

# **Business and Performance Framework Agreement** relating to Great Britain Hockey

Dated

2010

Great Britain Hockey Limited (1)  
England Hockey (2)  
The Scottish Hockey Union Limited (3)  
The Welsh Hockey Union Limited (4)

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## PARTIES

- (1) GREAT BRITAIN HOCKEY LIMITED (company number 4685504) whose registered office is at Bisham Abbey National Sports Centre, Bisham Marlow, Buckinghamshire SL7 1RT ("GBHL");
- (2) ENGLAND HOCKEY (company number 4623333) whose registered office is at Silbury Boulevard, Milton Keynes MK9 1HA ("England Hockey");
- (3) THE SCOTTISH HOCKEY UNION LIMITED (company number 208125) whose registered office is at 589 Lanark Road, Edinburgh EH14 5DA ("Scottish Hockey"); and
- (4) THE WELSH HOCKEY UNION LIMITED (company number 4891518) whose registered office is at Severn House, Station Terrace, Ely, Cardiff CF5 4AA ("Welsh Hockey").

## INTRODUCTION

- (A) GBHL is a company limited by guarantee. It is responsible, inter alia, for the development and administration of Hockey in Great Britain related to the Summer Olympic Games and the preparation, selection and performance of the men's and women's Great Britain Hockey squads and their participation in the Summer Olympic Games and any other relevant tournaments.
- (B) In order to fulfil its responsibilities, GBHL has decided to appoint the Nominated Country in accordance with the terms of this Agreement and give the Nominated Country full and complete responsibility to lead the business delivery of GB elite performance hockey and ensure GB Primacy to the extent within its control and in the manner specified in this Agreement.
- (C) The other Member Associations have agreed to assist the Nominated Country in the performance of its obligations under this Agreement and ensure GB Primacy to the extent within their control and in the manner specified in this Agreement.
- (D) This Agreement also contains provisions relating to the role and constitution of GBHL following the appointment of the Nominated Country and procedures to monitor and review the performance by the Nominated Country and other Member Associations of their obligations under this Agreement.
- (E) The Member Associations recognise that the ultimate performance goal for hockey in Great Britain is securing Olympic Games success. In order to contribute to achieving this success the Member Associations have confirmed that securing Olympic Games success is one of their key performance goals and, in this regard, the primacy of GBHL's business operations and performance objectives to allow their athletes an opportunity to participate at the highest level ("GB Primacy"). In view of the unique Olympic Games qualification process which applies to England, Scotland and Wales, as set by the IOC and agreed by FIH and BOA, for Great Britain Hockey teams to participate in the Olympic Games, the following terms have been agreed by the parties.

## AGREED TERMS

**1 Definitions and Interpretation***Definitions*

## 1.1 In this Agreement, including the Introduction:

"Applicable Law" means any law (including common law or other binding law), statute, regulation, code, ordinance, rule, judgment, order, decree or directive or any determination by or requirement or recommendation of a Competent Authority or interpretation or administration of any of the foregoing by a Competent Authority

"Articles"	means the new articles of association and Bye Laws of GBHL to be adopted pursuant to clause 7.6
"BAC"	means the British Athletes Commission
"BOA"	means the British Olympic Association
"Board"	means the board of directors of GBHL from time to time
"Business Day"	means a day other than a day which is a Saturday, Sunday or a public holiday in the United Kingdom
"Competent Authority"	means any national, state or local governmental authority, any governmental, quasi-governmental, judicial, public or administrative agency, authority or body, any court of competent jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) acting within their powers and having jurisdiction over this Agreement or any of the parties
"EHF"	means the European Hockey Federation
"FIH"	means the International Hockey Federation
"Formal Application"	has the meaning given to it in clause 2.2
"GB Hockey Website"	means the website registered with the domain name www.gbolympichockey.com which is operated and managed by the Nominated Country in accordance with clause 3.1(u)
"GB Performance Events"	means Great Britain Superleague matches, Great Britain Hockey international test matches and any other invitational match that Great Britain Hockey is involved in
"GB Performance Plan"	means the performance plan to be prepared by the Nominated Country in accordance with clause 3.1(c)
"GB Primacy"	has the meaning given to it in paragraph (E) of the Introduction, as more particularly described in the Heads of Understanding on Performance and in the GB Performance Plan
"Heads of Understanding on Performance"	means the document set out in Schedule 1 or such revised document as shall be agreed between the parties pursuant to clause 12
"Hockey"	means the sport of hockey in all its forms but excluding ice hockey and roller hockey
"IOC"	means the International Olympic Committee
"LOCOG"	means the London Organising Committee of the Olympic Games
"Member Association"	means a National Hockey Association of the United Kingdom which is also a member of GBHL, the Member Associations at the date of this Agreement are England Hockey, Scottish Hockey and Welsh Hockey

"National Hockey Association"	means an affiliated member of FIH
"Nominated Country"	means the Member Association which is appointed in accordance with clause 2 to take responsibility for GB elite performance hockey and provide services in relation thereto as specified in this Agreement
"Olympic Cycle"	means the period commencing with the notification of the selection of the Nominated Country in accordance with clause 2.10 after the conclusion of a Summer Olympic Games (save in the case of an appointment of England Hockey for the current Olympic Cycle, where such period shall run from the date of this Agreement) until the notification of the selection of the next Nominated Country after the conclusion of the next Summer Olympic Games
"President"	means the President of the Board from time to time
"Relevant Council"	has the meaning given to it in clause 3.1(j), and at the date hereof in relation to England Hockey means UK Sport, Scottish Hockey means the Scottish Sports Council and Welsh Hockey means the Sports Council of Wales
"Sole Formal Application"	has the meaning given to it in clause 2.6
"UK Sport"	means The United Kingdom Sports Council; and
"United Kingdom"	means Great Britain and Northern Ireland for the purposes of this Agreement only

*Interpretation*

1.2 In this Agreement:

- (a) reference to:
  - (i) any statute or statutory provision includes a reference:
    - (A) to that statute or statutory provision as from time to time consolidated, modified, re enacted (with or without modification) or replaced by any statute or statutory provision; and
    - (B) any subordinate legislation made under the relevant statutory provision;
  - (ii) the singular includes the plural and vice versa and any gender includes other genders;
  - (iii) the "introduction" or to a "clause" or "schedule" is a reference to the Introduction or the relevant clause or schedule of or to this Agreement;
  - (iv) a person includes all forms of legal entity including an individual, company, body corporate (wherever incorporated or carrying on business), unincorporated association, governmental entity and a partnership and, in relation to a party who is an individual, his legal personal representative(s);
  - (v) a document "in agreed form" is to a document in the form agreed by and initialled by or on behalf of each party for the purposes of identification;

- (vi) a party or the parties means a party or the parties to this Agreement; and
  - (vii) "this Agreement" includes this Agreement as amended or supplemented from time to time;
  - (b) the words "include", "including" and "in particular" are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them;
  - (c) the words "other" and "otherwise" are not to be construed as being limited by any words preceding them; and
  - (d) the table of contents and the headings to clauses and schedules are to be ignored in construing this Agreement.
- 1.3 The schedules form part of this Agreement as if set out in full in this Agreement and a reference to "this Agreement" includes a reference to the schedules.

## **2 Appointment of Nominated Country**

- 2.1 The Board shall be responsible for the appointment of the Nominated Country in accordance with the provisions of this Agreement. The parties acknowledge that the Board has appointed England Hockey as the Nominated Country until the end of the current Olympic Cycle.
- 2.2 The parties agree that 9 months prior to the opening of the relevant Summer Olympic Games, the Board shall request each Member Association to provide, within 20 Business Days of the request, an expression of interest in applying for the position of Nominated Country. If more than one expression of interest is received by the Board within the 20 Business Day period, the Board shall notify the relevant Member Associations. The relevant Member Associations shall then be required to submit a formal application to be appointed as the Nominated Country ("Formal Application") which must be received by the Board at least 6 months prior to the opening of the relevant Summer Olympic Games.
- 2.3 A Formal Application must include a report assessing the ability of the Member Association to undertake the responsibilities of the Nominated Country and, in any event, must include the following:
- (a) performance metrics across the player pathway at both genders and all levels, as more particularly described in the Heads of Understanding on Performance and/or the GB Performance Plan;
  - (b) results of all international teams (all levels and both genders) together with current FIH ranking and summary of performance in FIH and EHF tournaments over the previous four years prior to submission of the Formal Application;
  - (c) an assessment of available "corporate, organisational and commercial infrastructure and resource" capable to support and sustain the responsibilities that come with being the Nominated Country; and
  - (d) a summary of financial "health" of the relevant Member Association including management accounts and relevant budgets for the next funding cycle (being the four year period commencing on 1 April in the year after the Formal Application is submitted or, if shorter, the period of the current funding cycle in existence between the Member Association and its Relevant Council).
- 2.4 Following receipt of the Formal Applications, the Board will appoint an independent consultant to review:

- (a) the Formal Applications;
- (b) the extent to which the Nominated Country has performed its obligations under this Agreement (including the GB Performance Plan and its own national performance plan) during the relevant Olympic Cycle;
- (c) to the extent to which the other Member Associations have discharged their obligations under this Agreement (including the GB Performance Plan and their own national performance plan) during the relevant Olympic Cycle; and
- (d) the provisions of this Agreement, the GB Performance Plan and any related documents in the light of experience.

2.5 The appointment of the independent consultant shall require the independent consultant to conclude the review process within three months prior to the opening of the relevant Summer Olympic Games and the independent consultant shall provide recommendations, based on the review, on the appointment of the next Nominated Country and for any amendments to the provisions of this Agreement and the GB Performance Plan.

2.6 In the event that only one Member Association expresses an interest in applying for the position of Nominated Country pursuant to clause 2.2, the Board will require that Member Association to deliver a formal application to be appointed as the Nominated Country ("Sole Formal Application") which must be received by the Board at least 6 months prior to the opening of the next Summer Olympic Games.

2.7 A Sole Formal Application must be in the same form as, and include all the required details of, a Formal Application as set out in clause 2.3 and will be reviewed by the Board together with those factors detailed in clauses 2.4(b), (c) and (d).

2.8 Each Member Association shall provide such assistance as the independent consultant and/or the Board shall reasonably require to carry out his review including access to relevant personnel, facilities, performance reviews, accounts and books and records.

2.9 Immediately following each Summer Olympics, the Board shall commission an independent review specifically on the performance achievements of the Great Britain Hockey teams at the Summer Olympics and shall stipulate that such review shall be completed by the end of the calendar year in which the relevant Summer Olympics takes place.

2.10 The Board shall, based on the information in all reports made available to it and/or the results of its own reviews pursuant to this clause 2, notify the Member Associations and FIH of the selection of the Nominated Country within one month of the end of the Summer Olympic Games in accordance with the current FIH regulations.

### **3 Obligations of the Nominated Country**

3.1 The Nominated Country will use its best endeavours, in conjunction with the Member Associations pursuant to clause 4.1, to secure Olympic Games qualification and medals for both the men's and women's Great Britain Hockey teams. During the relevant Olympic Cycle, the Nominated Country has complete business and performance responsibility, except as provided in the Agreement, to ensure GB Primacy to the extent within its control and for all aspects of GB elite performance hockey, which includes the preparation, selection, management and performance of the men's and women's Great Britain Hockey squads and their participation in the Olympic Games and any other relevant tournaments. Without prejudice to the generality of the foregoing, the Nominated Country shall:

- (a) provide and notify the Board of the identity of, suitably qualified and experienced employees to perform the following appointments:
- (i) Great Britain Performance Director;
  - (ii) Great Britain Head Coach for the men's team;
  - (iii) Great Britain Head Coach for the women's team; and
  - (iv) Chief Operating Officer of GBHL.

The individuals appointed to these roles shall hold similar appointments in respect of the Nominated Country. For the avoidance of doubt, the appointed individuals shall be and remain employees of the Nominated Country. If the Nominated Country replaces its Performance Director, Chief Executive Officer (or equivalent officer) or Head Coach of the men's or women's team, such replacement shall also be appointed to the similar role for the Great Britain team(s) or GBHL, as the case may be. The President or one of the independent Directors of GBHL, or another independent person nominated by the Board and agreed with the Nominated Country, together with a representative from UK Sport shall be invited by the Nominated Country to be a member of the selection panel which appoints any such replacement;

- (b) prepare the Nominated Country's own performance plan which shall ensure GB Primacy and which shall be submitted to its board and the President and independent directors on the Board within 120 days of its appointment as Nominated Country. The Nominated Country will consult with and take account of any reasonable representations or comments of the President and independent directors on the Board in relation to its own performance plan and, immediately following such consultation and approval of the performance plan by the Nominated Country's board, the performance plan will be submitted for approval by UK Sport;
- (c) coordinate and assist the preparation of the GB Performance Plan by the Great Britain Performance Director (following the approval of the Nominated Country's performance plan by UK Sport pursuant to clause 3.1(b)), which will incorporate all matters set out in the Heads of Understanding on Performance which is set out in Schedule 1 and which will be built on the Nominated Country's own performance plan. The Great Britain Performance Director will liaise with the performance directors or equivalent of the other Member Associations who will allow appropriate aspects, as determined by the Great Britain Performance Director, of the other Member Associations' performance plans to be included in the GB Performance Plan. The GB Performance Plan for each Olympic Cycle shall be completed within 2 months of the date of receipt of the Nominated Country's performance plan approved in accordance with 3.1(b), and submitted to UK Sport or the Board for approval. Any amendments required by UK Sport or the Board shall be incorporated into the GB Performance Plan by the Nominated Country. Following approval of the GB Performance Plan by UK Sport, copies will be sent to the other Relevant Councils for their reference;
- (d) ensure that the GB Performance Plan shall also contain a detailed budget submission to UK Sport for all Board activities which at the date of this Agreement include the costs associated with holding Board meetings (a minimum of two meetings each year in the first three years of an Olympic Cycle and a minimum of three meetings in the last year of an Olympic Cycle), attendance of officials at GB Performance Events, the appointment of independent consultants and commissioning of independent reports pursuant to clauses 2.4 and 2.9, reasonable out of pocket expenses for the President and members



of the Board, including the attendance by the President or his alternate (as a non-voting member) at board meetings of the Nominated Country, the appointment of a representative for Great Britain Hockey on the National Olympic Committee and attendance at events as necessary where Member Associations are competing or a Great Britain Hockey team is participating. In preparing the relevant budget in the GB Performance Plan a contingency should be included to cover Olympic Games 2012 related costs and overseas travel to attend FIH events. GBHL and the Member Associations acknowledge that any funding for GBHL activities which is not spent will be held by the Nominated Country to be applied in performing its obligations under this Agreement;

- (e) comply with its obligations set out in the Heads of Understanding on Performance and the GB Performance Plan, including the appointment of relevant personnel and implementing the processes required to fulfil the GB Performance Plan;
- (f) following approval of the Nominated Country's performance plan and GB Performance Plan by UK Sport, enter into a funding agreement with UK Sport. The Nominated Country shall comply with all obligations under the funding agreement with UK Sport and, so far as within its control, ensure that any obligations which relate to GB Hockey and GBHL are performed in accordance with their terms. The Nominated Country shall ensure all funding received from UK Sport for GB elite performance hockey and any other monies received in connection with GB elite performance hockey are used solely for the purpose of GB elite performance hockey and performance of the GB Performance Plan and the Nominated Country's obligations under this Agreement. The Nominated Country shall ensure that all such funding and monies that it holds on the date of the selection of a new Nominated Country pursuant to this Agreement shall be transferred to the new Nominated Country or GBHL at the Board's request on demand;
- (g) in addition to taking responsibility for the funding process with UK Sport, be responsible for raising funds, where available, for GB elite performance hockey. This responsibility will include formulating bids, accepting funds and accounting for the use of the funds in accordance with this Agreement. The parties envisage that funding raised for GB elite performance hockey will be paid by UK Sport or any other commercial provider of funds to the Nominated Country;
- (h) be responsible for the exploitation of any commercial rights that may be available in respect of the Great Britain men's and/or women's hockey teams, including negotiation of agreements with third parties;
- (i) keep detailed records in relation to the use of all funding received by it as referred to in clauses 3.1(f), (g) and (h). On request from GBHL, UK Sport or any other Relevant Council or funding body, the Nominated Country shall provide GBHL, UK Sport or any other relevant funding body with reasonable access to such records and its personnel to verify compliance with the terms of this Agreement and the relevant funding agreements;
- (j) report annually to the Board on the performance of the obligations under this Agreement and, in particular, actual performance against the GB Performance Plan. The report shall be submitted in writing to GBHL at least one month before the meeting of the Board at which the report is to be considered. The Nominated Country shall ensure, if requested by GBHL, that the GB Performance Director and Great Britain Head Coaches for the men's and women's teams, its finance director or other officer, as GBHL may request, attend the meeting of the Board at which the report is considered. The parties agree that if the reports raise concerns or the Board, following receipt of the reports, has concerns

as to the performance by the Nominated Country or by the other Member Associations, the Board shall be entitled to request UK Sport or, if more appropriate, the relevant Member Association's Sports Council (the "Relevant Council") to investigate the concerns and evaluate the impact, if any, on the execution of the GB Performance Plan. If the initial findings of UK Sport or the Relevant Council confirm the concerns and a possible negative impact on the achievement of the GB Performance Plan, UK Sport or the Relevant Council shall be entitled to commission an independent report to determine the facts and recommend an appropriate course of action, which may include the imposition of a penalty, as determined by UK Sport or the Relevant Council, on the Nominated Country and/or a Member Association(s) responsible for the failure to execute the GB Performance Plan. The parties shall provide such co-operation as UK Sport or the Relevant Council may reasonably request to enable it to carry out its investigation including access to accounts, books and records and any relevant personnel as requested by UK Sport or the Relevant Council. The parties agree, as between themselves, to comply with any recommendations or sanctions suggested by UK Sport or the Relevant Council;

- (k) report within two months of the relevant Summer Olympic Games in respect of the performance of the Great Britain men's and/or women's hockey teams at the relevant Olympic Games;
- (l) provide suitable representatives to attend meetings with funding bodies, commercial sponsors or other stakeholders of GB Hockey as requested by GBHL from time to time;
- (m) give notice of all board meetings of the Nominated Country, together with all supporting papers, to the Company Secretary of GBHL (who may be an independent director of GBHL) and the President of GBHL at the same time and in the same manner as it gives such notice to its own directors and shall permit the President or his alternate (an independent director of GBHL) to attend all board meetings. For the avoidance of doubt the President or his alternate shall not be a director of the Nominated Country and shall not be entitled to vote at any such board meetings;
- (n) comply with all Applicable Laws in the performance of its obligations under this Agreement;
- (o) hold and maintain at all relevant times all applicable licences, registrations and consents as reasonably necessary to enable it to perform its obligations under this Agreement including to the extent that it is passing Personal Data relating to athletes or otherwise to GBHL it will be adequately registered under the Data Protection Act 1998;
- (p) arrange and maintain in full force at its own expense insurance as may be required by GBHL from time to time in respect of the performance of its obligations under this Agreement and its activities relating to the Great Britain men's and women's Hockey teams. The insurance policy or policies will:
  - (i) be maintained with reputable insurers;
  - (ii) name GBHL and its directors as additional insureds and provide that the insurance will operate in all respects except for the limits of liability as if a separate policy had been issued to each insured party; and
  - (iii) provide that the insurance may not be cancelled, terminated or materially altered in a manner adverse to GBHL until at least thirty days from the date of notice by the insurers to GBHL.

At the commencement of the Agreement and at each renewal date of the insurances the Nominated Country will furnish certificates to GBHL evidencing the required insurances. If the Nominated Country fails to effect and maintain in force any of the insurances required under this Agreement, GBHL may take out new insurances and any premiums paid by GBHL will immediately become payable by the Nominated Country to GBHL;

- (q) convene regular meetings as necessary between the Chief Executive Officers (or their equivalent) of the Member Associations to discuss strategy for hosting and participation in Hockey events by Member Associations and the organisation by any Member Association of Hockey events at which any of the Great Britain Hockey teams participate in the United Kingdom so as to avoid conflict of their objectives with GB Primacy and the GB Performance Plan.
- (r) be responsible for the bidding process, organisation and other hosting duties in relation to any hockey tournament at which any of the Great Britain hockey teams participate in the United Kingdom except to the extent that the event is being hosted by a Member Association. In relation to the Summer Olympic Games to be held in 2012, the Nominated Country will be responsible for organising the "test" event as required by BOA, LOCOG and FIH at the venue for the hockey tournament at the Summer Olympic Games in 2012, except as provided for in clause 3.1(q);
- (s) ensure that its appointee to the Board or a duly appointed alternate attends all meetings of the Board;
- (t) notify GBHL in advance of any material meeting with UK Sport, FIH, IOC, BOA, LOCOG or any third party relating to GB elite performance hockey at which it is necessary that a representative of GBHL attends and, to the extent practicable, invite the President or one of the independent directors of GBHL to attend; and
- (u) manage and run the GB Hockey Website in accordance with any reasonable directions of the Board.

#### **4 Obligations of the Member Associations (other than the Nominated Country)**

4.1 Each Member Association (other than the Nominated Country) will use its best endeavours, in conjunction with the Nominated Country pursuant to clause 3.1, to secure Olympic Games qualification and success for both the men's and women's Great Britain hockey teams. Without prejudice to the generality of the foregoing, each Member Association shall:

- (a) coordinate and assist the preparation of their Member Association's own performance plan by their Performance Director which will ensure GB Primacy to the extent within that Member Association's control and which will be submitted to its board and the President and independent directors on the Board within 120 days of the appointment of the Nominated Country. The Member Associations will consult with and take account of any reasonable representations of the President and independent directors in relation to its performance plan and, immediately following such consultation and approval of the performance plan by the Member Association's board, shall submit the performance plan for approval by the Relevant Council;
- (b) comply with its obligations set out in the Heads of Understanding on Performance and the GB Performance Plan and as referenced within its own national performance plan;
- (c) provide the Nominated Country with such assistance as it may reasonably require in connection with the implementation of the GB Performance Plan. Each Member Association shall ensure that GB Primacy is its key consideration in any discussions it

has with its Relevant Council and shall immediately inform GBHL, providing full details, if such discussions concern that Member Association's performance plan;

- (d) provide GBHL and UK Sport and/or the Relevant Council with such information as they may reasonably require from time to time in connection with the performance of its obligations under this Agreement and, in particular, acknowledges and agrees to comply with the provisions of clause 3.1(c) insofar as applicable to it;
- (e) include a hyperlink on all of its websites to the GB Hockey Website and use reasonable endeavours to ensure such hyperlink is permanently operational;
- (f) ensure that its appointee to the Board or a duly appointed alternate attends all meetings of the Board;
- (g) ensure that its Chief Executive Officer attends the meetings convened by the Nominated Country or Board pursuant to clauses 3.1(q) and 6.1(e) for the purposes set out in clauses 3.1(q) and 6.1(e). Each Member Association (including the Nominated Country) shall notify the other Member Associations of any proposal to apply for representation on FIH and EHF boards or committees or bid to stage or participate in Hockey events to enable the Nominated Country to convene meetings to discuss the proposals in the context of GB Primacy and the GB Performance Plan;
- (h) report (at the same time as the Nominated Country reports pursuant to clauses 3.1(b) and 3.1(j)) annually to the board on the performance of the obligations under this Agreement and, in particular, performance against the GB Performance Plan and its own national performance plan. The report shall be submitted in writing to GBHL at least one month before the meeting of the Board at which the report is considered.

## **5 Indemnity**

5.1 Each of the other Member Associations shall, as regards their own acts and/or omissions only, indemnify GBHL in respect of any loss, cost or expense suffered or incurred by it from time to time arising out of any claim, demand, action or proceeding against GBHL or its directors:

- (a) by the Great Britain Performance Director, Great Britain Head Coach for the men's team, Great Britain Head Coach for the women's teams and/or any other employee of the Nominated Country in connection with the performance of duties in relation to Great Britain Hockey or as a result of termination of their employment with the Nominated Country;
- (b) by an athlete relating to selection procedure and criteria or doping procedures adopted by the Nominated Country for any GB Hockey team or any injury or loss suffered by the athlete in training, playing or otherwise representing Great Britain Hockey; and
- (c) by UK Sport, any other funding body or third parties as a result of a failure by the relevant Member Association to perform its obligations under this Agreement or the agreement with any such entity including any obligation to re-pay any funding or grants paid by UK Sport, any other funding body or third party.

## **6 Obligations of GBHL**

6.1 GBHL will appoint the Nominated Country in accordance with this Agreement to provide the services outlined in this Agreement in relation to Great Britain Hockey's business operations and GB elite performance hockey. Accordingly, GBHL and the Board's role following such appointment is predominantly limited to that of overseeing the performance by the Nominated Country and other

Member Associations of their obligations under this Agreement. In order to fulfil this role and assist the Nominated Country, GBHL will:

- (a) provide such assistance as the Nominated Country may reasonably require in the performance of its obligations, particularly the preparation of the GB Performance Plan pursuant to 3.1(c) (taking into account the limited resources and personnel available to GBHL);
- (b) provide the Nominated Country with such information as it may require to enable it to complete the GB Performance Plan, including the budget information referred to in clause 3.1(d) and shall produce a budget for the period to 31 March 2009 and each subsequent four year period;
- (c) nominate a member of the Board as the National Olympic Committee representative for Great Britain Hockey;
- (d) consider and agree in conjunction with the Nominated Country, who is responsible for communications with FIH, IOC, UK Sport, LOCOG and BOA and other entities in relation to GB Hockey to the extent that GBHL is required to make such communications;
- (e) convene regular meetings as necessary between the Chief Executive Officers (or their equivalent) of the Member Associations to co-ordinate their various proposals for representation and nomination for the FIH and EHF boards and committees and, pursuant to the discussions at such meetings, provide strong recommendations to the Member Associations for such representation and nomination;
- (f) liaise, as required, with the Nominated Country on all tournament invitations, but for the avoidance of doubt, will not commit the Nominated Country to host a tournament without agreement;
- (g) monitor GB Primacy in the delivery and performance of the obligations under this Agreement by Member Associations by conducting annual reviews as referred to in clauses 3.1(j) and 4.1(h) and any subsequent reviews conducted by UK Sport in this regard;
- (h) comply with the provisions of clause 2 in relation to the appointment of the Nominated Country; and
- (i) assist the Member Associations in resolving any disputes or other issues between them relating to GB Hockey and, in particular, the implementation of the GB Performance Plan.

## **7 Role and Constitution of GBHL**

7.1 The Board shall comprise the following who shall be appointed as specified below:

- (a) The President. This director must not be a member of the management board, a trustee, President (or equivalent) or an employee of any Member Association following appointment to the Board;
- (b) Two independent directors. These directors must not be members of the management board, a trustee, President (or equivalent) or an employee of any Member Association following appointment to the Board. The parties acknowledge that these independent directors will preferably have high performance and corporate experience. It is intended that one of these independent directors will have a specific role of liaison with, and protection of the rights of, athletes and that an independent director may be used as an alternate to represent GBHL when the President is not available; and

(c) Directors representing each Member Association.

7.2 The President shall be appointed by the Members in accordance with the procedures set out in the Articles and the Bye Laws and shall hold office for the period specified in the Articles.

7.3 The two independent directors shall be appointed by the Board in accordance with the procedures set out in the Articles and Bye Laws and shall hold office for the period specified in the Articles. One of the independent directors may also be the Company Secretary of GBHL.

7.4 Each Member Association shall be entitled to appoint one director to the Board by giving written notice to GBHL. The initial appointee shall be a Director of the relevant Member Association's management board but shall not be the Chief Executive Officer or Performance Director (or equivalent) of the Member Association. Each Member Association shall be entitled, by giving prior written notice to GBHL, to appoint an alternate director to its appointed director, provided such alternate is a Director of the relevant Member Association's management board (or, where this is not possible, an ex officio member of the Member Association who is appropriately qualified to carry out the duties of an alternate director), and such alternate director shall be entitled to attend and vote at any such meeting at which the appointed director is not personally present and generally to perform all the functions of the appointed director in his absence.

The initial appointees of the Member Associations are:

Richard Leman – England Hockey

Jacky Burnett – Scottish Hockey

Anne Ellis – Wales Hockey

7.5 Each Member Association shall be entitled by giving written notice to GBHL to remove its appointed director and appoint a replacement.

7.6 Each director of GBHL shall have one vote at meetings of the Board and, in the event of deadlock, the President shall have a second casting vote, except where the deadlock results from the President and the independent directors voting in opposition to the Directors representing the Member Associations in which case the casting vote will rest with the Directors representing the Member Associations acting jointly. The parties agree that the Chief Executives of each Member Association and a representative of UK Sport shall also be entitled to attend (but not vote, unless such Chief Executive has been appointed as an alternate director pursuant to clause 7.4) at Board meetings. In addition, the following may be invited from time to time by the Board to attend the Board meetings or any part of the Board meetings:

(a) the Great Britain Performance Director and the Chief Operating Officer of GBHL;

(b) the representatives of the athletes in accordance with the BAC Guidelines. It is envisaged that one of the independent directors will act as primarily liaison for the Board with the athlete's representatives. Accordingly, the athlete's representatives will be present at meetings of the Board on an exceptional basis; and

(c) representatives of BOA and LOCOG, (if appropriate in the lead up to the 2012 Olympic Games) and representatives of such other entities as the Board may determine from time to time.

7.7 The Members and GBHL shall on execution of this Agreement procure the holding of meetings and the passing of resolutions to adopt the new Memorandum of Association of GBHL and the Articles.

**8 Notice and other communications**

8.1 Where this Agreement provides for the giving of notice or the making of any other communication, such notice or communication shall not (unless otherwise expressly provided) be effective unless given or made in writing in accordance with the following provisions of this clause 8.

8.2 Any notice or communication to be given or made under or in connection with this agreement may be:

(a) delivered or sent by post to:

Great Britain Hockey Limited	Bisham Abbey National Sports Centre Bisham Marlow Buckinghamshire SL7 1RT
England Hockey	Bisham Abbey National Sports Centre Bisham Marlow Buckinghamshire SL7 1RT
The Scottish Hockey Union Limited	589 Lanark Road Edinburgh EH14 5DA
The Welsh Hockey Union Limited	Severn House Station Terrace Ely Cardiff CF5 4AA

or

(b) sent by fax, email or other electronic communication to:

Great Britain Hockey Limited	Fax number and email address of the Nominated Country
England Hockey	+44 (0)19 0824 1106 info@englandhockey.org
The Scottish Hockey Union Limited	+44 (0)13 1453 9079 info@scottish-hockey.org.uk
The Welsh Hockey Union Limited	+44 (0)29 2057 3941 info@welsh-hockey.co.uk

and shall be marked in the case of Great Britain Hockey Limited for the attention of the President, in the case of England Hockey for the attention of the Executive Chairman, in the case of Scottish Hockey for the attention of the Chief Executive and in the case of Welsh Hockey for the attention of the Chief Executive.

8.3 Any notice or other communication so delivered or sent shall be deemed to have been served at the time when it is received at the address to which it is delivered or sent except that if that time is

between 5.30 p.m. on a Relevant Day and 9.00 a.m. on the next Relevant Day it shall be deemed to have been served at 9.00 a.m. on the second of such Relevant Days.

- 8.4 Where a party has given notice to the others of any different address or number to be used for the purposes of this clause then such different address or number shall be substituted for that shown above.

For the purposes of this clause:

- (a) "Postal Address" means the address shown in clause 8.2(a) or any different address substituted under clause 8.4;
- (b) "Relevant Day" means any day other than a Saturday, Sunday or a day which is a public holiday at the Postal Address of the receiving party;
- (c) any reference to a time is to the time at the Postal Address of the receiving party;
- (d) reference to an electronic communication (including a fax) being received shall, in the case of a party which is a corporate body or partnership, mean receipt at the first device hosting electronic communication services for that corporate body or partnership at which it is received; and
- (e) "electronic communication" has the same meaning as in the Electronic Communications Act 2000.

## **9 Admission of new Member Association**

If a National Hockey Association of the United Kingdom, or a region of any such National Hockey Association, applies to become a member of GBHL, the Board shall consider the application and any approval of the application shall be conditional upon the applicant entering into a deed of adherence with the parties agreeing to be bound by the provisions of this Agreement as if it were a signatory to it.

## **10 Confidentiality**

- 10.1 Subject to clause 10.2, each party shall keep confidential any information which is obtained by it or any of its directors, officers, employees or consultants ("Related Persons") which:

- (a) relates to the negotiation of this agreement or any document referred to in this agreement;
  - (b) relates to the provisions or the subject matter of this agreement or of any document referred to in this agreement; and
  - (c) relates to the other parties,
- (collectively, "Confidential Information").

- 10.2 Clause 10.1 shall not apply to Confidential Information to the extent that:

- (a) either party is required to disclose it by any Applicable Law or Competent Authority;
- (b) it enters the public domain other than as a result of the unauthorised disclosure by a party or any of its Related Persons; and
- (c) it is in the possession of either party or of any of its Related Persons free from any restriction as to its use or disclosure having been obtained otherwise than from the other party for the purposes of this Agreement.

- 10.3 No information to which clause 10.2 applies may be disclosed by a party unless that party has:



- (a) given, where practicable, at least 10 Business Days, written notice to the non-disclosing party of such proposed disclosure;
  - (b) consulted with the non-disclosing party; and
  - (c) agreed with the non-disclosing party the content of the disclosure.
- 10.4 The non-disclosing party may not request amendments under clause 10.3 or otherwise limit disclosure under clause 10.3 in a manner which would prevent the disclosing party from complying with the requirements referred to in clauses 10.2(a).
- 10.5 A party shall be entitled to disclose Confidential Information to any of its Related Persons or its advisers who need to know such information for the purposes of advising in relation to or furthering the provisions of this Agreement and who are aware of the obligations of confidentiality and agree to keep the information confidential and not to use any Confidential Information for any purpose other than the purpose for which it was disclosed.
- 10.6 The parties agree that this Agreement and the GB Performance Plan can be disclosed to the Member Associations, the Relevant Councils and any other third party as the Board may determine.

## **11 General**

### *Assignment*

- 11.1 Except as otherwise expressly provided for in this Agreement, a party may not, without the written consent of each other party, legally or equitably dispose or attempt to dispose (including by sale, assignment, gift, transfer or charge) of any of its rights or obligations under or in connection with this Agreement, nor sub-contract any of its obligations under this agreement, nor declare a trust of, or allow to be constituted as trust property the benefit of its rights or interests in this Agreement.

### *Entire agreement*

- 11.2 The provisions of this Agreement shall constitute the entire agreement between the parties about the subject matter of this Agreement and supersede any previous Agreement or understanding of the parties on such subject matter.
- 11.3 The parties have not entered into this Agreement in reliance upon any representation, warranty or promise and no such representation or warranty or any other term is to be implied in it whether by virtue of any usage or course of dealing or otherwise except as expressly set out in it.
- 11.4 If a party has given any representation, warranty or promise then, (except to the extent that it has been set out in this Agreement) the party to whom it is given waives any rights or remedies which it may have in respect of it.
- 11.5 This clause shall not exclude the liability of a party for fraud or fraudulent misrepresentation or concealment or any resulting right to rescind this Agreement.

### *Variation*

- 11.6 This Agreement may only be varied in writing signed by or on behalf of each of the parties.

### *Waiver and Remedies*

- 11.7 A waiver of any term, provision or condition of, and any consent or approval granted under, this Agreement will be valid only if it is in writing, signed by the party giving the waiver or granting the consent or approval. Any such waiver, consent or approval will be valid only in the particular instance and for the particular purpose for which it is given and will not constitute a waiver of any other right or remedy.

11.8 Any failure (in whole or in part) to exercise or delay in exercising any right, power or remedy ("Right") available under this Agreement or in law will not constitute a waiver of that or any other Right nor will any single or partial exercise of any Right preclude any other or further exercise of that or any other Right. The rights and remedies provided by this Agreement are cumulative and (unless otherwise expressly stated in this Agreement) and may be exercised without excluding any other rights or remedies available in law.

#### *Severability*

11.9 In the event that any provision of this Agreement is determined to be unlawful or otherwise unenforceable, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement will remain in full force and effect.

11.10 In the circumstances of clause 11.9 if any such provision is determined to be unlawful, there will be substituted a provision reflecting the original intent of the parties as closely as possible and to the extent permissible under Applicable Law. The parties shall negotiate promptly and in good faith to achieve this objective.

#### *Costs*

11.11 Unless otherwise provided in this Agreement, each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.

#### *Counterparts*

11.12 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document. This Agreement shall not take effect until it has been executed by all the parties.

#### *Governing law and jurisdiction*

11.13 The Courts of England and Wales have non-exclusive jurisdiction to settle any dispute, or in connection with this Agreement. The parties irrevocably submit to such jurisdiction and waive any objection to it, on the ground of inconvenient forum, or otherwise.

11.14 This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with English law.

## **12 The Heads of Understanding on Performance**

The parties acknowledge that the document set out in Schedule 1 is not, at the date this Agreement, in final form and the parties shall use their best endeavours to agree any revisions to such document and agree the form of such document as soon as reasonably possible. Following agreement of such revisions and the form of such document by the parties it shall become the "Heads of Understanding on Performance" for the purposes of this Agreement.

This Agreement has been entered into on the date shown at the beginning.

## SCHEDULE 1

### Heads of Understanding on Performance

Executed by GREAT BRITAIN HOCKEY LIMITED acting by:

\_\_\_\_\_  
Director

Executed by ENGLAND HOCKEY acting by:

\_\_\_\_\_  
Director

Executed by THE SCOTTISH HOCKEY UNION LIMITED acting by:

\_\_\_\_\_  
Director

Executed by THE WELSH HOCKEY UNION LIMITED acting by:

\_\_\_\_\_  
Director