FINAL VERSION 5th FEBRUARY 2014

AFFILIATION AGREEMENT

BETWEEN

THE BRITISH JUDO ASSOCIATION (BJA)

AND

THE BRITISH JUDO COUNCIL (BJC)

- 1. The parties to this agreement are the British Judo Association, whose registered address is a company registered in England and Wales whose registered office is at Suite B, Loughborough Technology Park, Epinal Way, Loughborough, LE11 3GE ("British Judo") and whose registered number is 01393958 and the British Judo Council, whose registered address is 37, High Street, Stalham, Norfolk NR12 9AH
- 2. This agreement continues the relationship which was founded by the Affiliation agreement signed by representatives from both organisations on 1st September 1994 and the definitions contained in that section 3 of that document are adopted for the purposes of this agreement.
- 3. The BJA recognises the right of the BJC to exist as an independent and autonomous organisation. Nothing in this agreement creates any form of merger or subsuming of the BJC into the BJA. This autonomy includes, but is not limited to:
 - (i) Full technical autonomy, including the right to award its own grades;
 - (ii) Full financial and administrative autonomy;

- (iii) The right to organise their own events;
- (iv) The right to participate in international events
- (v) The right to have a representative squad (known as Team BJC).
- 4. The BJC recognises and supports the BJA as the governing body for judo in the United Kingdom and as the recognised Judo body by The International Judo Federation, The European Judo Union, The Judo Confederation of the European Union, The British Olympic Association, Commonwealth Judo Association, and the Commonwealth Games Council.
- 5. From 1st January 2014, the BJC will pay to the BJA Charity (British Judo Trust) a donation calculated as follows:
 - (i) The number of full members of the organisation for the previous accounting year will be identified by the Chief Executive of the BJC and verified by the Chairman of the Headquarters' Committee (Management Committee) and Treasurer of the BJC;
 - (ii) That number will be multiplied by £2.00;
 - (iii) The donation for the coming year will be that sum of money;
 - (iv) The donation will be paid in four equal instalments on the last day of March, June, September and December of that year.
- 6. The BJC shall, at the start of each year, provide to the BJA a list of current members' names, dates of birth and membership numbers. This list shall be kept securely and no contact or correspondence with BJC members shall take place unless expressly authorised, in writing, by the President of the BJC, the Chief Executive or the Chairman of the Headquarters' Committee.
- 7. The BJA undertakes that any other organisation which affiliates members to the BJA will be required to pay/donate no less than £2.00 per member in the same way. Should the BJA wish to vary the amount downwards for any purpose then the BJC should also be entitled to a reduction in the rate donated per member. This clause specifically excludes any arrangement currently in place with the Amateur Judo Association.

- 8. The BJA will identify on its website and in official reports that the BJC is affiliated to the BJA.
- 9. The BJA will provide to the BJC a letter which confirms that the BJC is affiliated to the BJA and, as such, is to be regarded as properly affiliated to the National Governing Body for judo. This letter may be copied by members of the BJC for use in applications for grants, venues and any other proper purpose related to the practice of judo.
- 10. The BJC will state on their website and headed paper that they are affiliated to the British Judo Association, the National Governing Body for Judo (or words to the same effect).
- 11.No BJC member shall be required to take out a BJA licence in order to participate in any event organised by the BJA or its affiliates (save for any event where the International Judo Federation, European Judo Union and Continental Federation requires such a licence to be taken out as a prerequisite for participation). The fact that the member holds a current BJC licence will be sufficient for entry.
- 12. Similarly, no BJA member will be required to take out a BJC licence in order to participate in BJC events.
- 13. The BJA retains the right to organise "closed" events not open to any affiliates but will not do so in any way to thwart the spirit of this affiliation.
- 14. The BJC retains the right to organise "closed" events, in particular but not exclusively, to foster and develop BJC judo priorities amongst its members.
- 15. The BJA will specifically permit BJC members and clubs to participate in Clubmark and any other such "kitemark" qualifications.

- 16.The BJA will not, in any way, seek to undermine the BJC or its clubs. In particular, where BJC clubs operate in a particular venue, BJA instructors will not teach or hold events in that location (without prior consultation with the BJC instructor or the BJC). The BJC and its instructors will reciprocate this courtesy.
- 17.Both organisations are committed to the development of judo in the UK. To that end, where taster courses and the like are organised, any list of clubs given shall include local BJA and BJC clubs (unless the person running the course has a club in the area for which the taster course is a means of obtaining members).
- 18. Representatives of the BJA and BJC shall meet at least three times a year to discuss matters of mutual interest. Further agreements on specific issues may be made and annexed to this agreement.
- 19. The termination provisions in the agreement of 1st September 1994 continue to apply.

The termination provisions of 1st September 1994 are:

- (a)This agreement may be terminated by the giving of three months notice in writing by either party (or one month in the event of a breach of this agreement by the party not giving notice)
- (b)Upon notice of termination being given the BJC shall only be obliged to make the next due quarterly payment (as defined in Clause 5 above) and following this payment there shall be no further moneys payable to the BJA.
- (c) Nothing in this agreement is intended to affect or interfere in any way with the separate legal status of the British Judo Association or BJC Limited]

SIGNED:
On behalf of the British Judo Association
Dated:
On behalf of the British Judo Council
Dated: