



## **European Chinese Kuoshu Federation and European Shuai Jiao Union**

### **Joint Council Membership Terms and Conditions**

#### **1 Governance**

- 1.1 This document sets out the terms and conditions for membership of the Joint Council of the European Chinese Kuoshu Federation (ECKF) and the European Shuai Jiao Union (ESJU) for member countries and national representatives to the Joint Council.
- 1.2 This document established an agreement between the Executive Board of the Joint Council as the first party and the President of the national Chinese Kuoshu Federation and/or national Shuai Jiao Union (or their representative) as the second party, to represent Chinese Kuoshu and/or Shuai Jiao, as an Ordinary Member and national representative on the Joint Council (if representing a country or region within Europe); or as an Associate Member of the Joint Council (if representing a country or region outside of Europe). Europe is defined in the constitution of the Joint Council.
- 1.3 This document provides the holder with exclusive rights of representation of Chinese Kuoshu and/or Shuai Jiao in their country or region. The ECKF and the ESJU will remain separate and autonomous organisations with their own governance and accountability structures and with discrete responsibilities for the promotion of Chinese Kuoshu and Shuai Jiao, in Europe, respectively. They will, however, through the Joint Council governance arrangements refer matters for discussion relating: to the organisations of tournaments and events in Europe; to the resolution of membership dispute; and to promoting activities to complement and support mutual aims and objectives.
- 1.4 Any documents, contracts and/or agreements having been issued previously by the any other international Chinese Kuoshu and/or Shuai Jiao organisation associated with the ECKF or ESJU are declared obsolete and are terminated on the signing of this document.
- 1.5 All disputes which may arise in connection with this document shall be in the first instance be resolved by the Joint Council. Failure to resolve disputes by the Executive Board will result in any disputes being submitted to the courts of the country in question.

1.6 This document is governed by the Joint Council resolutions determined in accordance with the constitution of the ECKF and the ESJU and in accordance to European Law, as defined by the European Union.

## **2 First Party – Executive Board of the Joint Council of the European Chinese Kuoshu Federation and European Shuai Jiao Union**

2.1 The Executive Board is elected from the membership of the Joint Council for a defined period. Although the elected individual may remain President of either the Chinese Kuoshu or Shuai Jiao national representative body on becoming a member of the Executive Board of the Joint Council, the elected official must cease national representation and interests in Joint Council business and meetings.

2.2 Each organisation should determine who is best placed to represent their interests in Chinese Kuoshu and Shuai Jiao; and appoint one representative to act for their nation at the Joint Council.

2.3 The representative may be the President of the national Chinese Kuoshu or Shuai Jiao body or an official (member of the national Chinese Kuoshu or Shuai Jiao organisation) appointed by the President, to act on behalf of their nation, as the national official representative, in the forming and establishment of this agreement and representation on the Joint Council.

2.4 The Executive Board of the Joint Council of the ECKF and ESJU shall hereinafter be referred to as the 'First Party'.

## **3 Second Party - Representative of the National Chinese Kuoshu and Shuai Jiao Union within Europe**

3.1 The representative of Chinese Kuoshu and/or Shuai Jiao Union applying for membership will normally be the current President of the national Chinese Kuoshu and/or Shuai Jiao Union or an official appointed to act on the President's behalf, and shall hereinafter be referred to as the 'Second Party'.

3.2 The Second Party will act on behalf of their national Chinese Kuoshu and/or Shuai Jiao Union in Joint Council business and meetings and in the signing 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 four (4) years from the date of commencement and will be reviewed, renewed, or terminated at the end of the term.
- 4.3 Agreements to be established with all new national Chinese Kuoshu and Shuai Jiao Union will maintain a probationary period of six (6) months.
- 4.4 At the end of the probationary period, the Second Party will be informed in writing of their acceptance as a member and representative of the Joint Council.

## **5 Representation and Limits**

- 5.1 The Second Party as a representative of their national Chinese Kuoshu or Shuai Jiao organisation 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 Joint Council; and the rules, regulations, resolutions and decisions of the Joint Council, as stipulated by the Executive Board of the Joint Council.

## **6 Conflict of Opportunity**

- 6.1 The Second Party must not engage in activities that are Chinese Kuoshu and Shuai Jiao related but are determined to be in conflict with the interests of the First Party.
- 6.2 The Second Party must not participate in Chinese Kuoshu and Shuai Jiaorelated 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 Non Solicitation**

- 7.1 The Second Party must not solicit membership of the national Chinese Kuoshu and Shuai Jiao Union through cross-boarder 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 other national Chinese Kuoshu and 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 Non Competition**

- 8.1 The Second Party must not establish or form relationships with a national or international organisation which are in conflict with the interests of the First Party.
- 8.2 The Second Party must not establish or form relationships with a national or international organisations promoting or developing Chinese Kuoshu and Shuai Jiao following the termination of this Agreement for a period of two (2) years from the date that this Agreement is terminated.
- 8.3 The Second Party must not engage in activities with other organisations promoting Chinese Kuoshu and Shuai Jiao without the express permission and written authorisation of the First Party, in the form of a correspondence under seal of the Secretary General of the Joint Council..

## **9 Agreements (or Contracts) on Behalf of the Joint Council**

- 9.1 The Second Party may not enter into 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 Joint Council.

## **10 Responsibilities and Obligations**

- 10.1 On an biannual basis (date prescribed by the First Party), the Second Party must provide to the Secretary General of the Joint Council or have published:
- an account of the qualified Instructors for Chinese Kuoshu and Shuai Jiao, including their name, gender, date of birth, place of birth, nationality and qualifications;
  - an account of the internationally qualified referees and judges for Chinese Kuoshu and Shuai Jiao contests, to include their name, gender, date of birth, place of birth, nationality; contact details; date qualified; place qualified; qualifying organisation; copies of certification; status (eg Chief Arbitrator; Arbitrator; Chief Referee; Referee; Judge; Administrator; Official) and events attended; and
  - an account of Chinese Kuoshu and Shuai Jiao seminars which have been organised by the national Chinese Kuoshu and 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 Joint Council or have published:

- an account of the national Chinese Kuoshu and Shuai Jiao team to include their: name; gender; date of birth; place of birth; nationality; weight category; and competition record; and
- an account of the Chinese Kuoshu or Shuai Jiao events organised by the national Chinese Kuoshu or Shuai Jiao, to include the date and venue.

## **11 International and National Tournaments and Events**

- 11.1 Two (2) years prior to organising a European or International Chinese Kuoshu or Shuai Jiao event in Europe, the Second Party shall apply to the Secretary General of the Joint Council for the event to be sanctioned by the ECKF and the ESJU; or where the event is either Chinese Kuoshu or Shuai Jiao only to the respective Secretary General of the ECKF or the ESJU, copied to the Secretary General of the Joint Council.
- 11.2 One (1) year prior to organising a national Chinese Kuoshu and/or Shuai Jiao Championships, the Second Party, shall notify the Secretary General of the Joint Council of their intention to organise the tournament or event and confirm the date and venue.
- 11.3 Six (6) months prior to organising a tournament or event, the Second Party should request the presence of the President, the Secretary General or the Referee General, to attend the event. Attendance is subject to the availability of the officials but it is customary for a member of the Executive Board to attend to represent the Joint Council. In the absence of the President one of the two Vice Presidents may also attend.
- 11.4 Three (3) months prior to the event provide a provisional list of the participating referees, judges and officials.
- 11.5 One (1) month prior to the event participating nations/regions/teams should have submitted a provisional delegation list.
- 11.6 One (1) week prior to the event participating nations/regions/teams should have submitted their delegation list.
- 11.7 Within One (1) week of organising of a tournament or event at international or national level, the Second Party, must provide to the Secretary General of the Joint Council:
- The results of the national Chinese Kuoshu and Shuai Jiao championships.
  - A list of the attending ESJU representatives; and the participating teams, referees, judges and officials.

## 12 Membership Fee

12.1 In accordance with the Joint Council's resolution on membership fees dated 10 May 2010. The Second Party must provide the following fees to the Treasurer of the Joint Council:

- on an annual basis (and by 31 January), a national organisation membership fee of one hundred and fifty (150) Euro; and
- at each European or International championship, a national team participation fee of ten (10) Euro, for each member of the national team competing delegation.

### **Signing and Approval** (Please complete in **black** ink using BLOCK letters)

In witness hereof, the parties hereto have caused this Agreement to be duly enacted.

Representative for the **Joint Council** of the ECKF and ESJU.

Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Representative for the **national Chinese Kuoshu and/or Shuai Jiao Union**.

Name \_\_\_\_\_

Position \_\_\_\_\_

Organisation \_\_\_\_\_

Country \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_