Further, any performance and/or activity information/data digitally collected from the Programme Athlete outside the scope of this Appendix (including without limitation speed, distance, heart rate) shall not fall within the definition of the Developed IP.

9. MANAGING DIFFERENCES

- 9.1 Any disputes or grievances which may arise between the Programme Athlete and British Swimming in relation to this Appendix, the application of any of the ancillary policies and procedures referred to in Clause 5.5 or the Programme Athlete's membership of the WCP shall be dealt with under the procedures set out herein, under the Disciplinary Procedures and Sanctions set out in the Agreement or in British Swimming's Judicial Code.
- 9.2 British Swimming and the Programme Athlete acknowledge the importance of dealing with disputes openly, honestly and fairly as soon as they arise and each of the Parties agrees to notify the other of the full details of any dispute at the earliest possible opportunity.
- 9.3 To the extent a particular dispute is not dealt with under the provisions of the Agreement, Appendix or the Judicial Code, British Swimming agrees to appoint an appropriate person, whether or not employed by British Swimming, to take initial responsibility for the conduct of the dispute. In doing so, British Swimming acknowledges the importance of involving someone who is sufficiently removed from the issues in dispute to take a fair and objective view and British Swimming confirms that it will ensure such person does take a fair and objective view.

10. TERMINATION & SUSPENSION

Termination and Suspension

- 10.1 Continued membership of the Programme Athlete on the WCP will be dependent upon:
- (a) continued funding of the WCP by UK Sport;
 - (b) satisfactory performance by the Programme Athlete; and
 - (c) conformance with the Programme, reporting requirements, policies, procedures and reasonable requests of British Swimming (as set out in the Agreement and/or in this Appendix).
- 10.2 British Swimming 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 a Programme Athlete's membership of the WCP.
- 10.3 Membership of the WCP may be suspended or terminated as a consequence of the disciplinary process properly conducted in accordance with the Disciplinary Procedures and Sanctions and/or the Judicial Code or for performance related reasons. Where suspension or termination relates to the Programme Athlete's performance British Swimming will ensure (as a minimum) that the Programme Athlete is given early warning, and as soon as contemplated by British Swimming, of the possibility of removal from the WCP and information on the steps or results reasonably required of the Programme Athlete by British Swimming which would secure the Programme Athlete's continued membership of the WCP. The Programme Athlete will be given sufficient time and support in accordance with the terms of this Appendix following notification for the necessary improvement to be made (in the case of a performance related decision) and for British Swimming to have time to reasonably make an assessment.
- 10.4 In all cases where membership is terminated, membership will terminate 3

months after the date of the termination notice, and all such decisions will be capable of appeal under the applicable appeals policy of British Swimming including the Judicial Code.

Termination for Cause

10.5 In addition to any other right of termination or remedy conferred on British Swimming under this Appendix or under the Disciplinary Procedures and Sanctions, British Swimming may, at its absolute discretion, terminate or suspend this Appendix and the Programme Athlete's membership of the WCP at any time and with immediate effect by written notice to the Programme Athlete if:

- (a) the Programme Athlete, in accepting membership of the WCP, has made a declaration that is proven to be untrue;
- (b) it is proved that the Programme Athlete has seriously misled UK Sport or British Swimming in applying for any Programme award or lottery award;
- (c) the Programme Athlete is found guilty of (before or during the term of the Appendix) a criminal offence involving drugs, or an anti-doping rule violation under the Anti-Doping Rules; and
- (d) the Programme Athlete has breached Clause 6.19 (World Class Conduct (Standards of Behaviour & Attitude)).

Programme Athlete's Termination of WCP Membership

10.6 The Programme Athlete shall be entitled to terminate their membership of the WCP at any time subject to discussing their intentions with the Performance Director beforehand and thereafter giving written notice to the Performance Director.

- 10.7 Where terminated by the Programme Athlete, this Appendix will cease to apply to the Programme Athlete immediately upon acceptance of termination of their membership of the WCP by British Swimming.

Consequences of Termination

- 10.8 On termination of the Programme Athlete's membership of the WCP for any reason:

- (a) the Programme Athlete shall immediately cease to be a member of the WCP and shall have no further obligations pursuant to this Appendix other than as set out in Clause 10.8(b) and Clause 10.8(c);
- (b) the Programme Athlete shall immediately refund to British Swimming and/or UK Sport (without set-off or deduction) that proportion of any funding/Programme awards which the Programme Athlete is already in receipt of and which is intended by the provider to relate to any period of time running after the date of termination; and
- (c) the Programme Athlete will deliver up to British Swimming or make available for collection (as required by British Swimming) all the property or information which was provided or made available to the Programme Athlete under this Appendix (and in the case of British Swimming Confidential Information destroy or delete the same from any computer or other information storage device).

11. GENERAL

- 11.1 In respect of:

- (a) the waiver of medical confidentiality granted at Clause 6 in favour of any doctor or physician disclosing otherwise confidential information, the Contracts (Rights of Third Parties) Act 1999 will apply in favour of the doctors or other physicians;

- (b) the rights to use the Programme Athlete's Image and the provision of Appearances granted in favour of UK Sport pursuant to Clauses 6.24 to 6.36 inclusive, the Contracts (Rights of Third Parties) Act 1999 will apply in favour of UK Sport (or any of them); and

- (c) rights relating to Anti-Doping matters granted in favour of the NADO at Clauses 6.20 to 6.23 inclusive, the Contracts (Rights of Third Parties) Act 1999 will apply also.