

**IBSA International Officials' Engagement Protocol for Visual Impairment Classifiers**



TO: ..... (the "Official")  
..... (address)  
.....

The International Blind Sports Federation, (IBSA), is the global governing body for several sports for people with visual disabilities.

The individual named herein ("Official") has been appointed as an International Classifier/Educator/Trainer for IBSA and therefore IBSA wishes to confirm the protocol relating to the Official's conduct and obligations, and the commitments that IBSA makes to the Official. These matters concern all officials appointed to serve IBSA and should be viewed as an overview of the general expectations that IBSA has for its officials.

The protocol will be supplemented from time-to-time and event-to-event by more specific and detailed instructions.

The Official has signed below to indicate his or her agreement to the following provisions:

**OFFICIAL'S OBLIGATIONS**

**1. Obligations owed to the Sport**

1.1 The Official is in a 'fiduciary relationship' with IBSA Sports, meaning that the Official owes a duty of absolute good faith to IBSA Sports and must not place any personal, national or other interests before the interests of IBSA Sports.

1.2 The decision making authority for IBSA Sports is set out in IBSA's Constitution and the IBSA Bylaws. For most purposes, decisions regarding the management of IBSA Sports result from collaboration between IBSA's Executive Board and its various sports committees.

1.2 The Official is invited to contribute to the development of IBSA Sports by offering suggestions and recommendations based on the experiences gained working with IBSA Sports either in discussion with members of the Sports Subcommittees, the Medical Committee or any specific contacts on the Executive Board which IBSA may appoint. Whatever the personal views of the Official, however, when carrying out his or her duties the Official agrees to follow the formal Rules, Regulations, policies and codes applicable to the Sport and the direction of the relevant IBSA Sports Subcommittee.

## **2. Obligations under IBSA Code of Ethics and the Classification Code of Ethics**

2.1 IBSA has adopted a Code of Ethics, which is attached as Schedule A to this Agreement. The IBSA Code of Ethics governs the conduct of the Official, which is acknowledged with the Official's signature thereon.

2.2 The Code of Ethics contains general obligations for all members of IBSA and those involved in IBSA and specific obligations in respect of the different functions that are carried out in support of IBSA's various activities, including its function as an International Federation.

2.3 The IPC Classification Code - International Standard for Classifier Certification and Training contains the Classifier Code of Conduct, which Classifiers should read together with the IBSA Code of Ethics.

## **3. Constitutional Documents**

3.1 The Official is expected to be generally aware of the provisions of the IBSA Constitution, IBSA's Bylaws, IBSA's Code of Ethics, IBSA's Harassment Policy and the rules of the Sport for which they are carrying out their duties.

3.2 The provisions of all of the documents referred to in this section are binding on all members of the IBSA Family, including the Official.

3.3 All of these documents may be viewed on IBSA's website at [www.ibsasport.org](http://www.ibsasport.org).

## **4. Official's certification and qualifications**

4.1. The Official agrees that he or she will maintain the required certification and qualifications. In terms of any professional qualifications relevant to the Official's function, the Official will keep IBSA informed of any significant change of status (such as retirement, or professional disciplinary procedure, license revocation, resignation, suspension, etc.).

4.2. An Official's certification as an International Classifier may remain valid after professional retirement, subject to the Official participating in the Visual Impairment Classifier recertification scheme.

4.3. The Official agrees to make good-faith efforts to attend education and training courses that may be organised from time-to-time by the Sport.

## **5. Intellectual Property**

5.1 The Official acknowledges that the terms, IBSA, IBSA World Games and IBSA World Championships used in conjunction with any IBSA governed sport, and other related trademarks are, in fact, intellectual properties of IBSA.

5.2 As a consequence of this acknowledged ownership, the Official agrees to refrain from using these intellectual properties for his or her own purposes, interests or personal gain. In addition, the Official agrees not to append any IBSA term or symbol on any documentation without prior approval by appropriate IBSA officials.

5.3 The copyright in any material that the official creates as part of his or her duties as an official of the Sport will belong to IBSA and the Official hereby confirms the assignment of such copyright to IBSA.

5.4 Under special circumstances, to be defined by IBSA, IBSA may consider compensating an Official for material she or he creates on behalf of IBSA and which IBSA intends to publish for its own use and purposes.

## **6. Uniforms and National Insignia**

6.1 If the Official is issued with a uniform, or items of specific clothing (such as a jacket, t-shirt, 'gillet' style top etc) by the Sport, the Official will wear the uniform etc whenever on duty with IBSA, as directed by the relevant IBSA Sport Subcommittee. When the Official is not actually carrying out an official function and is attending an IBSA event, he or she will generally not wear these items of clothing. Official uniform items are not worn socially during the period of the Games or a major Championships.

6.2 The same general rules will apply were the Official is issued with a uniform etc specifically for an event or competition.

6.3 The Official will not display or promote their national identity through items of clothing, pins, etc., so as not to create an impression of partiality.

## **7. Visas**

7.1 It is the duty of the Official to determine whether she or he requires a visa to travel to the host site for the competition and inform IBSA Sports and the LOC in timely manner. When a visa is required for travel, the LOC then has the responsibility to support the Official in obtaining that visa (e.g. with an invitational letter), and to reimburse the costs for this visa to the Official.

## **OFFICIAL'S RIGHTS**

### **8. Expenses**

8.1 The Official will be entitled to recover expenses properly incurred in carrying out his or her duties, upon prior approval by the IBSA Sports Subcommittee or IBSA's Executive Board as required and according the IBSA Expenses Policy.

## **9. Responsibilities of IBSA**

9.1 IBSA undertakes to the Official, whether by direct delivery or by procurement, as follows:

- a. Support: IBSA will provide the Official with appropriate support and periodic training to help the Official fulfil his or her duties to the Sport.
- b. Insurance: IBSA will ensure that appropriate insurance is provided for the Official depending on the Official's role and the possible risks that may arise. Should insurance matters arise, the Official must make contact with IBSA as soon as possible. More details on insurance Policies are available upon request by emailing [secgen@ibsasport.org](mailto:secgen@ibsasport.org).
- c. Medical: IBSA will ensure that appropriate emergency medical services will be available to the Official when representing IBSA Sports at events. This will generally consist of first aid cover at the event itself (within competition venues) plus transport to a suitable medical facility located close to the competition and accommodation venues, as would be the case for athletes participating in the event. The IBSA insurance will cover the costs involved with medical emergencies while on-duty with IBSA and repatriation if the Official is unable to return via the scheduled option.
- d. Transport: The LOC will ensure that appropriate transport options are available for the Official from the airport or other point of entry within the country that is hosting an event at which the Official is participating to the competition venues and accommodation, and between competition venues and the Official's accommodation. The Official will be entitled to reimbursement of the reasonable costs of transport from his home or other start destination to the airport or other point of embarkation to an event.
- e. Accommodation: IBSA will ensure that suitable accommodation is provided for the Official during the required period of attendance at events.
- f. Per Diem: If appropriate, and subject to availability, IBSA will ensure that the Official is provided with a per diem to cover all incidental 'out of pocket' costs associated with the required time spent at the event.
- g. Meals: When representing IBSA at events, the Official will be provided with breakfast, lunch and dinner at the cost of IBSA or the LOC (and if there is no official catering, then the per diem will be set at a level to cover the costs of purchasing meals). There will generally be provision for coffee and/or other beverage and refreshments, but this will depend on the arrangements made by the LOC.

## **10. Suspension of Official**

10.1 The IBSA Executive Board or its delegate shall have the power to suspend the Official where it appears that there has been an alleged breach of any of the Official's obligations.

This option will only be initiated as a final resort or where there is an emergency situation that requires such action.

10.2 If the Official is suspended then the notice of suspension shall set out the grounds for the suspension and the period for which the suspension will last, and the Official's rights to dispute the suspension as set out at paragraph 12 below.

## **11. Confidentiality**

11.1 The Official must not disclose information that comes into his or her possession as a consequence of carrying out his or her duties to IBSA that is by its nature sensitive and confidential. IBSA may also specify that certain information is to be treated as confidential and the Official agrees that he or she will respect the confidentiality of this information.

11.2 The Official must not speak to media while carrying out their duties or disclose on social media anything of a confidential or non-impartial nature.

11.3 The Official's obligations regarding confidentiality and impartiality found under paragraphs 11.1 and 11.2, immediately above, shall continue in force beyond his or her active participation as an Official with IBSA.

11.4 The Official refrains from retaining any athlete personal data on his or her personal computers, and ensures that all files that might be temporarily uploaded for official purposes will be deleted in a safe manner immediately after the handover to IBSA of the required files and data.

## **12. Disputes**

Subject to the provisions of paragraph 13 below with respect to the limited jurisdiction of the CAS, any dispute between the Official and IBSA will be resolved by IBSA Legal and Ethics Committee (LEC) following the procedure that shall be laid down by the Chair of the LEC. The Official and IBSA shall be entitled to refer any matter to the LEC by sending a written notice to the Chair of IBSA LEC via e-mail to: [secgen@ibsasport.org](mailto:secgen@ibsasport.org).

The decision of the LEC in respect of any matter referred to it under this protocol shall be final and binding and there will be no appeal therefrom.

## **13. Court of Arbitration for Sport**

IBSA shall be entitled to commence arbitration proceedings before the Court of Arbitration for Sport in Lausanne, Switzerland for the purpose of enforcing the obligations with regard to Intellectual Property and Confidentiality set out at paragraphs 5 and 10 above. Any arbitration under this paragraph will be conducted according to the ordinary arbitration rules of the CAS with the exception that there will be a single arbitrator appointed by the President of the division.

## **14. Voluntary Service**

The Official named herein agrees that the duties of this position will be executed voluntarily without any salary / payment entitlement and for altruistic or/and educational reasons only. The Official named herein agrees that this Engagement Protocol does not constitute a legal employment

relationship, as defined by labour law. The Official named herein agrees that there is no entitlement through this Engagement Protocol to an employment relationship with social security rights.

SIGNED

Signature: .....

Printed Name: .....

Date: .....