

Paralympics Australia (PA) General Selection Criteria
Australian Paralympic Team

Tokyo 2020 Paralympic Games



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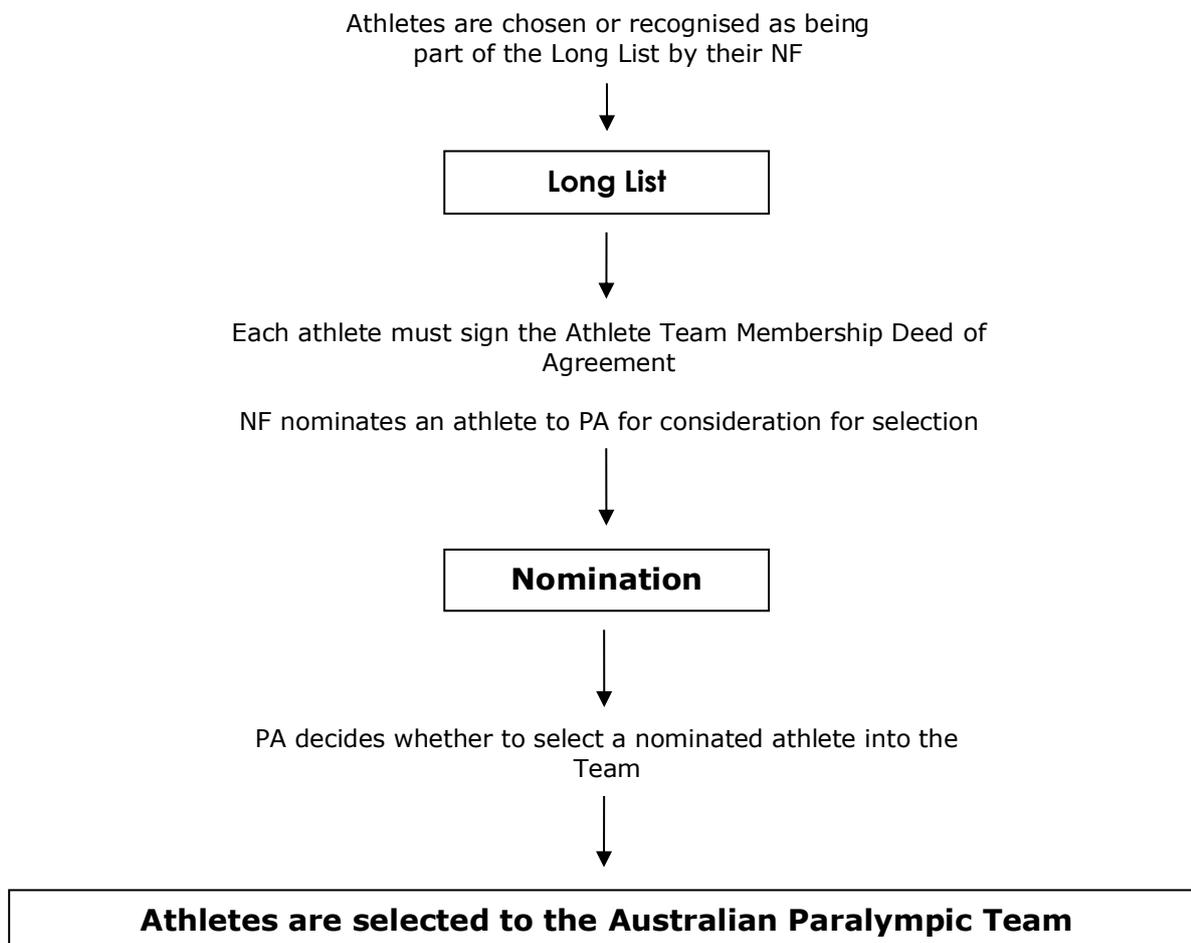
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1. Introduction

- A. Paralympics Australia (**PA**) is the Australian member of the International Paralympic Committee and thus the recognised National Paralympic Committee (**NPC**) for Australia. PA is authorised by the International Paralympic Committee (**IPC**) to enter duly qualified and eligible athletes in the Tokyo 2020 Paralympic Games (**Games**). PA is responsible for ensuring that selected athletes are appropriately classified in their respective sports prior to entry into the Games. PA selects the 2020 Australian Paralympic Team (**Team**).
- B. PA has procedures for the selection of athletes into the Team (**PA General Selection Criteria**). This document sets out the PA General Selection Criteria and related information.
- C. The Team is selected as follows:
- (a) (**Paralympic Long List**) The relevant National Federation (**NF**), or PA in the case of PA managed sports, will select a Long List comprised of athletes who are considered to have a prospect of being nominated for the Team. Those athletes must agree to be bound by these PA General Selection Criteria.
 - (b) (**Nomination**) Athletes must be nominated by their NF, or PA in the case of PA managed sports, to be considered for selection into the Team. Athletes are nominated in accordance with the Nomination Criteria developed for each particular sport.
 - (c) (**Selection**) Athletes may be selected (and any reference to selection includes a reference to deselection) to be part of the Team at the sole and absolute discretion of PA. All members of the Team are required to sign an Athlete Team Membership Deed of Agreement to be eligible for selection.

2. Selection Process for Athletes

The following diagram illustrates the selection process:¹



¹ This diagram is for illustrative purposes only. It attempts to outline the process for selecting the Team, however, to the extent that the diagram is inconsistent or conflicts with any part of these PA General Selection Criteria, the General Selection Criteria prevails.

3. General Information

3.1 Tokyo 2020 Paralympic Games Qualification Regulations

The IPC and the Tokyo Organising Committee for the 2020 Olympic and Paralympic Games (**TOCOG**) have developed the Tokyo 2020 Paralympic Games Qualification Regulations (**IPC Qualification Regulations**). The IPC Qualification Regulations outlines the qualification systems to be met for athletes and teams seeking to compete in the Games.

The IPC Qualification Regulations also stipulates the maximum number of athletes that can compete in the Games. PA is allocated a limited number of qualification slots which limits the number of athletes PA can enter in each sport.

The IPC Qualification Regulations can be accessed by following this link:
<https://www.paralympic.org/tokyo-2020/qualification-criteria>

4. Eligibility

4.1 Nationality

Any athlete selected in the Team must be a national of Australia as determined by the IPC Athlete Nationality Policy detailed within the IPC Handbook.

The IPC Athlete Nationality Policy can be accessed by following this link:
<http://www.paralympic.org/the-ipc/handbook>

4.2 Classification

- (a) Only qualified athletes that meet the sport-specific classification rules, have been allocated an international sport class, and an appropriate sport class status as outlined, will be eligible to be selected in the Team.
- (b) An athlete's classification is only valid if made by a classification panel recognised by the International Federation for the sport to make such an international classification.
- (c) Athletes hold an international classification in their respective sport, which is listed on the International Federation Classification Masterlist, with a sport class status that complies with the sport's eligibility requirements as outlined in Table 1 below.
- (d) PA reserves the right to review the selection of athletes, including deselection, if exceptional circumstances arise that relate to the athlete classification for the sport or classification qualification criteria as detailed in the Tokyo 2020 Paralympic Games Qualification Guide.

TABLE 1 2020 Qualification – Classification Requirements

Sport	
Boccia	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Football 5-a-side	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Goalball	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-archery	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-athletics	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-badminton	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-canoe	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-cycling	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-equestrian	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-judo	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-powerlifting	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-rowing	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-shooting	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-swimming	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020. Be internationally classified before 01 June 2020
Para-table tennis	Internationally classified with a 'Confirmed' sport class status
Para-taekwondo	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Para-triathlon	Internationally classified with a 'Confirmed' sport class status or a 'Review' or a 'Fixed Review' sport class status both with a review date after 31 December 2020
Sitting volleyball	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Wheelchair basketball	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Wheelchair fencing	Internationally classified with a 'Confirmed' sport class status
Wheelchair rugby	Internationally classified with a 'Confirmed' sport class status or a 'Review' sport class status with a review date after 31 December 2020
Wheelchair tennis	Internationally classified with a 'Confirmed' sport class status

4.3 Additional Eligibility Requirements

A comprehensive list of all eligibility requirements not referenced above, such as but not limited to age requirements, required licences etc. can be found in the IPC Qualification Regulations.

5. Long List

5.1 General

Athletes may be chosen by their NF as being part of the Long List for their sport. The Long Lists comprise athletes who have a prospect of being nominated by their NF to PA for selection in the Team.

6. Nomination

6.1 Nomination Criteria

Each NF, or PA in the case of PA managed sports, will prepare Nomination Criteria for that sport and have it endorsed by PA prior to being published.

The relevant Nomination Criteria will be distributed to the members of the Long List by the athlete's NF and published on the PA website. Notwithstanding this, it is the responsibility of all athletes to obtain a copy of the relevant Nomination Criteria to the athlete's sport.

PA's website is <http://www.paralympic.org.au>.

The Nomination Criteria are at all times subject to the IPC Qualification Guide and these PA General Selection Criteria. If the Nomination Criteria are inconsistent in any way with the IPC Qualification Guide or the PA General Selection Criteria, the latter will prevail to the extent of any inconsistency (with the IPC Qualification Guide prevailing over the PA General Selection Criteria if there is a conflict). However, the Nomination Criteria are not inconsistent with the IPC Qualification Guide merely because the Nomination Criteria imposes a higher qualification standard or lesser number of qualification slots (participants) than as stated in the IPC Qualification Guide. Where this is the case, the higher qualification standard or lesser number of participants (as the case may be) will apply.

6.2 Athlete Nomination

Athletes may be nominated by their NF for consideration to be selected into the Team. Athletes are only eligible for nomination if they are a member of their NF's Long List at the time of their nomination. All nominations must be made in accordance with the Nomination Criteria for the athlete's sport.

7. Selection

7.1 Athlete Selection

- (a) PA is authorised by the IPC to enter duly qualified and eligible athletes in the Games. PA has designated the PA Board to be the sole selector of the Team. PA has the exclusive right to select athletes at its sole and absolute discretion to be in the Team.
- (b) Only nominated athletes will be eligible to be selected into the Team (except in special circumstances – see section 7.6 below).
- (c) PA:

- (i) may use its complete discretion and opinion;
- (ii) is not obliged to select athletes based on merit, fairness or reasonableness;
- (iii) is not obliged to select a nominated athlete;
- (iv) is not obliged to have regard to any purpose or objective;
- (v) is not obliged to consider any fact or thing;
- (vi) may consider any fact or thing; and
- (vii) may consult any person(s) or organisation(s),

in exercising its right to decide whether or not to select an athlete into the Team.

- (d) Without limiting anything in this section 7, when considering athletes for selection to the Team, PA may have regard to whether an athlete:
 - (i) has a realistic prospect of achieving:
 - A. a gold medal in the Tokyo 2020 Paralympic Games;
 - B. a medal in the Tokyo 2020 Paralympic Games; or
 - C. a medal in the Paris 2024 Paralympic Games.
 - (ii) meets both these PA General Selection Criteria and the relevant Sport-specific Nomination Criteria for their respective sport;
 - (iii) meets the relevant classification requirements;
 - (iv) has signed, abided by and continues to abide by any NF Athlete Agreement and these PA General Selection Criteria;
 - (v) has at all times acted in such a manner that does not risk bringing into public disrepute or censure the Sport or, if applicable, the Team, the athlete's sport or PA;
 - (vi) is of good character and holds good standing in the community;
 - (vii) has committed any doping offence under the policies of PA Tokyo 2020 Paralympic Team, the World Anti-Doping Agency or the athlete's sport, as the case may be;²
 - (viii) has, from the date on which he or she was nominated to the Long List, been available for sample collections as required by the Australian Sports Anti-Doping Agency (ASADA) and if requested by ASADA, provided up-to-date information regarding their whereabouts on a regular basis in accordance with the requirements of PA and their sport;

² This paragraph does not apply to any offence in respect of which the athlete has been sanctioned under the anti-doping policy of the World Anti-Doping Agency, PA or the athlete's NF, as the case may be, where that sanction has been satisfied in full.

- (ix) has been the subject of a medical assessment, the results of which are satisfactory in the opinion of PA, and qualify the athlete for inclusion in the Australian Paralympic Team;
 - (x) has committed any classification related offences under the IPC Athlete Classification Code, the IPC Code of Ethics, the international federation classification rules for the athlete's sport, as the case may be;
 - (xi) has completed any education modules as released by the IPC, PA or ASADA; and
 - (xii) the athlete has been endorsed by their NF.
- (e) If an athlete's classification is changed by an endorsed classification agent of the athlete's sport subsequent to the athlete's selection in the Team, the athlete's selection in the Team is void. The athlete is eligible for selection in his or her changed class only if, in the opinion of the PA Board, the athlete is likely to compete at a level in that changed classification that would have warranted his or her selection in that class initially.

7.2 Notification of possible selection

Athletes who PA has determined it wishes to select will be notified by PA and asked to sign the Athlete Team Membership Deed of Agreement.

7.3 Athlete Team Membership Deed of Agreement

- (a) Before selection as stated in section 7.2, athletes must sign the Athlete Team Membership Deed of Agreement to confirm their selection in the Team. Athletes who do not sign the Athlete Team Membership Deed of Agreement will not be part of the Team.
- (b) The Athlete Team Membership Deed of Agreement will be provided to athletes by PA. The Athlete Team Membership Deed of Agreement will require the athlete amongst other things to:
 - (i) meet the Nomination Criteria of his or her sport;
 - (ii) be eligible to participate in the Games as an Australian competitor in the class in which he or she is qualified;
 - (iii) achieve satisfactory results for the medical assessment conducted by a medical practitioner appointed by PA (as determined at the sole discretion of PA);
 - (iv) act and have acted at all times in such a manner that does not risk bringing into public disrepute or censure the Para- Program or, if applicable, the Team, the athlete's sport or PA;
 - (v) not commit or have committed any offence under the anti-doping policy of the World Anti-Doping Agency, the PA Tokyo 2020 Paralympic Team or the athlete's sport, as the case may be;³

³ This paragraph does not apply to any offence in respect of which the athlete has been sanctioned under the anti-doping policy of the World Anti-Doping Agency, PA or the

- (vi) comply with the drug testing requirements of PA and the athlete's sport;
- (vii) not have any overdue financial obligations to PA or an NF at the time of nomination or selection;
- (viii) not commit or have committed any offence, including intentional misrepresentation, under the IPC Athlete Classification Code, the IPC Code of Ethics, or the international federation classification rules for the athlete's sport;
- (ix) to understand and comply with the relevant classification requirements of the IPC under the IPC Athlete Classification Code;
- (x) comply with the classification requirements of PA and the athlete's sport including, but not limited to, the provision of adequate diagnostic information and undertaking testing relevant to the athlete's impairment and consenting to information sharing as it relates to classification between the international federation, NF, PA, team officials, classifiers and consultants;
- (xi) agree to inform PA and the relevant NF of any changes in level of impairment, medical intervention undertaken, or medical history that may impact upon class allocation. Failure to do so may be considered as intentional misrepresentation under the IPC Athlete Classification Code; and
- (xii) agree to inform PA and the relevant NF of any changes in equipment that may impact upon class allocation.

7.4 Announcement of Selection

PA will publish the names of the selected athletes on the PA website. Athletes must not make any announcement or comment regarding selection without the prior written approval of PA until such time as the members of the Team are named on the PA website and the athlete has signed the Athlete Team Membership Deed of Agreement. Until such time that the Athlete Team Membership Deed of Agreement is signed, the athlete will be deemed as being provisionally selected.

7.5 Maintenance of Selection Status

An athlete's status as a member of the Team is conditional upon his or her continued compliance with the Athlete Team Membership Deed of Agreement and the requirements set out in these PA General Selection Criteria. An athlete's membership in the Team may be terminated in accordance with the terms of the Athlete Team Membership Deed of Agreement.

7.6 Selection of Non-nominated Athletes

Notwithstanding anything contained in these PA General Selection Criteria, PA reserves the right in special circumstances (as determined by PA) to select any athlete into the Team, regardless of whether the athlete has been nominated. If a

requirements of the athlete's sport, as the case may be, where that sanction has been satisfied in full.

non-nominated athlete is selected into the Team pursuant to this section 7.6, that athlete will be considered to be eligible for selection, notwithstanding anything contained in these PA General Selection Criteria, and subject only to the eligibility requirements specified in the IPC Qualification Guide.

An example of the circumstances where PA may select a non-nominated athlete under this section includes where an NF has not nominated an athlete for an available qualification slot in a sport.

8. General Conditions

8.1 PA Board

- (a) All rights of PA in relation to the selection of the Team may be exercised by the PA Board. The PA Board is not bound to follow any procedure, may establish its own procedure and derogate from such procedure, or may choose not to establish any procedure in exercising the selection (including without limitation any deselection) functions designated to it.
- (b) To the maximum extent permitted by law, PA, the PA Board and any of their respective officers, members, related bodies corporate, partners, employees or advisers disclaim and exclude all liability for any loss or damage suffered by any person in connection with anything contained in this document, whether arising in contract, tort or equity.

8.2 Modification

These PA General Selection Criteria may be modified by PA at any time without notice. Modified General Selection Criteria will be published on the PA website at <http://www.paralympic.org.au>.

8.3 Detrimental Reliance

No athlete may rely on any acts of, conversations with, inferences made by or any other such dealings with PA (**Acts**) (including any member of the PA Board, the PA staff, any of PA's agents or representatives) in relation to that athlete's nomination, selection, non-nomination or non-selection, unless such Acts are official Acts carried out in accordance with these PA General Selection Criteria.

8.4 Disputes

Any controversy, claim or dispute arising out of, in relation to or in connection with a decision to nominate or not to nominate an athlete in accordance with section 6 of this document must be dealt with in accordance with the dispute and/or appeals provisions contained in the applicable Nomination Criteria.

Any controversy, claim or dispute arising out of, in relation to, or in connection with a decision to select, not to select, or deselect an athlete into or from the Team must be dealt with in accordance with the PA Appeals Process, which is hereby incorporated by reference and set out in the Schedule to this document.

8.5 Governing Law

These PA General Selection Criteria are governed by and must be construed according to the law applying in New South Wales.

8.6 PA Athlete Endorsement, Sponsorship and Fundraising Guidelines

Each athlete acknowledges that they are bound by and will adhere to the PA Athlete Endorsement, Sponsorship and Fundraising Guidelines, as set out in

Attachment 1 and as updated from time to time, and will do all that they are able to ensure that any sponsor of theirs also adheres to them.

8.7 Enquiries

Please direct all enquiries to:

General Manager, Games Delivery
Paralympics Australia

PO Box 596
Sydney Markets NSW 2129
Australia

P: +61 2 9704 0500

E: auspara@paralympic.org.au

Attachment 1 - Endorsement, Sponsorship and Fundraising Guidelines

Athletes must keep PA updated with who their sponsors are. Athletes must also notify the PA Commercial team of any changes should they occur.

PA may ask athletes to participate in marketing and communications activities related to PA and these activities may conflict with personal sponsorship agreements. PA will endeavour to work with athletes to protect personal sponsorship arrangements, but athletes must keep in mind (and avoid the potential for a contractual dispute between the athlete and their sponsor) that the priority for PA is all its athletes, not specific athletes and their sponsors. PA may use an athlete's name, likeness, image, talents, reputation or the fact of his or her membership to the Long List or the Team for advertising, marketing, public relations and fundraising purposes at any time until 30 days following the Paralympic Games Closing Ceremony (6 October 2020).

Athletes must not use any logo or other intellectual property of PA without PA's prior consent. If unsure, please contact PA.

Endorsement Contract with Paralympic Sponsors (including TOP Sponsors)

PA allows Paralympic Sponsors ("Sponsors") to use Paralympic trademarks and/or imagery ("Marks") including the PA name and logo and references to the Paralympic Games and the Australian Paralympic Team, for promotion and advertising purposes. Those Sponsors must submit proposed advertisements, press releases, website and online content, athlete appearances or other promotions to the PA Commercial team for review and approval prior to release.

Endorsement Contract with Unaffiliated Third Party (Non-Sponsors)

In order to ensure that unaffiliated third parties (those who have no official relationship with PA or the IPC or "Non-Sponsors") do not create the false impression that they are a Sponsor of the Games and/or the Australian Team, athletes endorsing Non-Sponsors should make certain that advertising, websites, promotions, etc. focus on the athlete and his/her achievements rather than on the Paralympic Games ("Games"). PA will not allow ambush marketing by Non-Sponsors under any circumstances.

Non-Sponsors may not use any references or Marks in any commercial context without PA's permission before, during or after the Games. Non-Sponsors may submit advertisements containing biographical references to athletes as Paralympians to PA for approval. Such ads are more likely to be approved if the Paralympic reference is balanced by non-Paralympic achievements.

Photography or video footage of athletes from a Games or PA related competition with their medals or Australian Paralympic Team apparel may not be used for commercial purposes.

Compliance with Athlete Advertising Blackout Period

No athlete participating in the Games may allow his or her person, name, picture or sports performance to be used for advertising purposes during the blackout period for each Games. The "**Blackout Period**" generally encompasses the PA Pre-Games Staging Camp, Games period and two days following the Closing Ceremony, but the precise period will be publicised before each Games.

Further, all commercial activity by PA Paralympic Team members not specifically approved by PA for use during the Blackout Period must cease during this period. This applies to congratulatory ads and also to ongoing ad campaigns that are not specifically related to the Games. If an athlete has an apparel line or merchandise that bears his/her image or name, he/she must notify PA 90 days prior to competing in a Games or immediately after being named to the Australian Team, whichever is first, so that PA can review the facts and decide whether or not to approve the item to remain in circulation during the Games.

Use of Trademarks

PARALYMPIC and PARALYMPIAN are trademarks owned by PA. Athletes may use these terms to describe their aspirations (e.g. "my goal is to compete at the Paralympic Games in Tokyo.") or accomplishments ("e.g. Paralympic Gold medallist – Wheelchair Rugby.") but not otherwise. Athletes may not use the PA logo without the express permission of PA.

PA is also the owner of other trademarks and athletes may only use them with permission. Athletes who are in any doubt about whether a trademark belongs to PA should contact PA.

These rules also apply to any words which are deceptively similar to trademarks owned by PA.

Fundraising

The rules in relation to the use of trademarks apply to all forms of fundraising, for instance in fundraising letters, on websites, or on promotional merchandise (t-shirts, bumper stickers, mugs, key chains, etc.) and in whatever form used (e.g. banner headline, part of a domain name, in large or prominent letters).

Websites

Athlete websites should follow the general rules regarding permissible uses of the trademarks and the restrictions on Non-Sponsors. Athletes must separate the Non-Sponsors from all Paralympic references (including photographs from the Games) on their websites. This can be achieved, for example, by placing the athlete's personal sponsors (non-Games Sponsors) on the home page whilst keeping all Paralympic references in a separate section/page of the website, with no reference to any commercial entity.

If an athlete seeks donations or other financial support on his/her website, the fundraising portion of the site should be clearly delineated from PA trademarks and PA imagery, including Games photos. Factual Paralympic references should be made in small type, for example to describe the athlete's goals or achievements, rather than used in banner headlines. Fan websites should be informational and not sponsored by third parties. Websites with commercial affiliation must not use Marks without permission from PA.

Paralympic Footage

Neither athletes nor third parties may use footage of PA related competition or Games competition without the express consent of PA. This requirement includes but is not limited to: use of footage on websites or public exhibition of any kind, whether personally made or acquired by the athlete or acquired from a broadcaster and whether for any personal, commercial or charitable purposes. Please note that the Games broadcaster controls all footage for the Games for a period of time after each of the Games.

Philanthropy

Athletes are encouraged to participate in other philanthropic organisations. Those organisations may use Paralympic biographical references that are specific to the athlete and balanced with other non-Paralympic accomplishments. However such organisations cannot use Paralympic-themed materials, Games footage, medal imagery or photographs of the athlete from the Games in any fundraising efforts, operations or activities. Athletes must disclose to PA in writing any activity or fundraising (this includes any voluntary or paid board or committee representation) for other not-for-profit or charitable organisations.

Athlete Uniform and Apparel

As described in the Athlete Code of Conduct, Australian Paralympic Team athletes must wear the Australian Team apparel issued to them at all official PA functions including but not

limited to: the Games, Sponsor Workshops, Medal Ceremonies, Opening/Closing Ceremonies, press conferences arranged by PA and/or hosted by PA, the IPC, TOCOG and other engagements arranged by PA. At these official functions, athletes may not wear branded apparel or accessories that are not part of the Australian Paralympic Team apparel issued by PA. In addition, during the Opening/Closing Ceremonies and Medal Ceremonies (except in those instances in which medals are awarded at the venue immediately following the competition and PA has granted a waiver for the athlete to wear his or her competition apparel on the podium), athletes must wear PA issued apparel for such ceremony in full, including shoes, hats, caps, sunglasses, or other apparel and accessories that are provided and required.

Other Limitations

PA may impose limitations on personal sponsorships from time to time to further the commercial interests of PA, including through broadcast sponsorships. Any such limitations will be publicised as soon as possible.

Attachment 2 – Selection Appeals Process for the Tokyo 2020 Australian Paralympic Team

1. Introduction

This Schedule contains the appeals process for athletes who are not selected in the Team.

For the avoidance of doubt, this Schedule only applies to appeals against a Selection Decision, not a nomination decision made by an NF. Appeals against a nomination decision must be made in accordance with the applicable Nomination Appeals Process. Athletes should be aware that there is a very short time limit within which they may appeal a Selection Decision. PA strongly encourages athletes to seek independent legal advice before appealing a Selection Decision.

2. Definitions and Interpretation

2.1 Definitions

In this Schedule:

Business Day means any working day on which banks are generally open for business in New South Wales, excluding a Saturday, Sunday or public holiday.

Court of Arbitration for Sport means the Court of Arbitration for Sport, Château de Béthusy, Avenue de Beaumont 2, CH-1012 Lausanne, Switzerland.

Dispute means any controversy, claim or dispute arising out of, relating to or in connection with a Selection Decision.

Nomination Appeals Process means the process of the relevant NF for the resolution of a Nomination Dispute as specified in each NF's Nomination Criteria.

Nomination Dispute means a dispute against a decision by an NF in the case of NF managed sports, to nominate an athlete for consideration by PA to be selected into the Team.

PA means Paralympics Australia Limited, ACN 061 547 984.

Procedural Rules means the Procedural Rules of the Court of Arbitration for Sport.

Team means the Tokyo 2020 Australian Paralympic Team.

Selection Decision means a decision by PA to select an athlete (including you) or not to select you as part of the Team. Or to deselect you from the Team.

You means an athlete who has not been selected into the Team.

2.2 Interpretation

In this Schedule:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) a reference to a document (including this Schedule) is to that document as varied, novated, ratified or replaced from time to time;

- (c) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (d) a reference to an officer of a party includes a reference to a nominee of that officer;
 - (e) a reference to a party, clause or annexure is a reference to a party, clause or annexure to or of this Schedule, and a reference to this Schedule includes all annexures to it;
 - (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (g) "**includes**" in any form is not a word of limitation; and
 - (h) a reference to "\$" or "**dollar**" is to Australian currency.
-

3. Dispute

3.1 Dispute

- (a) Any Dispute, subject to 3.3 of this Schedule, will be referred to (in the first instance) a PA Tribunal in accordance with clause 4. The decision of the PA Tribunal can be appealed by referring the Dispute to the Court of Arbitration for Sport in accordance with clause 5.
- (b) You may not refer a Dispute to a PA Tribunal, or subsequently to the Court of Arbitration for Sport, if the grounds of the Dispute are the same or substantially the same as the grounds of a Nomination Dispute which has already been the subject of a Nomination Appeals Process. A Tribunal established under this Schedule must rule on a plea concerning a breach of the previous sentence as a preliminary question if requested by any party to the proceedings.

3.2 Dispute Notice

- (a) If you wish to refer a Selection Decision to a PA Tribunal, you must give written notice to the Chief Executive Officer of PA before 4.00 pm on the second Business Day after the announcement of the Selection Decision (**Dispute Notice**).
- (b) The Dispute Notice must be sent to PA in accordance with clause 6.1 of this Schedule. PA will forward a copy of the Dispute Notice to your NF (if your sport is governed by an NF).
- (c) Within two Business Days of receipt of the Dispute Notice pursuant to this clause 3.2 or within one Business Day of receipt of the Submission provided in accordance with clause 4.2(a), if the Chief Executive Officer of PA considers that another athlete's position in the Team may be adversely affected by a determination of the Dispute, the Chief Executive Officer may notify that other athlete in writing of the Dispute Notice or the Submission (as applicable), attaching a copy of the Dispute Notice and, if available, the Submission. A copy of any such notice will be given to you and your NF at the same time. Upon receipt of a notification of a desire to become a party (received within two days) as a result by any such notified athlete, that athlete becomes a party to the tribunal hearing conducted pursuant to this Schedule.

3.3 Direct Reference to Court of Arbitration for Sport

Within five Business Days of receipt of the Dispute Notice pursuant to clause 3.2, the Chief Executive Officer of PA may, in his or her sole discretion, refer the matter directly to the Appeals Arbitration Division of the Court of Arbitration for Sport for determination and the provisions of clause 4 will not apply. The procedure for such an appeal is set out in clause 5.

4. PA Tribunal

4.1 Reference to Arbitration

(a) Constitution of the PA Tribunal

- (i) The PA Tribunal will be comprised of three members who are appointed by PA. PA will designate one of the three members to act as Chairperson of that PA Tribunal.
- (ii) Within five Business Days of receipt of the Dispute Notice, PA will designate the PA Tribunal that will hear the dispute and notify the parties of the identities of the members of the PA Tribunal.
- (iii) Should any party to the Dispute challenge the impartiality of any member of the PA Tribunal, the Chairperson, sitting alone, will determine the challenge. If the challenge relates to the impartiality of the Chairperson, the challenge will be determined by an independent legal representative appointed by the CEO of PA.
- (iv) In the event that a challenge to a member of the PA Tribunal is successful, or if for any reason a member is unable to perform his or her function, PA will appoint a replacement member or members.

(b) **(Language)** The language of the arbitration will be English.

(c) **(Proceedings of the PA Tribunal)** The PA Tribunal will convene a hearing as soon as possible after the time limited for the Reply, provided in 4.2(c). The hearing may occur in such a manner as the Chairperson decides, including by telephone or video conferencing. The Chairperson may make such rules for the procedures to be adopted as he or she sees fit. The PA Tribunal is not bound by the rules of evidence. The Tribunal must observe the principles of procedural fairness.

(d) **(Reset times)** Where he or she believes that it is best to do so, taking into account all the known circumstances, the Chairperson may alter the timeframes set out in this clause by notifying all parties of the change.

(e) **(Stay of court proceedings)** Either party may seek a stay of any court proceedings commenced in Australia relating to a matter agreed to be referred to the Appeal Process, pursuant to the *International Arbitration Act 1974* (Cth).

4.2 Written submissions

- (a) **(Submission)** Within five Business Days of giving the Dispute Notice in accordance with clause 3.2(a), you must submit in writing the grounds upon which you dispute the Selection Decision, including any evidence upon which you wish to rely (**Submission**) accompanied by a non-

refundable deposit of \$250 payable to PA. The Chief Executive Officer of PA will forward the Submission to any other athlete as required by this Schedule.

- (b) (**Response**) Within 10 Business Days of receipt of the Submission, the Chief Executive Officer of PA and any other athlete must, if any other athlete wishes to resist the Dispute, communicate to you and the PA Tribunal a written response including any evidence upon which they wish to rely (**Response**).
- (c) (**Reply**) Within five Business Days of receipt of the Response, you may communicate a written reply; including any reply evidence upon which you wish to rely (**Reply**) to the PA Tribunal, the Chief Executive Officer of PA and any other athlete.

4.3 Joinder

The PA Tribunal has the power, on the application of any party to the arbitration or any other athlete, to allow any other athlete who has agreed to be bound by these PA General Selection Criteria and who the PA Tribunal considers has a sufficient interest in the outcome of the arbitration, to be joined in the arbitration as a party. Every athlete consents to such joinder. In the event of such joinder, the PA Tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

4.4 Decision of the PA Tribunal

- (a) The PA Tribunal will provide the parties to the arbitration with a copy of its decision in respect of the Dispute as soon as practicable after the hearing and will provide a written statement of the reasons for its decision to the parties.
- (b) The decision of the PA Tribunal will be binding on the parties to the arbitration and subject only to any appeal to the Court of Arbitration for Sport (the procedure for such appeal is set out in clause 5). The parties agree that no party affected by the Dispute may institute or maintain proceedings in any court or tribunal other than the Court of Arbitration for Sport.

5. Appeal to Court of Arbitration for Sport

5.1 Appeal

Any appeal from a decision of the PA Tribunal under clause 4.4, or any appeal referred by the Chief Executive Officer of PA in accordance with clause 3.3, will be submitted exclusively to and finally resolved by the Appeals Arbitration Division of the Court of Arbitration for Sport (the **Appeal**). Neither PA nor any athletes will institute or maintain proceedings in any court or tribunal other than the Court of Arbitration for Sport.

5.2 Notice of Appeal

If PA or an athlete (**Appellant**) wishes to appeal a decision of the PA Tribunal to the Court of Arbitration for Sport they must give written notice to the other parties to that arbitration (each of whom are referred to as a **Respondent**) within two Business Days of the announcement of the PA Tribunal's decision against which the appeal is made (**Notice of Appeal**). If the appeal has been referred under clause 3.3, then the Dispute Notice will constitute the Notice of Appeal.

5.3 Arbitration

- (a) (**Procedural Rules**) Arbitration pursuant to this clause 5 will be conducted in accordance with the General Provisions and Special Provisions Applicable to the Appeals Arbitration Procedure contained in the Procedural Rules and as otherwise set out in this clause 5. Where there is an inconsistency with the Procedural Rules and this Schedule, the latter will prevail.
- (b) (**Arbitrators**) The number of arbitrators will be three (**Panel**), which arbitrators will be appointed in accordance with the Procedural Rules.
- (c) (**Seat**) Pursuant to Rule 28 of the Procedural Rules, the seat of the arbitration will be Lausanne, Switzerland. Notwithstanding that the seat of arbitration will be Lausanne, the Panel may conduct proceedings in any venue it considers appropriate, having regard to the circumstances of the case. Where reasonably possible the parties will use the services of the Oceania registry of the Court of Arbitration for Sport.
- (d) (**Language**) The language of the appeal will be English.

5.4 Written submissions

- (a) (**Statement of Appeal and Appeal Brief**) Within five Business Days of submitting the Notice of Appeal, the Appellant must file a written statement of appeal with the Court of Arbitration for Sport (**Statement of Appeal**). At this time the Appellant must also communicate a written brief pursuant to Rule 51 of the Procedural Rules (**Appeal Brief**). The Court of Arbitration for Sport will communicate the Statement of Appeal and Appeal Brief to the Respondent.
- (b) (**Answer**) Within 10 Business Days of receipt of the Appeal Brief, each Respondent must, if it wishes to resist the appeal, communicate a written answer (**Answer**) to the Panel, the Appellant and the Court of Arbitration for Sport and all other Respondents in accordance with Rule 55 of the Procedural Rules.
- (c) (**Reply**) Within five Business Days of receipt of the Answer, the Appellant may communicate a written reply (**Reply**) to the Panel, the Respondent and the Court of Arbitration for Sport.

5.5 General Principles

- (a) (**Evidence in writing**) All evidence in chief will be in writing, unless otherwise ordered by the Panel.
- (b) (**Discovery**) The Panel may order a party to the Appeal to produce documents in its custody or control.
- (c) (**Experts**) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the Panel.
- (d) (**Oral hearing**) After consultation with the parties, the Panel will determine whether to conduct the proceedings on the basis of documents and other material alone or whether an oral hearing will be held. In doing so, the Panel will have particular regard to the parties' request for an expedited procedure and the rules of natural justice. If an oral hearing is held, the Panel will conduct the hearing and ensure that the statements made are limited to the content of the written

submissions. Witnesses and experts specified in the parties' written submissions may be heard at the hearing.

- (e) (**Expedited proceedings**) The parties agree that the Panel will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.

5.6 Award Final and Binding

- (a) Any award made by the Panel will be final and binding upon the parties.
- (b) The award will be communicated to the parties as soon as reasonably possible and in any event within two months after filing the Statement of Appeal, unless such time limit is extended pursuant to Rule 59 of the Procedural Rules.

6. General

6.1 Notices

Each communication (including a Dispute Notice) under or in connection with this Schedule:

- (a) must be in writing;
- (b) must be addressed, where applicable, as follows (or as otherwise notified from time to time):

PA

Name: Paralympics Australia
Address: Building A, 1 Herb Elliott Ave
Sydney Olympic Park NSW 2127
Email: info@paralympic.org.au
For the attention of: Chief Executive Officer and a copy to the
General Manager, Games Delivery

Court of Arbitration for Sport

Name: Court of Arbitration for Sport
Address: Oceania Decentralised Office
Level 28, Deutsche Bank Place
Corner Hunter & Phillip Streets
Sydney NSW 2000
Fax: +61 2 9230 5333
For the attention of: Ms Miriam Stiel, Permanent Secretary

Athlete

As specified by the athlete in the Dispute Notice or as otherwise notified from time to time.

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or courier to the address, or sent by email to the number, of the addressee, in accordance with clause 6.1(b); and

- (e) is taken to be received by the addressee:
 - (i) (in the case of delivery by hand or courier) on delivery; and
 - (ii) (in the case of email or fax) at the time in the place to which it is sent equivalent to the time shown in the sent information of the sender of the email or fax, unless the sender receives information which demonstrates (when viewed reasonably) that the sender did not receive the email or fax,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

6.2 Confidentiality

- (a) **(General)** The outcome of the proceeding will remain confidential, unless the parties agree otherwise. If the parties do agree to publicise the results of the proceeding, the award, a summary and/or press release outlining the results of the proceeding will be made public by the Court of Arbitration for Sport.
- (b) **(NF exception)** PA may disclose and discuss with an NF of any party to these proceedings any information (including submissions, rulings, awards and decisions) related to or arising out of arbitration conducted under this Schedule. This action will not amount to a breach of any confidentiality obligations. The NF must keep this information confidential.