



## **Agreement for New Members**

### **Official Representation in Europe of Chinese Wrestling (Shuai Jiao)**

#### **Terms and Conditions**

#### **1. Governance**

- 1.1 This Agreement will establish the terms and conditions of the agreement between:
  - 1.1.1 The President of the Executive Board of the European Shuai Jiao Union (ESJU) and the President of the national Chinese Wrestling (Shuai Jiao) Union.
- 1.2 The Agreement allows an individual, representing a national organisation, to represent Chinese Wrestling (Shuai Jiao), as an Ordinary Member of the ESJU (if representing a country or region within Europe); or as an Associate Member of the ESJU (if representing a country or region outside of Europe). Europe is defined in the constitution of the ESJU.
- 1.3 This Agreement provides the holder with exclusive rights of representation of Chinese Wrestling (Shuai Jiao) in their country or region for the probationary period of two (2) years. Any agreements having been issued previously by the ESJU are declared obsolete and are terminated. This agreement will be reviewed at the end of the probationary period.
- 1.4 All disputes which may arise in connection with this Agreement shall be, in the first instance, considered by the Executive Board for resolution. Failure to resolve disputes by the Executive Board will result in any disputes being submitted to the courts of the country in question.
- 1.5 This Agreement will be governed by the Constitution of the ESJU and in accordance to European Law, as defined by the European Union.

#### **2. First Party - Representative for Chinese Wrestling (Shuai Jiao)**

- 2.1 The representative of the ESJU will be a currently elected Official, and member of the Council of the ESJU.
- 2.2 The representative may be the President, or an Official appointed by the President, to act on behalf of the ESJU, as the organisation's official representative, in establishing and agreeing of the terms and conditions of this Agreement.
- 2.3 The representative of the ESJU shall hereinafter be referred to as the 'First Party' or 'ESJU'.

### **3. Second Party - Representative of the National Chinese Wrestling (Shuai Jiao) Union, within Europe**

- 3.1 The representative of the Chinese Wrestling (Shuai Jiao) Union applying for membership will be the current President of the Chinese Wrestling (Shuai Jiao) Union; or an official appointed to act on the President's behalf shall hereinafter be referred to as the 'Second Party'.
- 3.2 The Second Party will act on behalf of their national Chinese Wrestling (Shuai Jiao) Union in establishing and agreeing of the terms and conditions of this Agreement.

### **4. Commencement Date and Term**

- 4.1 This Agreement will commence from the date of signing by both parties.
- 4.2 This Agreement will be established for two years from the date of commencement and will be reviewed, renewed, or terminated at the end of the term.
- 4.3 If this Agreement is to be established with a new national Chinese Wrestling (Shuai Jiao) Union, that is, not an existing member of the ESJU, then a probationary period of six months must be maintained. At the end of the probationary period, the Second Party will be informed in writing of their acceptance as a member and confirm permission to act as a representative of Chinese Wrestling (Shuai Jiao) Union, in their country.

### **5. Representation and Limits**

- 5.1 The Second Party as a representative of the ESJU and signatory to this Agreement acknowledges and agrees to the terms and conditions of this Agreement; agrees to abide by the constitution (and its amendments) of the ESJU; and the rules, regulations, resolutions and decisions of the Executive Board of the ESJU.

### **6. Conflict of Interest**

- 6.1 The Second Party must not engage in activities that are Chinese Wrestling (Shuai Jiao) related but are determined to conflict with the interests of the First Party.
- 6.2 The Second Party must not participate in Chinese Wrestling (Shuai Jiao) related activities that are not sanctioned by or in the interests of the First Party.
- 6.3 The Second Party must not cause or engineer through their positive, wilful, and aggressive conduct, or by design, a conflict with the interests of the First Party.

### **7. Solicitation**

- 7.1 The Second Party must not solicit membership of Chinese Wrestling (Shuai Jiao) Union through cross-border activities with other countries or regions.
- 7.2 The Second Party must not interfere in the affairs of other countries or regions or through their action or inaction cause damage the reputation of the Chinese Wrestling (Shuai Jiao) Unions or the countries or regions that they represent.
- 7.3 The Second Party must not through their action or inaction cause damage the reputation of the First Party.

## **8. Competition**

- 8.1 The Second Party must not establish or form relationships with a national or international organisation which are against the interests of the First Party.
- 8.2 The Second Party must not establish or form relationships with a national or international organisation promoting or developing Chinese Wrestling (Shuai Jiao) following the termination of this Agreement for a period of one (1) year from the date that this Agreement is terminated.
- 8.3 The Second Party must not engage in activities with other organisations promoting Chinese Wrestling (Shuai Jiao) without the express permission and written authorisation of the First Party, in the form of a correspondence under seal from the Secretary General of the Executive Board.

## **9. Agreements or Agreements on behalf of the ESJU**

- 9.1 The Second Party may not enter Agreements for the First Party without the written authorisation of the First Party, in the form of a correspondence under seal from the Secretary General of the Executive Board.

## **10. Responsibilities and Obligations**

- 10.1 On a biannual basis (date prescribed by the First Party); the Second Party must provide to the Secretary General of the Executive Board:
  - 10.1.1 An account of the national Chinese Wrestling (Shuai Jiao) Union's fee-paying Instructor members including their: name; gender; date of birth; place of birth; nationality; and Instructor or training qualifications.
  - 10.1.2 An account of the national Chinese Wrestling (Shuai Jiao) resident internationally qualified referees and judges for Chinese Wrestling (Shuai Jiao) contests, to include: name; sex; date of birth; place of birth; nationality; contact details; date qualified; place qualified; qualifying organisation; copies of certification; and status (Chief Arbitrator; Arbitrator; Chief Referee; Referee; Judge; Administrator; Official).
  - 10.1.3 Details of training events for international and national referees which have taken place in or have been organised by the national Chinese Wrestling (Shuai Jiao) Union.
  - 10.1.4 Details of Chinese Wrestling (Shuai Jiao) promotional seminars which have taken place in or have been organised by the national Chinese Wrestling (Shuai Jiao) Union.
- 10.2 On an annual basis (date prescribed by the First Party); the Second Party must provide to the Secretary General of the Executive Board:
  - 10.2.1 An information file concerning provide the ESJU Secretary General with an update on the activities to promote or to develop Chinese Wrestling (Shuai Jiao) in the country of region represented.
- 10.3 Prior to an international Chinese Wrestling (Shuai Jiao) championships or event, the Second Party, will notify the Secretary General of the Executive Board the following:

- 10.3.1 Three months prior to the event submit the names of the Referees, Judges and Officials required to be trained to international level. The training event may take place up to one month prior to the championships or event and is dependent on the availability of the Referee General.
- 10.3.2 Two weeks prior to the event a confirmed list of the participating Referees, Judges and Officials.
- 10.3.3 Following their national Chinese Wrestling (Shuai Jiao) championships, the Second Party, within one week of the event, must provide to the ESJU Secretary General:
- 10.3.4 The results of the national Chinese Wrestling (Shuai Jiao) championships to the Secretary General of the Joint Council. A list of the participating referees, judges and officials.
- 10.3.5 Prior to national team attendance at international Chinese Wrestling (Shuai Jiao) championship or event, sanctioned by the ESJU, the Second Party will provide to the Secretary General of the Executive Board, copied to the Chairman of the Organising Committee:
- 10.3.6 Applications to participate in the event by the Member State's national Chinese Wrestling (Shuai Jiao) team, three months in advance of the event.
- 10.3.7 Confirmation of the referees, judges and officials, to participate, two months in advance of the event.
- 10.3.8 Fees and disbursements for the Member State's participation, which shall be paid during the registration for the event, normally one month before the event is due to commence.

## **11. Membership**

- 11.1 Membership Fees are not due for the first two years of membership of the ESJU.
- 11.2 The first two (2) years of membership is classified as a probationary period.
- 11.3 This agreement will be reviewed at the end of the probationary period.
- 11.4 At the end of the probationary period, if the member has remained in good standing and if agreed by the Executive of the ESJU, then the member may enter a contract to become a permanent member of the ESJU.
- 11.5 During the probationary period the member:
  - 11.5.1 May participate in ESJU events and activities.
  - 11.5.2 May establish coaches, referees and officials for Chinese Wrestling (Shuai Jiao) in their nation under the auspices of the ESJU.
  - 11.5.3 May not take a position on the Executive Board.
  - 11.5.4 May not vote on matters relating to constitutional changes.

## 12. Propriety and Regularity

- 12.1 The ESJU operates as a not for profit organisation operating within the Europe. The official bank account of the ESJU is established in the United Kingdom. The propriety and regularity in managing the financial affairs of the ESJU are compliant with accounting standards within the United Kingdom.
- 12.2 This contact should be read in conjunction with the Constitution of the ESJU and the ICKF Europe Sub Association.

### Signing, Approval and Seal

Please complete in **black** ink and BLOCK Capitals

Representative for the European Shuai Jiao Union

Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Representative for the national Chinese Wrestling (Shuai Jiao) Union

Name \_\_\_\_\_

Member State \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

In witness hereof, the parties hereto have caused this Agreement to be duly enacted. This Agreement has been read, approved and is under seal of the President and the Secretary General of the Join Council.

