

Form: 430 – V1

ELIGIBLE SKATERS REMUNERATION AGREEMENT (ESRA)

Overview

SISA is recognised by the Singapore National Olympic Council (SNOC) as the National Governing Body of Figure skating in Singapore. SISA is responsible for:

- Every skater who has the talent and the commitment to succeed at the highest levels
- Providing a clear pathway from learn to skate to the achievement of skating excellence
- Ensuring that its athlete members are eligible to compete in ISU recognized events (Olympic Winter Games, ISU International Championships and Competitions)
- The administration and enforcement and sanctions of eligibility rules. All SISA eligibility rules are governed by ISU General Regulations Rule 102 and the SISA Policy's and Procedures.

Within the SISA sanctions and eligibility policies, skaters are prohibited from performing in unsanctioned competitions, exhibitions and tours (exhibitions include performing in an ice show.)

Permits are necessary for these types of activities whether the skaters have been offered remuneration or not. Permits (sanctions) must be issued by the ISU recognized National Governing Body with jurisdiction within the area where the event is being held, a copy of which **MUST** be attached to the ESRA application form.

Where remuneration has been offered to a skater for an appearance, endorsement or exhibition performance, the skater cannot accept the remuneration or perform in the activity without first receiving special permission from SISA.

Approval may only be given provided that the actual event has been sanctioned (permitted) and that an Eligible Skaters Remuneration Agreement (ESRA) has been completed by the skater and submitted to and agreed by the General Secretary of SISA.

The above conditions and submission of, and agreement to, an ESRA form also applies if a skater is not to be remunerated for the performance/exhibition/show.

Related Documents

- SISA Policies
- SISA Procedures
- SISA Forms

Definitions

- Events/Exhibitions/Shows/Endorsements etc that take place in Singapore, which involve either all eligible skaters or a mix of eligible and non-eligible skaters **but** do not involve any form of judging **may** be permitted by SISA.
- Events/Exhibitions/Shows/Endorsements etc that take place in Singapore, which involve a mix of eligible and non-eligible skaters **but** include any form of judging **cannot** be sanctioned (permitted) by SISA. These events require the sanction of the ISU. This also applies to any such event held anywhere around the world. e.g. Dancing on Ice or it's variations.
- Events/Exhibitions/Shows/Endorsements etc that take place outside Singapore which involve either all eligible skaters or a mix of eligible and non eligible skaters **but** do not involve any form of judging, **must** be permitted by the ISU member in the country concerned.
- It is the responsibility of the skaters to ensure that the intended activity has the correct sanction (permit) before submitting an ESRA form.

- Remuneration in the context of this document covers payments, benefits in kind, reimbursement of expenses.

SISA requires an ESRA for 2 reasons:

- To safeguard the skater's eligibility to compete
- To make sure that nothing the skater has been asked to do will conflict with existing SISA obligations or with the many Rules and Regulations and provisions that SISA is required to observe as the National Governing Body of Figure Skating in Singapore.

Approval of an ESRA is not automatic. Each ESRA submitted to SISA for approval is reviewed carefully by SISA. Many factors are examined including the policy and compliance issues mentioned above. In addition nothing the skaters have been asked to do can impact on a contractual obligation entered into by SISA for the benefit of the sport as a whole within Singapore. SISA enters into contracts with third parties in order to raise the necessary revenue to carry out its obligations.

These obligations include administering the sport, funding its member programmes and developing its athletes from grass roots through to elite. In order to fulfill this mission, SISA must not put at risk its sources of revenue. If the activity for which the ESRA is sought is thought by SISA to conflict with its contractual obligations, the applications for an ESRA will not be approved. SISA will do its very best to approve applications for ESRAs.

Please be aware that there are many considerations that go into review before an ESRA is entitled to receive approval. If SISA determines it can grant the skater to engage in the activity and receive remuneration for doing so and will therefore sign the ESRA. Only after the completed and signed ESRA has been issued by SISA to the skater, may the skater accept the offer and perform the requested activity.

Procedures for submitting an ESRA

The draft overview document must be completed and signed by the 'contractor' (the person or entity who will be retaining the services of the skater), the skater and the skater's parent or guardian if the skater is under the age of 18.

The ESRA must state clearly the manner in which the identifications and all abilities of the skater will be used to promote the Contractor's business, service or enterprise and must set out the terms of remuneration including the amount of remuneration and whether it will be paid to the skater in money or the equivalent in goods or services.

The draft ESRA must be submitted to SISA for review no later than 2 weeks prior to each activity for which the skater will be remunerated. A processing fee equal to 10% of the remuneration to the skater or \$150 (whichever is less) will be payable by the contractor to SISA.

The payment shall be submitted by the contractor along with the draft ESRA and is non refundable. The skater is not permitted to enter into a final binding agreement with a contractor either verbally or in writing without first receiving approval of the ESRA from SISA.

Under the rules governing eligible figure skaters, a skater is not permitted to participate in any appearance, endorsement or exhibition performance for remuneration without approval of SISA.

General Guidance for National / Development Team members who coach

Any National / Development Team member who coaches on a part time basis must also complete a SISA Coach Annual (Retained) Eligibility Application Form at the start of each season, to be received in the SISA office prior to 31st March Annually.

Annual Financial Report

All National / Development Team Skaters must submit an Annual Financial return (SISA Retained Eligibility Annual Financial Report Form). These returns must be submitted to the SISA office

before the 31st March and must include a summary of all payments/benefits in kind etc received for ESRA participation and Coaching activities.

General disclaimer

The information in this overview is not incorporated into the ESRA nor is it made a part thereof.

SINGAPORE ICE SKATING ASSOCIATION
ELIGIBLE SKATER'S REMUNERATION AGREEMENT (ESRA)

This agreement is entered into this _____ day of _____ between

_____ (Hereinafter referred to as the "Skater"), and

_____ (Hereinafter referred to as the "Contractor") located at

CONDITIONS

1. SISA is the recognised National Sporting Association (NSA) for the sport of figure skating on ice in Singapore. SISA is recognized by the Singapore National Olympic Council (SNOC), and the International Skating Union (ISU). Singapore Ice Skating Association and its members are subject to the eligibility requirements and rules of the ISU.
2. As NSA for the sport of figure skating on ice, SISA prescribes rules and standards for competition in the sport; sponsors and sanctions local, regional, sectional and national competitions, Championships and exhibitions; provides financial and administrative assistance, and other services and support to assist in the training and development of eligible figure skaters from the grassroots to the elite levels; fields figure skating teams to compete in international, World and Olympic events; and generally promotes, regulates, governs and fosters competitive figure skating in Singapore.
3. The rules and policies under which SISA protects the eligibility of its skaters permit skaters to receive remuneration for appearances, endorsements and exhibition performances in accordance with conditions set by SISA. As a condition concerning such remuneration for all appearances, endorsements and exhibitions, Singapore Ice Skating Association requires its skaters to submit an Eligible Skater's Remuneration Agreements (ESRA) for approval by SISA prior to any such appearance, endorsement or exhibition performance.
4. SISA will review each application for an ESRA to determine whether it (1) complies with the rules, regulations, policies or bylaws pertaining to ISU, SISA or its skaters; or (2) presents a conflict with any outstanding SISA contractual obligation.
5. In order to generate sufficient revenues to carry out various obligations, SISA enters into contracts with third parties. Should such a conflict exist, SISA, for that reason, may deny the request for the ESRA or will determine whether to seek consent to approve the ESRA from the appropriate parties. SISA approval of an ESRA may therefore be contingent upon, among other things receipt of such third party consent.
6. SISA may also refuse to sanction certain competitive skating events if it determines they are detrimental to the sport of figure skating. SISA will review each application for an ESRA to determine whether the ESRA is sought for such an activity; if so found, the ESRA will not be approved.
7. The Skater is an eligible person under the rules of SISA, is a registered member of SISA and requires the permission of SISA to perform the activities contemplated under this Agreement and receive remuneration for those activities.

The Contractor can utilise the skater's abilities and identifications of the purposes stated in the Agreement in order to assist and support the effort of the skater in his/her competitive figure skating career and to help foster the sport of figure skating.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. SISA Approval. The skater and the Contractor agree that SISA must sanction and approve the remuneration and participation of Skater in the activities contemplated herein and in the activities contemplated herein and in the manner contemplated by this Agreement, as set forth in Appendices A and B. This Agreement is submitted for the purpose of obtaining such approval.
2. Term. The term of this Agreement shall be from _____ through _____
3. Remuneration. Contractor agrees to pay Skater the sum of \$ _____ for participation as set forth in Appendix B.
4. Restriction on Sponsorship Rights.
 - a) Prohibition and references to SISA Sponsorship. It is understood that Skater's participation is approved by SISA through this Agreement for the activity described in Appendix A, no reference may be made by the Contractor that it is a sponsor of SISA, nor shall any use be made of the name, logo, emblems or insignia of SISA without the express written consent of SISA.
 - b) Prohibition on use of Olympic symbols, emblems, trademarks, and names. The Contractor may use photographs and other skater identifications and make references to the Skater's athletic accomplishments in connection with Contractor's promotional activities under this Agreement. However, no references shall be made to the Olympic Winter Games themselves, nor shall the word 'Olympic' or any derivative thereof (including 'Olympiad', 'Citius Altius Fortius',), the symbol of the International Olympic Committee (IOC) consisting of five interlocking rings, the emblem SISA or any trademark, trade name, sign, symbol or insignia, of either the SNOC or SISA, be referenced or used directly or indirectly in connection with such activities, unless the Contractor has prior written consent for such reference or use from SISA.
 - c) Release and Indemnification. The Contractor releases and agrees to indemnify and hold harmless the Skater, SISA and the Executive Committee, employees, agents and representatives of SISA jointly and individually, from and against any and all liabilities, losses, claims, damages, injuries (whether to person or property), costs and expenses, including reasonable legal and other professional fees, which Contractor, Skater, or SISA may incur as a result of or arising out of the various arrangements, travel, accommodations and Activities agreed to between the Contractor and the Skater for purposes of fulfilling the obligations under the terms of this Agreement, and which either Skater or SISA may incur as a result of, or arising out of, the Contractor's breach of any of its obligations, agreements, warranties or covenants contained in this Agreement, or the improper or unsolicited use by the Contractor of identifications of Skater or SISA, including as may pertain to or affect Skater's eligibility now or in the future.
5. Third Party Consent
Skater and Contactor acknowledge that SISA may have agreements with third parties that may pose a conflict with Activities proposed in this Agreement. SISA approval of the ESRA may therefore be contingent upon, among other things, receipt of such third party consent to approve the ESRA. If SISA determines that such a conflict exists, Skater and Contractor agree that SISA may deny the ESRA for that reason or may request such consent from third parties

and may inform the third parties of the proposed Activities and the names of the Skater and the Contractor in order to do so Singapore Ice Skating Association will not discuss details of the proposed skater compensation with their parties.

6. Processing Fee

The Contractor agrees to pay a processing fee to SISA equal to ten percent (10%) of the amount of payment to the skater as provided in paragraph 3 of this Agreement, or one hundred and fifty dollars (\$150.00), whichever is less. The processing fee must be received by SISA before it will consider whether or not to approve the Agreement. The Contractor agrees that the processing fee is non refundable.

7. General Provisions

- a) **No Employment Status.** It is agreed and recognized that this Agreement conveys neither employment nor agency status as to either Skater or the SISA. Any employment and related reporting obligations are solely between Skater and Contractor.
- b) **Entire Agreement and Effect.** This Agreement constitutes the entire Agreement and understanding with respect to the subject mater hereof. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings of agreements relating to the matters set forth herein other than those incorporated herein.
- c) **Modification.** This Agreement will not be amended or modified in any respect except in writing, signed by the Skater and a duly authorized officer or agent of Contractor, and approved in writing by SISA.
- d) **Binding Effect.** This Agreement is binding upon and shall ensure to the benefit of each of the parties hereto and their respective heirs, personal and legal representatives, beneficiaries, successors, and assigns.

PLEASE ENSURE THAT YOUR CONTRACTOR HAS OBTAINED THE NECESSARY PERMIT/SANCTION FROM THE ISU RECOGNISED GOVERNING BODY WITH JURISDICTION WITHIN THE AREA WHERE THE EVENT IS BEING HELD AND THAT YOU HAVE ATTACHED A COPY TO THIS APPLICATION FORM.

Date:

Date:

SKATER'S NAME (PRINT)

CONTRACTOR'S NAME (PRINT)

SKATER'S SIGNATURE

CONTRACTOR'S ADDRESS

SKATER'S PHONE NUMBER

CONTRACTOR'S PHONE NUMBER

PARENT / GUARDIAN'S SIGNATURE
(IF SKATER IS UNDER THE AGE OF 18)

CONTRACTOR'S SIGNATURE

Approved by SISA:

GENERAL SECRETARY

DATE

APPENDIX A
SCHEDULE OF AGREED PROMOTION/ACTIVITIES

To be completed by the Contractor outlining the commercial uses of Skater's name, photographs, personal appearances, skating exhibitions, endorsements etc including dates and places of any photography or videotaping sessions and public appearances.

1. In what manner will the Contactor use the Skater's identification and/or skating abilities:

2. Will the activities be televised? If so, provide details.

3. Period of time (Not to exceed one week in cases involving exhibitions or performances):

From: _____ To: _____

4. Location(s)

APPENDIX B
SCHEDULE OF PAYMENTS

Authorised by:	Executive Committee
Date:	October 2009