

# **UNDERTAKING**

By signing this Undertaking, I confirm my commitment to abide by the principles set out and referred to below:

## 1. General Obligations

- 1.1 I understand and accept that, as a representative or a member of an official IWAS organ (or as someone standing for election to an IWAS organ\*), I am a member of the IWAS family and the Paralympic movement. I agree to be bound by the IWAS Memorandum and Articles of Association (Constitution) and to all regulations adopted by the IWAS.
- 1.2 I confirm my commitment to the IWAS Family ethos and I undertake to endorse and support the Vision, Mission and Strategic Plan of IWAS in a spirit of "unity, friendship and sportsmanship".
- 1.3 I acknowledge and agree that while I am carrying out any function for or on behalf of IWAS, I will put the interests of IWAS first and will avoid any situation where my own interests conflict with those of IWAS.

#### 2. Code of Ethics

I have read, understood and will comply with the IWAS Code of Ethics (available from IWAS HQ or from the IWAS Website)

## 3. Specific Obligations

In addition to the obligations set out in the IWAS Code of Ethics and other IWAS regulations, I undertake to:

- i) comply with regulations or decisions as approved by the IWAS organ of which I am a member, representative or candidate for election
- ii) attend all formal meetings and events scheduled by the relevant IWAS organ, except where I am prevented from doing so due to reasons beyond my control, in which case I shall justify any non-attendance to the IWAS organ as requested; furthermore I
- iii) acknowledge and accept that English is the official language of IWAS

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#### 4. Conflict of Interest

I confirm that I have read and understand the relevant Section within the IWAS Code of Ethics, entitled "Conflicts of Interest". I undertake to respect and comply with the obligations contained therein.

## 5. IWAS Assets and Information

I understand that, in the performance of my IWAS duties, I may create, use or be provided with access to IWAS property, records and/or data. I undertake to safeguard the use of such property, records and data in the proper discharge of my function as an IWAS official. The ownership of this information and the related materials remains at all times with IWAS and must be delivered up to IWAS upon direction of an authorised representative of IWAS.

### 6. Intellectual Property Rights

- 6.1 I agree that all intellectual property rights (including copyright, registered and unregistered trademarks, registered and unregistered design rights, database rights and rights in know-how) in materials that have been created by me in my capacity as an IWAS official become the exclusive property of IWAS.
- 6.2 I assign all present and future rights (including copyright and other intellectual property rights) in any documents, designs, concepts, databases or other materials created by me for or on behalf of IWAS or in the course of my involvement in IWAS. I also waive all rights of authorship and other so-called "moral rights" in and to such materials. I undertake to promptly execute any further documents that may be necessary to formalise this assignment of rights as may be requested by the relevant authority of IWAS.
- 6.3 IWAS will provide an appropriate credit to individuals who create relevant materials on behalf of IWAS.

# 7. Gifts, Gratuities & Prizes

- 7.1 I confirm that I have read, understand and will adhere to the obligations outlined in the relevant Section within the IWAS Code of Ethics, entitled "Gifts, Gratuities and Prizes"
- 7.2 I will also comply with IWAS policies as may be in force from time to time in relation to sums paid and received as "Per diem" and/or Honorarium" payments.



#### 8. General

**COMMITTEE** 

I understand that the operations of IWAS are run from the registered Headquarters based at Stoke Mandeville and accept that there are statutory laws and regulations governing Trustees, Directors, finance, staffing, data protection and statutory filing that must be adhered to. Advice in this regard is provided by the Executive Management Committee.

#### 8.1 I further understand that:

- i) any exception to any of these principles must to reported immediately to the IWAS Executive Management Committee and/or the IWAS Executive Board
- ii) if an exception to these principles affects a proposed transaction, that exception must be approved by the Executive Board on independent legal advice before proceeding with the relevant transaction
- failure to comply with these principles will not only be a violation of the IWAS policies, but may also be illegal and could result in civil or criminal liability on my part and;
- iv) any infringement may be subject to further investigation which may lead to sanctions being imposed in accordance with relevant internal regulations and/or Code of Ethics and may eventually lead to the termination of membership, representation, and/or official function on behalf of IWAS

CANDIDATE FOR ELECTION TO IWAS POWERCHAIR HOCKEY EXECUTIVE

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<sup>\*</sup>Body within IWAS (e.g. committee, subcommittee or commission)