**INTERNATIONAL ESPORTS FEDERATION**

**TEMPLATE AGREEMENT**

**CONCERNING PARTICIPATION IN THE NATIONAL ESPORTS TEAM**

**(“Agreement”)**

1. **Subject of the Agreement:**

The subject of the Agreement is to define the mutual rights and obligations of the Parties related to the appointment of the Athlete to the *[National]* Esports Team (hereinafter: **National Team**) managed by the National Federation in the *[Game Title]* for the *[Event]* (including participation of the Athlete in the Regional Qualifiers) organized by the International eSports Federation (hereinafter: **IESF)**.

1. **Parties Obligations:** 
   1. **Athlete’s Obligations:**
      1. By signing the Agreement, the Athlete declares that:
2. has read the provisions of the Agreement, its appendices, and the National Federation regulations and accepts their content;
3. is familiar with the content of all internal IESF regulations regarding participation in the Competition and accepts their content;
4. consents to the processing of their personal data contained in the Agreement for the purposes of National Federation activities related to the management of the National Team and participating in the Competition;
5. is not bound by any contracts or agreements that may limit the rights of National Federation specified in the Agreement with regard to the appointment of the Athlete to the National Team and participation in the Competition, and that by concluding the Agreement, it does not violate the provisions of other agreements or arrangements binding them;
6. will complete all activities necessary for the validity, effectiveness, and enforceability of the Agreement.
   * 1. The Athlete under the Agreement undertakes to participate in all events (esports and promotional) regarding his/her appointment to the National Team and participation in the Competition. In the event that the Athlete is unable to attend any event for which he/she has been nominated by the National Federation, then the Athlete is obliged to inform the National Federation by email or in writing about the reasons for being unable to attend the event at least \_\_\_ days before the event.
     2. The Athlete undertakes to comply with the provisions of the Agreement, the internal rules of the National Federation as well as the rules of the IESF, in particular those governing the organization and participation in the Competition.
     3. The Athlete undertakes to conscientiously, actively, and fully engage in preparation and training, in the amount and time necessary, to obtain optimal physical and mental form for the time of participation in the Competition.
     4. The Athlete declares and ensures that he/she is in good physical and mental condition and that his/her health condition allows him/her to fully properly perform the obligations set out in the Agreement, and that he/she undertakes to immediately report to the National Federation any diseases, injuries and other indispositions affecting or likely to affect for the ability to properly perform the obligations under the Agreement along with the provision of relevant medical certificates and full medical documentation. The Athlete acknowledges and fully accepts that the only possibility to refuse to participate in the Competition is an injury or medical condition that prevents participation in the event, as confirmed by an appropriate medical certificate.
     5. The Athlete acknowledges that for the purposes of participation in the Competition, it is necessary to participate in a minimum of 4 (four) Game athletes and in a situation where the Athlete, despite the conclusion of the Agreement, will not take part in the Competition (regardless of whether for reasons attributable to or beyond the Athlete’s control) other National Team athletes may be deprived of participation in the Competition, and National Federation may be charged with the obligation to reimburse the costs of the planned National Team participation in the Competition under the contract with IESF. In such a situation, the Athlete undertakes to reimburse National Federation for the costs documented by the National Federation that they had to incur due to the non-participation of National Team in the Competition and/or penalties that will be charged to the IESF of the Competition.
     6. The Athlete acknowledges that traveling to the Competition may require the submission of documents and medical certificates required by the IESF or the relevant authorities in the host country of the Competition (in particular, but not exclusively: a copy of the passport, the validity of which will be at least 6 months longer than the date of the end of the Competition; COVID certificate and photos) and undertakes to provide them at each National Federation request. Failure to provide any of the required documents may result in the Athlete being unable to participate in the Competition and constitute grounds for termination of this Agreement with immediate effect.
     7. The Athlete, during the term of the Agreement, undertakes to have an individual account in social media (in particular, but not exclusively, Facebook and Instagram) and active activities in social media channels in order to promote their participation in the National Team and the Competition.
     8. During the whole time of the Competition (esports and promotional events), the Athlete undertakes to visibly wear the sportswear provided by National Federation (or agreed with National Federation). The official IESF uniform design, which will be binding for each national federation (including the National Federation) during the Competition, is attached as Appendix 1 to the Agreement, and the Athlete acknowledges that the National Federation uniform must meet the requirements specified by the Competition organizer and does not submit in this respect any reservations.
     9. The Athlete undertakes to participate in accompanying events related to the participation in the Competition, in particular in press conferences, media training, and photo and film sessions, if such are organized by National Federation and/or IESF.
     10. The Athlete acknowledges and fully accepts that in the event that he/she breaches the provisions of the Agreement, National Federation will have the authority to decide to remove the Athlete from the National Team and terminate the Agreement with immediate effect, as well as request the Athlete to repair for this damage. The National Federation's right referred to in the preceding sentence may be exercised only after the Athlete has been requested, at least by e-mail, to properly perform the Agreement and/or to cease any action that is in breach of the Agreement within a period of no less than 7 (seven) days from the date of delivery of the request and the Athlete has failed to do so within the specified period.
     11. The Athlete assumes responsibility for any damage, destruction, and other material losses caused by him/her during the Competition (in particular damage, destruction, and other material losses, e.g. IESF equipment and/or hotel equipment) and undertakes to cover them based on the list prepared by the National Federation within 3 (three) days of receipt by the National Federation of a notification from the IESF and/or hotel representatives about the identified damage, destruction or other material losses.
   1. **Prohibited behavior of the Athlete:** 
      1. The Athlete understands that he/she represents the National Federation, and shall not act with bad manners including, but not limited to, cheating, doping violence, abuse, racism betting, match fixing, and unsportsmanlike conduct (all indicated actions are treated as a prohibited behavior in the meaning of the Agreement). The Athlete is obliged to refrain from such behavior mentioned in the previous sentence, as well as any behavior that may reduce the value of the services they provide under the Agreement. The prohibited behavior includes in particular but not exclusively:
7. unauthorized absence from or late arrival at any National Team-related event (esports and/or promotional);
8. failure to perform or improper performance of the Athlete’s obligations under the Agreement or other National Federation and/or IESF regulations;
9. non-performance or improper performance of the Athlete’s obligations resulting from internal regulations issued by the IESF in connection with the Competition;
10. using without the consent of the National Federation other equipment than the equipment provided by it (including the sports outfit) during events related to the National Federation, in particular, the Athlete’s participation in the Competitions or events related to the Competition in clothes other than the official National Team uniform provided by the National Federation;
11. making a public negative statement about the National Team, the National Federation or their sponsors / partners, and the IESF;
12. taking action to the detriment of the National Federation, National Team and/or IESF.
    * 1. The Parties jointly declare that the basis for establishing a violation by the Athlete of any of the provisions set out above, there is a written information sent to the Athlete by the National Federation along with an indication of the act violating the provisions of the Agreement or internal regulations of National Federation and/or IESF.
    1. **National Federation’s Obligations:** 
       1. The National Federation represents and warrants that it has the experience and the necessary organizational and financial resources to manage the National Team, including participation in the Competition. The National Federation undertakes to take all possible measures to enable the National Team members (including Athlete) to participate in the Competition, as well as to promote the National Team and the Athlete.
    2. The National Federation is obliged to show respect toward all athletes, consider them to be equal, and be open to their recommendations, opinions, suggestions, and complaints. The National Federation agrees to provide support agreed upon between the Parties (including the following examples: assistance with documentation; equipment or area for practicing in regard to competing; assistance with translation of any documents to avoid confusion).
    3. The National Federation is required to respect the Athlete to the same extent that the Athlete is expected to respect the National Federation.
       1. The National Federation undertakes to provide and/or cover the costs related to the Athlete’s participation in the Competition, i.e.:
13. the cost of airline tickets for the Competition;
14. accommodation costs during the Competition;
15. food costs i.e. breakfast, lunch, and dinner during the Competition;
16. local transport during the Competition (i.e. airport - hotel - airport);
17. access to equipment provided by the IESF during the Competition, including training before the Competition;
18. providing medical assistance during the offline event including the Competition.
    * 1. National Federation undertakes to provide for the Athlete 1 (one) set of sports clothes, in which the Athlete will be required to participate and represent the National Team during the Competition.
19. **Event Roster:**

The National Federation has the right to make all event and tournament roster changes. If the Athlete is unable to perform his or her duties, then the National Federation reserves the right to use a substitute athlete in place of the Athlete. If the Athlete is in breach of any provision of the Agreement and/or regulations specified in the Agreement, then the National Federation reserves the right to remove the Athlete from the roster.

1. **Revenue:** 
   1. The Athlete is entitled to receive from the National Federation 100 % of the financial reward received by the National Federation from the IESF for esports performance during the Competition (in accordance with the applicable distribution of financial rewards established by the IESF and/or the host organizer).
   2. The amount referred to in point 4.1 above shall be paid by the National Federation to the Athlete within 14 (fourteen) days of receipt of the funds by the National Federation from the IESF.
2. **Brand / Image:**

The Athlete agrees to allow the National Federation and the IESF to use his/her image recorded in the national team's uniform and to transfer the image rights under the terms of Appendix No. 1 to the Agreement.

1. **Term and Termination:** 
   1. The Agreement comes into force on the day of its signing.
   2. The Agreement is concluded for a definite period, i.e. from the date of conclusion to December 31, 2024.
   3. The Agreement may be terminated at an earlier date by agreement of the Parties expressed in writing, otherwise null and void.
   4. The Athlete may terminate the Agreement with immediate effect in writing under pain of nullity, in the event of a material breach by the National Federation of contractual obligations, only if such a material breach is not remedied by the National Federation within 14 (fourteen) days from the date of delivery to the National Federation by the Athlete a written notification of this violation or in the event of the Athlete submitting a written statement, otherwise being null and void, that he/she cease to pursue an esports career. The termination of the Agreement will become effective on the day the notification is delivered to the National Federation by registered mail.
   5. The National Federation may terminate the Agreement with immediate effect, in writing, under pain of nullity, in the event of National Federation’s decision to revoke the selection of the Athlete from the National Team or a gross violation of the provisions of the Agreement by the Athlete. A gross violation of the provisions of the Agreement by the Athlete is considered, in particular, but not exclusively:
2. punishing the Athlete with a disqualification penalty of not less than 1 month, ordered by the appropriate entity (e.g. the tournament organizer / game producer);
3. the Athlete’s refusal to participate in an event (esports or promotional) related to the National Team and participation in the Competition;
4. the Athlete committing prohibited behavior specified in point 2.2 of the Agreement;
5. harming the National Federation, National Team and/or IESF.
   1. Each Party is responsible for incorrect performance of the Agreement, as well as for the consequences related to non-performance or incorrect performance of individual obligations under the Agreement, including towards third parties (including the IESF and/or host city organizer), especially in the case that travel, and accommodation has been booked in the Athlete’s name, prior to termination. The Athlete may be accountable to these travel and accommodation fees.
6. **Personal Data:**
   1. In connection with the conclusion and implementation of the Agreement, the Parties share personal data of persons responsible for the performance of the Agreement, to the extent and for the purpose necessary for the performance of the Agreement.
   2. Each Party undertakes to fulfill, on behalf of the other Party, the information obligation towards the above-mentioned persons whose personal data has been / will be made available in accordance with the requirements set out in the provisions on personal data.
   3. The processing of personal data in the scope and purposes other than those expressly indicated in the above provisions is unacceptable.
   4. Each Party undertakes to process the personal data made available to it in accordance with the Agreement, as well as generally applicable national laws that protect the rights of data subjects.
7. **Final provisions:** 
   1. This Agreement contains the entire understanding between the Parties and supersedes all prior and collateral communications, reports, and understandings between the Parties with respect thereto. No change, modification, alteration, or addition to this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.
   2. In the event that any of the provisions of the Agreement is or becomes invalid or ineffective, the remaining provisions of the Agreement shall remain in force and the provision of the ineffective provision of the Parties will be replaced with a provision which legally permissible best serves the implementation of the assumed economic purpose of the invalid or ineffective provision and intention of the Parties.
   3. Any changes and additions to the Agreement shall be made in writing under pain of nullity
   4. The Parties agree that any disputes that may arise in connection with the implementation of this Agreement will be first resolved amicably. In the event of failure to reach an agreement, the disputes will be settled by the (local common courts) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   5. In matters not covered by the Agreement, the provisions of the IESF and other generally applicable provisions of law of the National Federation shall apply in particular.
   6. The Agreement was drawn up in two identical copies, one for each of the Parties.
   7. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.

**SIGNATURES OF THE PARTIES ON THE FOLLOWING PAGE**

| **ATHLETE:**  Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ACTING ON BEHALF OF NATIONAL FEDERATION:**  Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- | --- |

**Appendix no 1 to the Agreement [Consent to use the image of a member of the National Team]**

| **AGREEMENT**  **ON THE USE OF IMAGE** |
| --- |
| The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: **Athlete**), in connection with the conclusion of the agreement regarding participation in the \_\_\_\_\_\_\_\_\_ National Team (hereinafter: **National Team**), I hereby grant (for the duration of the Agreement) to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: **National Federation**), exclusive (only in the scope of using the Athletes image in the national team outfit) consent to the use and dissemination of my image in the national team outfit (i.e. National Federation uniform), name and surname, nickname, signature and voice for advertising, promotional and commercial purposes as regards my participation in the National Team, at the discretion of National Federation. The Athlete also agrees to the National Federation granting further authorization to a third party (especially International Esports Federation and/or host country organizer of the competition) to use and disseminate the image in the national team uniform, name and surname, nickname, signature and voice of the Athlete, for the purposes and scope described in the preceding sentence. The Athlete undertakes to the National Federation that: |
| 1. will not revoke its consent to use and disseminate the image in the uniform of the national team, name and surname, nickname, signature and voice, and consent to grant further authorization to a third party throughout the term of the Agreement; |
| 1. will not bring claims against the National Federation for the protection of personal rights in the scope related to the use and dissemination of their image and for the protection provided for by the provisions of the generally applicable law, with the provision that the use of its image will be in accordance with the provisions of the Agreement and the provisions of generally applicable law. |
| The Athlete acknowledges that all materials using, inter alia, their image, name, nickname, signature, and voice will remain the exclusive, non-transferable, and unlimited property of National Federation, in all the fields of use specified below. For the avoidance of doubt, the Parties declare that, to the extent that the proprietary copyrights to the materials with the Athlete’s participation could belong to the Athlete (should such a situation occur), the National Federation hereby acquires all proprietary copyrights and rights to use derivative rights and to consent to further exercise of derivative rights, as well as related rights to these materials with the participation of the Athlete, in all fields of use specified below, upon their creation, without territorial and time restrictions. |
| The acquisition by the National Federation of the rights to use the image in the uniform of the national team, name, and surname, nickname, signature, voice, proprietary copyrights, derivative, and related rights, takes place in particular with regard to the use of the subject of these rights in any works, use them or their fragments and parts and dispose of them unrestrictedly in all fields of use, including:   1. in the field of recording and reproduction - audiovisual recordings / fixations and reproductions in an unlimited number of copies and editions, using all techniques, including photosensitive, digital, IT, magnetic, printing techniques, in any system and format, on any media, including:    * 1. VHS, BETACAM, BETACAM DIGITAL, DVD and DVD HD tapes;      2. all magnetic carriers that enable operation and assembly using a computer (including films, floppy disks, CD ROM, DVD, blue Ray, cvd , vcr , vcd, dvd video, mc, dat, video8), on portable memory cards ( flash compact disc) , and on other carriers that enable operation and assembly using a computer, in mobile devices (e.g. mobile phone, iPod , iPhone , smartphones, tablet, etc.) and using various types of other multimedia techniques known at the time of concluding the Agreement (including digital and magnetic recording);      3. by introducing to ROM or other types of non-volatile memory of a computer and to non-volatile RAM memory and to servers of computer and telecommunications networks, also generally available such as the Internet, including by placing them in the form of VOD files (also fragmented);      4. using any other techniques known at the time of the conclusion of the Agreement, including printing, reprographic, digital, and magnetic recording techniques, techniques enabling recording and reproduction on items that may be the subject of merchandising, and techniques used to rewrite the fixations made to a different technique / system / type of recording for broadcasting purposes or exchange of media;      5. on everyday items, clothing, and other items that may be the subject of merchandising, including paper, regardless of its type;      6. production of television, radio, and online broadcasts in any format and technique;      7. production of computer, video, and online games in any format and technique; 2. in the scope of trading in the original recordings and copies of the record, on which the subject of these rights, photographic works, their parts or studies made, including abbreviations - the right to market without territorial restrictions, lend and rent recordings / carriers , regardless of the form and the technique of their recording and multiplication, on all carriers, in an unlimited number of copies and editions, all over the world, 3. in the scope of other dissemination of the subject of these rights, parts thereof or studies made, including photographic works, abbreviations:    * + - 1. the right to public performance;          2. the right to public display;          3. public display right;          4. the right to public reproduction;          5. the right to broadcast multiple times (including live or live-to- tape , simulcasting , webcasting , streaming) and rebroadcast by a television and / or radio organization, using wired and wireless vision and / or sound, electronically, analogically, digitally , also in stereo, via terrestrial stations and via satellite around the world, via digital platforms, including PC, Mac, tablets, smartTV , stb , consoles, for all types of TV reception (Video on demand , including aVOD , tVOD model , sVOD , pay per view , catch-up TV), sharing using application and on websites, in closed networks, including the exclusive authorization of broadcasting by other TV broadcasters, rebroadcasting (sublicensing), broadcasting over cable networks, in an unencrypted and encrypted manner, in closed and open circuit, in any technique (including analog or digital), system or format, with or without the possibility of recording, including text, multimedia, Internet, telephone or telecommunications services, mobile television, Internet IP and mobile telephony;          6. the right to make available for a fee and free of charge, after previously saving computers, servers, computer networks, LAN networks, wireless communication systems (e.g. bluetooth ), wireless radio networks (WIFI, etc.), 2G telephony networks and telecommunications devices (GSM), 3G (UMTS) and 4G (mobile rights ) and mobile television, using all devices and platforms, including: PC, Mac, smartTV , stb , console, smartphones, tablets, palmtops using the DVB-H system, other networks and telecommunications devices and mobile, through the VOD service, catch-up TV, pay per view and on portals, using application and websites (also in the form of ringtones and wallpapers) for the general reception of users these networks in the place and time they choose, including for the purposes of interactive play with viewers (downloading wallpapers / photo works, Teleaudio competitions ) and their possible participation in voting, on the website ch / Internet portals and generally available Internet type for the general reception of users of these networks at a place and time chosen by them;          7. any public disclosure of the subject of these rights in such a way that everyone can have access to it at a place and time chosen by them, including via ground stations, via the Internet, interactive media, mobile rights, satellite TV, network cables, telecommunications, multimedia networks, databases, servers or other devices and systems, including third parties in open or closed circuit, in any technique, system or format, with or without the possibility of recording, including the services listed in point f);          8. the right to authorize, on an exclusive basis, the exercise of economic copyrights and related rights to derivative works. |
| The Parties agree that the rights granted under this Appendix to National Federation are time-limited (i.e. they are granted to National Federation only for the duration of the Agreement), so that National Federation will not be entitled to use the image of the Athlete after the expiry of the Agreement, however, the right to use the image of the Athlete shall not expire with the expiry of the Agreement in respect of advertising materials produced during the term of the Agreement and in respect of promotional activities commenced during that period.  **ATHLETE:**  Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |