

**Coach Agreement**

(Courtesy of BBNZ)

COACH INFORMATION (please print)

First Name (as written on your passport)	Last Name (as written on your passport)	Gender (please tick box) <input type="checkbox"/> Male <input type="checkbox"/> Female
Postal Address		
City		
Home No. ()	Day or Mobile No. ()	Email Address
Date of Birth		Place of Birth (town & country)
Citizenship(s)		Closest Airport of Departure
Passport No.	Passport Expiry Date	Passport Nationality
Uniform Size (please circle) Bottoms: S M L XL XXL XXXL Tops: S M L XL XXL XXXL		

EMERGENCY CONTACT INFORMATION (please print)

Name		Relationship to Coach
Home No. ()	Day or Mobile No. ()	Email Address
Alternate Contact Name		Relationship to Player
Home No. ()	Day or Mobile No. ()	Email Address

Your invitation to be involved in the Waikato Basketball Council (WBC) Representative activities requires that you enter into this Coach Agreement and abide by its terms and conditions.

Please read this document carefully, as by signing this Coach Agreement you are confirming that you have read and understood the information contained within.

Please complete the cover page, initial each page in the lower right-hand corner, sign in the space provided on page 4 and return it to WBC. Once the Coach Agreement has been signed by the WBC representative, a copy will be returned to you in the mail for your records. For future inquiries or correspondence, please refer them to:

Waikato Basketball Council
Community Basketball Manager
PO Box 10518 Te Rapa, Hamilton
Phone 07 858 5394 Fax 07 858 5389

The information you provide on this Agreement form will be kept by WBC for use in WBC/ BBNZ programmes and promotion. Please check here if you do not want WBC to use the information you provide for these purposes.

Initial _____



Waikato Basketball
COACH AGREEMENT

BETWEEN:
Waikato Basketball Council
(WBC)
and

(Please print) _____ (the "Coach")

WHEREAS WBC is recognized by the International Amateur Basketball Federation ("FIBA") and BBNZ as the sole governing body of the sport of amateur basketball in Hamilton.

AND WHEREAS WBC organizes activities and programmes for the purpose of coach development, which lead to Representative Teams that represent WBC in age group competitions.

AND WHEREAS the Coach has been selected to, and wishes to be an active participant of, Waikato Basketball Representative Team Programmes.

AND WHEREAS WBC and the Coach wish to clarify the relationship between them by establishing their respective obligations;

WBC AND THE COACH HEREBY AGREE:

1. Obligations of WBC

WBC shall, in accordance with the budget and policies of WBC:

- a) Identify, invite and select Coaches to participate in WBC Representative programme activities;
- b) Coordinate the Coach's participation in WBC Representative activities;
- c) Where applicable, supply team uniforms, apparel and equipment;
- d) Certify the Coach's eligibility to compete in FIBA events, providing the Coach satisfies FIBA eligibility criteria and is not in breach of any terms of this Agreement;
- e) Maintain confidentiality with respect to information supplied by the coach as a requirement for participation in this program. Information shall not be released without the consent of the Coach, unless WBC is required to do so by law or in accordance with WBC policies;
- f) While the Coach is traveling as part of a WBC Representative Team activity, ensure the necessary travel insurance has been put in place
- g) Provide administrative and financial assistance determined as necessary or as may be agreed between the Coach and WBC.

2. Job Duties and Job Performance

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- a) The Coach's job duties and personnel relationships are as outlined in the Coaching Guidelines document and Member Declaration Form which forms an integral part of this Agreement.
- b) Prior to the conclusion of this Agreement, the performance of the Coach shall be reviewed by WBC. An end of year report put together by the coach will be part of this process. The purpose of this review shall be to provide the Coach with feedback on their performance and to identify the Coach's strengths and weaknesses and allow time for self reflection.

3. Conduct

- a) The Coach shall comply with WBC & BBNZ policies as amended from time to time.
- b) The Coach shall comply with SPARC's *Coaches Code of Ethics*, as amended from time to time. The *Coaches Code of Ethics* is outlined in the Member Declaration Form which forms an integral part of this Agreement.
- c) The Coach shall conduct themselves in a professional manner at all times, and shall assist in matters relating to supervision and discipline of athletes.

4. Participation Costs

- a) WBC will stipulate the level of participation costs on an event by event basis related to the coverage and coordination of travel, accommodation and meals for individuals participating in WBC Representative Team activities.
- b) While involved in WBC Representative team activities the Coach is responsible for all personal expenses including but not limited to toll calls, snacks, souvenirs, etc.

5. Confidentiality

- a) The Coach shall not, either during the term of this Agreement or any time thereafter, disclose to any person, organisation or company any confidential information concerning the business, affairs, or personnel of WBC which the Coach may have acquired in the course of their appointment. This includes, but is not limited to athlete contact information, technical and/or sport science material used by WBC, business information and any other information which is identified as confidential by WBC.
- b) WBC shall not divulge to outside parties any personal information about the Coach, including but not limited to place of residence, home phone number, date of hiring, results of performance reviews without the Coach's consent, unless required to do so by law.

6. Intellectual Property

- a) To be selected by WBC as a participant in Representative Team activities, the Coach is participating in events that have national significance. The Coach agrees to be filmed, televised, photographed and otherwise recorded during participation in these programmes. The coach acknowledges that WBC/BBNZ may at any time utilize the said films, photographs or recordings for such purposes as WBC/BBNZ in its absolute discretion shall think fit whether during or after the term of this Agreement.
- b) The Coach acknowledges that WBC owns the intellectual property rights relating to the Representative team and the Coach undertakes to act in a manner that protects the intellectual property of WBC.
- c) The Coach assigns all rights to their name, image, person or performance (the Coach's Identity) in respect of appearances in relation to their participation on a team representing WBC.

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- d) The Coach acknowledges that WBC has intellectual property rights related, directly or indirectly with the Representative Team activities and its associated materials. The Coach shall have no right to copy or use such materials or works without the prior expressed written consent of WBC.
- e) Upon termination of involvement with WBC, or at any other time upon WBC request, the Coach will promptly deliver to WBC, without retaining copies, all property, documents and other materials furnished to; prepared by; or which the Coach obtained by virtue of his involvement with WBC.

7. Termination of this Agreement

- a) The Association may terminate this Agreement at any time without notice for cause including, but not limited, to the Coach's willful misconduct which is detrimental to WBC, failure to adhere to the policies of WBC, failure to adhere to the provisions of this Agreement or gross failure to perform their duties.
- b) WBC may terminate this Agreement for any reason other than cause by giving a 5 day written notice to the Coach.
- c) The Coach may terminate this Agreement by giving a 10 day written notice to WBC.

8. Conflict of Interest

- a) During the term of the Agreement with WBC, the Coach shall not engage in any other activity which, in the sole discretion of WBC, is (i) in conflict with or competitive to WBC business, programmes or activities or (ii) in any way raises a real or potential conflict of interest with WBC business or activities without the express written consent of WBC.
- b) In the event of any potential conflict of interest situation, the Coach has the obligation to notify WBC immediately. WBC shall have in its sole discretion the right to determine (i) if the situation presented is a conflict of interest to WBC or (ii) if the programme or activity can be reschedule to avoid the conflict or (iii) the priority of programmes and activities involved in the conflict.

9. Indemnification

- a) The Coach shall indemnify and hold harmless WBC, its employees, directors, officers, sponsors, contractors, volunteers and agents from any and all claims, demands, actions and costs which may arise out of any act or omission of the Coach in the performance of the tasks outlined in this Agreement. This indemnification shall survive termination of this Agreement.

10. Law

- a) This Agreement shall be interpreted in accordance with the laws of New Zealand.

If you agree with the foregoing, please indicate your acceptance of these terms by signing in the space below and returning the signed Agreement to WBC.

- b) If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force and effect.

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Te Rapa
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I recognise that I derive benefits from signing this Agreement and that a clear condition of entering into this agreement will involve promoting the development of an active and mutually supportive community of high level coaches.

These coaches are not only committed to particular programmes or teams but more-so making a contribution to the development of elite basketball in the Waikato.

This contribution will encompass inclusiveness, the sharing good practice and promoting a culture of excellence across basketball programmes in the Waikato.

Practically this may be in the form of conducting open practices, attending coaching clinics, conducting coach mentoring and involvement in coaching communities or other activities as programmed by WBC/BBNZ.

I assume obligations and I further recognise WBC's desire and need to enforce these obligations.

In consideration of the Coach and WBC entering into the Coach Agreement, I hereby agree to indemnify and hold harmless WBC from any losses which WBC may incur as a result of the breach of any provision of this Agreement by the Coach.

Per, Waikato Basketball Council

John Davey
CEO
Waikato Basketball Council

Coach name (please print)

Coach signature

Date

Witness' signature

Date

Initial _____