



INTERNATIONAL  
**NETBALL**  
FEDERATION

Congress 2019

### Item 13 INF Articles of Association

The INF Board is proposing a number of changes to the Articles of Association which fall into three broad categories:

- Changes recommended to Members by the Board following the external benchmarking of INF Governance
- Changes reflecting Membership; the Associate Members Status, readmission of suspended Members and Membership of Regional Federations.
- Changes to make the Articles gender neutral

This paper explains the background and rationale for the changes beginning with those arising from the external review of governance.

#### **Governance Review**

Goal 1 of the Netball 2020 strategic plan is to *'Maintain an exemplary Governance Framework that is the benchmark for the sport of netball'*.

Following the self-assessment of Governance, completed in 2016, the INF Board set out to demonstrate the INF's commitment to 'Governing with Integrity' by engaging iTrust Sport to undertake a review of our governance and provide a benchmark for INF to aspire to.

The full report may be downloaded from the INF website here:

[www.netball.sport/inside-inf/governance/governance-benchmarking](http://www.netball.sport/inside-inf/governance/governance-benchmarking)

*'The analysis suggests that the INF achieves solid and consistent governance standards across all the areas of assessment. The INF scored fractionally above the median for summer Olympic international federations, who were assessed on the same basis. This is a good performance considering the modest financial resources available.'* Rowland Jack, iTrust Sport

iTrust Sport made two recommendations regarding the electoral system of INF which would require the approval of Members as they relate to the Articles of Association:

- Electoral system recommendations
  - Remove exemption to term limits allowed for "exceptional circumstances"
  - Consider adding an independent, non-executive director to the board

#### **Term Limits**

The Board considered the benefits and risks of imposing strict term limits for Board Members.

INF first introduced Director term limits in 2013 and the IOC is recommending limits as best practice.

Term limits ensure a periodic injection of new people and ideas and provide an opportunity to refresh the skills-base of a Board to suit its purpose and current objectives. Establishing term



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limits for Board members may also open up opportunities for new or younger members to become actively involved in the administration of the sport.

You will be aware that the INF President and two of the INF Regional Directors (Europe, Oceania) will be stepping down in July 2019; they have reached their maximum term on the Board.

The current articles include an exemption which provides the potential for the INF to not comply fully with the intention of the article. The relevant clause allows for 'exceptional circumstances'.

The deletion of 'save in exceptional circumstances' was recommended by the independent review of INF governance completed by iTrust Sport as an area for improvement and the Board agreed this was an important principle that should be followed in all cases.

Furthermore the Board believes that the limit of 3 terms should apply in all cases and that once that term had been reached then a Director should not be able to re-join the Board at a later stage.

The changes to the Articles to effect this change are explained in the next paper.

### **Independent Directors**

In preparation for the election for the President and Finance Director of the Federation in July 2019 the Board commissioned an external governance advisor from the consultancy Value Alpha, to assist in a review of the role of the Board and the Directors and consider succession planning. Two workshops were carried out at the July and November Board meetings.

During these workshops the Board considered the fundamental purpose of the Board and the role of Directors.

The Board reflected on the latest thinking in governance which considers the benefit of having independent non-executive directors on a Board.

Such Directors may enhance decision making by providing objective scrutiny and offering an independent perspective, drawing on their current and previous experience from outside of the organisation.

Having an element of independence in an organisation's governance structure often enhances the reputation of the organisation and makes it a more favourable proposition to potential partners, investors or sponsors. In some funded organisations, much of the Board is independent.

In order to unlock the value deemed from having an element of independent challenge in the decision-making process, the INF Board is recommending that 2 of the 9 directors of the Board should be independent directors.



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The INF Board is proposing that the Vice-President and further Director roles become Independent Non-Executive Directors appointed by a Nominations Committee rather than by an election.

### **Nominations Committee**

The structure for the Nominations Committee is to be confirmed but INF proposes that it should include:

- the President, who shall chair the NC;
- a person as determined by the Board with experience in governance/director appointments who is independent of the INF and Member Associations;
- a person appointed specifically to the role by the Members by an Ordinary Resolution who is not a current Board Director.

Nominations would be sought by an open recruitment process. The INF may advertise publicly and invite applications and nominations for the position from Member Associations. However if the individual is appointed they must not be a director, employee or Consultant of a Regional Federation or a Member.

The changes to the Articles to effect this change are explained in the next paper.

### **Changes reflecting Membership**

There are a number of changes proposed in the articles that are proposed to clarify the status of Associate Members and to explain clearly how Members suspended for the non-payment of Membership fees are reinstated.

The articles state 'one country one full member' however in practice INF would only recognise one member of any category per country therefore the word 'full' should be removed

The INF Board reviewed the membership fee structure in 2018 and clarified the responsibilities of Associate Member. The board is therefore recommending that this is reflected in the articles.

Furthermore the Board is recommending that all Associate Members must also be fully paid up Members of the relevant Regional Federation.

The changes to the Articles to effect this change are explained in the next paper.

### **Changes to make the Articles gender neutral**

Use of non-gender language (they and their, instead of she/he and her/his) ensures all those who wish to participate in any aspect of netball activities at meetings and International Events are treated fairly, equally and with respect, irrespective of their gender.

The changes to the Articles to effect this change are explained in the next paper.



**Purpose of this paper**

This document outlines proposed changes to the Articles of Association recommended to Congress by the INF Board.

Changes may only be approved by special resolution at Congress and require 75 per cent or more of those persons attending and entitled to vote to be in favour of those changes.

(A special resolution may also be approved by email vote but this method does not provide the Membership the opportunity to discuss and question the proposed changes and provide their opinion for others to hear.)

**Proposed Changes**

	MEMBERSHIP
Article	Current
3.1	One country, one Full Member
	Proposed
3.1	One country, one <b>Full</b> Member
	Rationale
	Delete the word Full as this should apply to Associate members as well. When these articles were first drafted INF had two Associate Members in the UAE (Dubai and Abu Dhabi) – this is no longer the case as they have joined forces as United Arab Emirates Netball.
Article	Current
3.1.1	Full Membership of the Company is open to one Member per Country. The sole and exclusive authority of a Full Member to govern Netball at national level will extend as far as the political boundaries of the Country that it represents.
	Proposed
3.1.1	<b>Full</b> Membership of the Company is open to <b>either one Full or Associate</b> Member per Country. The sole and exclusive authority of a <b>Full</b> Member to govern Netball at national level will extend as far as the political boundaries of the Country that it represents.
	Rationale
	Same as 3.1
Article	Current
3.2.2	Any National Association (or other entity) that is not a Full Member will be eligible to be and to remain an Associate Member where, in the opinion of the Board, it can usefully contribute to

	the business of the Company, both at the time it applies for membership and at all times thereafter.
	Proposed
3.2.2	<p>To be and to remain an Associate Member, a National Association (or other entity) that is not a Full Member must satisfy (both at the time it applies for membership and at all times thereafter) the following requirements:</p> <ul style="list-style-type: none"> <li>(a) It can in the opinion of the Board usefully contribute to the business of the Company;</li> <li>(b) it must be a fully paid up member of the relevant Regional Federation;</li> <li>(c) it must claim the exclusive right to govern Netball in its Country, i.e. it must not recognise any other body's claim to govern Netball in its Country (other than by exercise of powers delegated to that other body by the National Association); and</li> <li>(d) it must have agreed with the Company a pathway to become a Full Member (for achievement within five years of being accepted as an Associate Member, or, if the Associate Member is already a Member of the Company as at [day] [month] 2019, within five years of that date, unless in either case that timeframe is extended by Special Resolution of the Board).</li> </ul>
	Rationale
	To ensure consistency of membership between INF and Regional Federations and to reflect the change made in 2019 in respect of the fee structure for Associate Members, mandating them to move toward Full Membership.
Article	Current
	[None]
	Proposed (new article)
3.5.2	A Member that has been suspended pursuant to Article 3.5.1 and subsequently pays its outstanding annual subscription in full prior to or on 31 December of the calendar year in which the subscription is due will be automatically readmitted to membership.
	Rationale
	Added for clarity - the articles were silent on this matter. Note: Clause numbers or the remaining articles in 3.5 will change as a result.
Article	Current
	[None]
	Proposed (new article)
3.5.4 (c)	An Associate Member fails to become a Full Member in accordance with the agreed pathway and timeline pursuant to Article 3.2.2(d);
	Rationale

	To reflect the change made in 2019 in respect of the fee structure for Associate Members, mandating them to move toward Full Membership.
	CONGRESS
Article	Current
5.1.2	<p>Congress has supreme and ultimate authority in relation to the affairs of the Company, including sole and exclusive authority to:</p> <ul style="list-style-type: none"> <li>(a) amend the Memorandum and Articles (which may only be effected by Special Resolution);</li> <li>(b) establish and amend the official rules of the game of Netball (which may only be effected by Special Resolution);</li> <li>(c) admit a Member;</li> <li>(d) expel a Member; and</li> <li>(e) elect the President, Vice-President, Finance Director and one further Director in accordance with Articles 6.1.2 to 6.1.11.</li> </ul>
	Proposed
5.1.2	<p>Congress has supreme and ultimate authority in relation to the affairs of the Company, including sole and exclusive authority to:</p> <ul style="list-style-type: none"> <li>(a) amend the Memorandum and Articles (which may only be effected by Special Resolution);</li> <li>(b) establish and amend the official rules of the game of Netball (which may only be effected by Special Resolution);</li> <li>(c) admit a Member;</li> <li>(d) expel a Member; and</li> <li>(e) elect the President and, <del>Vice-President</del>, Finance Director <del>and one further Director</del> and appoint the Vice-President and one further Director in accordance with Articles 6.1.2 to 6.1.11.</li> </ul>
	Rationale
	<p>The INF Board is proposing that the Vice-President and further Director roles become Independent Non-Executive Directors appointed by a Nominations committee.</p> <p>There are several reasons why it is beneficial to have independent non-executive directors on a Board i.e. they enhance decision making by providing objective scrutiny and offering an independent perspective, drawing on their current and previous experience from outside of the organisation.</p> <p>Having an element of independence in an organisation's governance structure often enhances the reputation of the organisation and makes it a more favourable proposition to potential partners, investors or sponsors. In some funded organisations, much of the Board is independent.</p> <p>In order to preserve the value deemed from having an element of independent challenge in the decision-making process, the INF Board is recommending that 2/9 of the Board should be independent directors.</p>
	THE BOARD
	Current
6.1.1	<p>The Board will be comprised of:</p> <ul style="list-style-type: none"> <li>(a) the President, Vice-President, Finance Director and one further Director, each elected in accordance with Articles 6.1.2 to 6.1.11 (and each of whom must not be a director, employee or Consultant of a Regional Federation or a Member); and</li> <li>(b) one Director from each of the five Regional Federations, each elected in accordance with Articles 4.2 and 6.1.9.</li> </ul>

	(c) the Corporate Director
	Proposed
6.1.1	The Board will be comprised of: (a) the President , Vice-President, Finance Director and one further Director, each elected <b>or appointed</b> in accordance with Articles 6.1.2 to 6.1.11 (and each of whom who must not be a director, employee or Consultant of a Regional Federation or a Member); (b) one Director from each of the five Regional Federations, each elected in accordance with Articles 4.2 and 6.1.10. (c) the Corporate Director
	Rationale
	See 5.1.2
	Current
6.1.4	Prior to the election, each nominee will be given the opportunity to be heard by Congress (for a maximum of five minutes) and Congress will have the opportunity to ask questions of the nominee (for a maximum of 15 minutes).
	Proposed
	Prior to the election, each nominee will be given the opportunity to be heard by Congress (for a maximum of five minutes) and Congress will have the opportunity to ask questions of the nominee <del>(for a maximum of 15 minutes).</del>
	Rationale
	The timing of questions should be at the discretion of the chair and determined by the number of nominations to ensure fairness and equity for all candidates and that Members have an opportunity to ask questions of all candidates.
	Current
6.1.5	Elections will be conducted by secret ballot in the following order (where applicable): (a) Election for President. (b) Election for Vice-President. If the elected President is also a nominee for Vice-President, she will be automatically removed from the election for Vice-President. (c) Election for Finance Director. If the elected President and/or Vice-President is also a nominee for the role of Finance Director, she will be automatically removed from the election for Finance Director. (d) Election for one further Director. If the elected President, Vice-President and/or Finance Director is also a nominee for the further Director role, she will be automatically removed from the election for the further Director.
	Proposed
6.1.5	Elections will be conducted by secret ballot in the following order where applicable: (a) Election for President. (b) Election for Finance Director. If the elected President is also a nominee for the role of Finance Director, they will be automatically removed from the election for Finance Director.
	Rationale
	If Congress approves the introduction of Independent Non-Executive Directors, there be 2 elections at Congress.

	Current
	[None]
	Proposed – new article
6.1.7	The appointment by the Congress of the Vice-President and one further Director will be made on the recommendation of the Board following an open, publicly advertised recruitment process led by the Nominations Committee. The procedure shall be formal, rigorous and transparent, and all recommendations for appointment will be made on merit in line with the skills required of the Board.
	Rationale
	<p>A nomination committee has responsibility for leading the Board appointments process on behalf of the Company for and making recommendations to the Board.</p> <p>In respect of Board appointments, this includes evaluating the Board’s current capability against the agreed skills matrix, and, in light of this evaluation, agreeing a description of the role and capabilities required for a particular appointment.</p> <p>Terms of reference for the nomination committee would be agreed by the Board; these terms of reference and reports on the committee’s work would be made available on the INF website in the interests of transparency.</p> <p>Note: Clause numbers or the remaining articles in 6.1 will change as a result and the references to elected amended to read elected or appointed.</p>
	Current
6.1.10	<p>Subject to Article 6.1.11, save in exceptional circumstances no Director (other than the Corporate Director) may serve more than three consecutive terms provided however that when a Board Member is elected or appointed to fill a vacancy on the Board and</p> <p>(a) the unexpired term of their predecessor in office is for two or more years, such term shall constitute a full term and the Board Member may serve two additional consecutive four year terms following the completion of the filled vacancy term; or</p> <p>(b) the unexpired term of their predecessor in office is for less than two years, the term shall not constitute a full term and the Board Member may serve three additional consecutive four year terms following completion of the filled vacancy.</p>
	Proposed
6.1.11	<p><del>Subject to Article 6.1.11, save in exceptional circumstances n</del> No Director (other than the Corporate Director) may serve more than three consecutive terms provided however that when a Board Member is elected or appointed to fill a vacancy on the Board and</p> <p>(a) the unexpired term of their predecessor in office is for two or more years, such term shall constitute a full term and the Board Member may serve two additional consecutive four-year terms following the completion of the filled vacancy term; or</p> <p>(b) the unexpired term of their predecessor in office is for less than two years, the term shall not constitute a full term and the Board Member may serve three additional consecutive four-year terms following completion of the filled vacancy.</p>
	Rationale

	<p>Term limits ensure a periodic injection of new people and ideas and provide an opportunity to refresh the skills base of a Board to suit its purpose. Establishing term limits for Board members may also open up opportunities for new or younger members to become actively involved in the administration of the sport.</p> <p>The deletion of 'save in exceptional circumstances' was recommended by the independent review of INF governance completed by iTrust Sport as an area for improvement. The statement provided the potential for the Board to not comply fully with the intention of the article.</p> <p>Article 6.1.11 will be deleted so reference to it should be deleted as well.</p>
	Current
6.1.11	Save in exceptional circumstances, the existing 'elected' Directors as at 22 <sup>nd</sup> August 2013 may (in respect of their current term of office only) serve no more than four consecutive terms.
	Proposed
	Remove
	Rationale
	No longer applicable.
	Definitions
	Current
	<b>Board</b> means the board of Directors, elected pursuant to Articles 4.2 and 6.1.1 to 6.1.11.
	Proposed
	<b>Board</b> means the board of Directors, elected <b>or appointed</b> pursuant to Articles 4.2 and 6.1.1 to 6.1.11.
	Rationale
	In the proposed changes the Vice-President and further directors are not elected.
	Current
	<b>Director</b> means a director of the Company, elected pursuant to Article 4.2 or 6.1.1 to 6.1.11.
	Proposed
	<b>Director</b> means a director of the Company, elected <b>or appointed</b> pursuant to Article 4.2 or Articles 6.1.1 to 6.1.11.
	Rationale
	In the proposed changes the Vice-President, Finance and further directors are not elected.
	Current
	(None)

	Proposed
	<b>Nominations Committee</b> means the committee appointed by the Board pursuant to Article 8.1 that is responsible for developing and maintaining a formal, rigorous and transparent procedure for making recommendations on appointments and reappointments to the Board in accordance with Article 6.1.7.
	Rationale
	In the proposed changes the Vice-President and further directors are appointed.
	Current
	<b>Vice-President</b> means the person elected pursuant to Article 6.1.5(b).
	Proposed
	<b>Vice-President</b> means the person appointed pursuant to Article 6.1.7.
	Rationale
	In the proposed changes the Vice-President is appointed.
	Use of gender neutral language
	Current
	'She' or 'He' and 'Her' or 'His' throughout the document
	Proposed
	Replaced with 'They' and 'Their'
	Rationale
	Use of non-gender language ensures all those who wish to participate in any aspect of netball activities at meetings and International Events are treated fairly, equally and with respect, irrespective of their gender.

**INTERNATIONAL NETBALL FEDERATION LIMITED**

**ISLE OF MAN**

**COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**1. PRELIMINARY**

- 1.1 The model articles of association contained in the schedules to the Companies (Model Articles) Regulations 2006 shall not apply to the Company. Instead the provisions set out in this document, as amended from time to time, shall constitute the Articles of Association of the Company.
- 1.2 The official language of the Company is English.
- 1.3 Capitalised terms in these Articles will have the meanings given to them in Article 17.

**2. PURPOSES, POWERS AND AUTHORITY**

- 2.1 The Company's fundamental purposes are:
- (a) to promote, improve and develop Netball globally, at all levels, in accordance with the ideals and objects of the Olympic and Commonwealth movements, and without any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity;
  - (b) to act as the sole ultimate governing body for the sport of Netball throughout the world, governing and regulating the sport at international level, and recognising the authority of Regional Federations and National Associations to govern and regulate the sport at a regional/national level in accordance with, and subject to, the Company's ultimate authority over the sport;
  - (c) to protect the independence and autonomy of the Company and its Regional Federations and Members to govern and regulate the sport (including exercising the right of democratic elections) free from any outside influence;
  - (d) to control the organisation and scheduling of the sporting calendar (including competitions denoted as "world" and "international" championships, or similar) in accordance with the best long-term interests and priorities of the sport as a whole;
  - (e) to promote international competition and the organisation of international events to world class standards by the Company and/or on its behalf;
  - (f) to preserve the integrity of the sport, including by adopting rules implementing the World Anti-Doping Code and other appropriate codes of conduct and regulations, and ensuring that such rules, codes and regulations are enforced at all Netball events sanctioned by the Company, a Regional Federation and/or a Member (as applicable);
  - (g) (g) to empower Netball's Participants, through education, training and the development of skills, and specifically to promote the development of excellence in administration, evaluation and assessment, coaching, tuition, and the provision of officiating opportunities in all Regions;
  - (h) to examine and promote research and development and the dissemination of information in all areas relating to Netball;

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- (i) to promote integrity and a high standard of ethics by establishing and maintaining an efficient administration to control, regulate and direct the affairs of the Company and the sport of Netball, and foster good governance by Regional Federations and Members;
- (j) to maintain Netball on the Commonwealth Games programme and to strive for the addition of Netball to the Olympic programme;
- (k) to assume responsibility for the technical control and direction of Netball at the Commonwealth Games and the Olympic Games;
- (l) to support the development and promotion of netball through partnership relations with governments, non-governmental organisations and other organisations;
- (m) to promote the establishment and expansion of sports facilities worldwide, encouraging sustainable and responsible development schemes and respect for the environment; and
- (n) to promote the safeguarding and welfare of all Participants in netball.

2.2 Without prejudice to section 21 of the Act, in furtherance of its purposes the Company may, without limitation:

- (a) amend its Memorandum and Articles to make further provision for the management and control of the sport of Netball and/or the affairs of the Company, its Regional Federations and/or Members, and for the resolution of disputes relating thereto;
- (b) establish Regulations concerning the conduct of the sport of Netball throughout the world, including the official rules of the game, a code of ethics for those involved in the governance of Netball, rules governing eligibility of players to represent a National Association in International Events, rules governing the sanctioning and/or conduct of events (including national events), and codes of conduct for participants in events;
- (c) apply and enforce the Memorandum, these Articles and the Regulations, and/or ensure their application and enforcement by Regional Federations and/or Members, throughout the sport;
- (d) organise and/or sanction the organisation of International Events;
- (e) raise funds to finance the activities of the Company by any available means, including by seeking donations and/or grants (including grants from the International Olympic Committee), by levying subscriptions and other fees (for example, fees for sanctioning events) from Members, as well as by exploiting the commercial assets of the Company, including its intellectual property rights and any sponsorship, broadcasting and/or other commercial rights that it controls, including the commercial rights to International Events;
- (f) employ and pay any person(s) (including by way of salaries, wages, charges and pensions) to supervise, organise and carry out the work of the Company;
- (g) purchase, lease or otherwise acquire any property or other rights and privileges, construct, maintain and alter any buildings or premises, and/or sell, let, mortgage, dispose of, turn to account or otherwise deal with any or all of the property or assets of the Company;
- (h) invest any funds in such manner as thought fit;
- (i) establish, acquire or otherwise control other legal entities such as foundations, trusts or corporations;

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- (j) insure, arrange insurance for and/or indemnify its officers, servants, voluntary workers and such other persons as thought fit in respect of work carried out in the performance of their duties;
- (k) establish and/or assist in the establishment of Regional Federations; and
- (l) exercise all such other rights, powers and authorities and take such other lawful actions as may be considered necessary or desirable to achieve its purposes.

2.3 All Regional Federations and Members, as well as all of the Company's constituent bodies, officers, employees and appointees (including, without limitation, any person holding any Company appointment or sitting on any Company board or committee), and all persons participating in any way in activities controlled and/or sanctioned by the Company (including, without limitation, any person who is involved in organising and/or participates as a player, umpire, tournament official or team official in any International Event), will be deemed to have agreed and acknowledged that:

- (a) the Company has sole ultimate authority over the governance, regulation, and playing of Netball;
- (b) they shall not become a member of or recognise or otherwise support any organisation with similar objects to the Company unless that organisation is recognised by the Company;
- (c) they are bound by and must comply with the Memorandum, these Articles and the Regulations, and with the decisions taken by the Company and its constituent bodies (including Congress, the Board, and other duly appointed officials and bodies of the Company) pursuant to and in application and enforcement of the Memorandum, these Articles and the Regulations; and
- (d) they submit to the jurisdiction of the CAS to hear and determine disputes as set out in these Articles and the Regulations, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever;

and the Company may from time to time require any of them to execute a written agreement (in a form to be determined by the Board) confirming that acknowledgement and agreement.

2.4 Without prejudice to Article 2.3, each Member will procure (by suitable provision in its own constitution, in a form approved by the Board) that each of its members and all persons under its jurisdiction acknowledges and agrees on her/its own part to each of the matters set out in Article 2.3.

### **3. MEMBERSHIP**

#### **3.1 One Country, one Full Member**

3.1.1 Full Membership of the Company is open to one Member per Country. The sole and exclusive authority of a Full Member to govern Netball at national level will extend as far as the political boundaries of the Country that it represents.

#### **3.2 Criteria for membership**

##### *Full Members*

3.2.1 To be and to remain a Full Member, a National Association must satisfy (both at the time it applies for membership and at all times thereafter) the following requirements:

- (a) it must be concerned solely and exclusively with the administration, organisation and playing of Netball and not with any other sport (provided that the Board may make

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special and temporary exceptions from this requirement in respect of new and/or small National Associations);

- (b) it must be a fully paid up member of the relevant Regional Federation;
- (c) it must claim the exclusive right to govern Netball in its Country, i.e. it must not recognise any other body's claim to govern Netball in its Country (other than by exercise of powers delegated to that other body by the National Association);
- (d) its constitution must declare its opposition to any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity, and its formal undertaking to be bound by and to comply with the obligations placed on Members pursuant to the Memorandum, the Articles and the Regulations;
- (e) its constitution (as amended from time to time) must comply with the Memorandum, the Articles and the Regulations; and
- (f) it must be solvent.

#### *Associate Members*

3.2.2 Any National Association (or other entity) that is not a Full Member will be eligible to be and to remain an Associate Member where, in the opinion of the Board, it can usefully contribute to the business of the Company, both at the time it applies for membership and at all times thereafter.

### **3.3 Applications for membership**

3.3.1 Only the Full Members may admit an application for membership. Applications for membership may be made as follows:

- (a) Any entity wishing to become a Member in respect of a Country for which there is no current Member must apply in writing to the Board.
- (b) A Member may not transfer its membership of the Company without the prior written permission of the Company. A Member may apply in writing to the Board for such permission, and the proposed transferee must also be a party to the application.
- (c) Where a Member has been suspended from membership of the Company, another entity may apply in writing to the Board to be admitted in place of that Member. Upon receipt, the CEO will send a copy of the application to the suspended Member, which will have 30 days from receipt of the application to notify the CEO if it disputes the application. Congress will consider the application at its next ordinary meeting. If the suspended Member has given notice by the required deadline, it will be given the opportunity to be heard by Congress before any final decision is made on the application. Any such decision will be subject to appeal by the suspended Member to CAS in accordance with Article 15.1(a).
- (d) Any other type of application for membership may be made in writing to the Board.

3.3.2 All applications for membership under Article 3.3.1 must be made in writing, in such form as prescribed by the Board from time to time, and must be accompanied by:

- (a) a copy of the written constitution of the applicant;
- (b) a list of the names, residential addresses, email addresses, telephone and fax numbers of the principal office holders of the applicant and, where appropriate, its most senior employee;

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- (c) the most recent annual accounts of the applicant;
  - (d) an application entry fee pursuant to Article 3.6;
  - (e) evidence establishing that the applicant satisfies the criteria set out in Article 3.2; and
  - (f) any further information requested by the Board.
- 3.3.3 On receipt of an application for membership, the Board will submit the application to Congress or circulate a written resolution (as appropriate), along with its recommendations as to acceptance of the application. If an application for membership is to be considered at Congress, it must be received by the Board at least 45 days before the date of the relevant Congress.
- 3.3.4 Except as otherwise provided by these Articles, applications for membership will be determined by Special Resolution (either by Congress or by written resolution of the Full Members), at the absolute discretion of the Full Members and without any obligation to give reasons.
- 3.3.5 Where more than one entity applies to be a Full Member in respect of a Country for which there is no current Full Member, the competing claims will be resolved as follows:
- (a) The Board will specify the criteria by which the competing claims are to be assessed.
  - (b) The Board will consider (or will appoint appropriate persons to a committee to consider) the competing claims, in accordance with a fair and impartial process, and make a written recommendation to Congress as to which entity best meets the specified criteria and so should be admitted to membership of the Company.
  - (c) Congress will consider the applications (and Board recommendation) at its next meeting and will give each applicant an equal opportunity to be heard before making its decision.
  - (d) The decision of Congress will be final. The unsuccessful applicant may appeal that decision to CAS in accordance with Article 15.1(a).
- 3.3.6 If an application for membership of the Company is approved, such membership will take effect upon the close of the meeting at which the application was approved or on the date of the written resolution, as appropriate.

### **3.4 Withdrawal from membership**

- 3.4.1 Any Member may withdraw from membership of the Company at the end of any financial year provided it has given the Company at least three months' notice in writing of such withdrawal and has paid in full all monies that it owes to the Company, any Regional Federation and/or any other Member.

### **3.5 Suspension and expulsion from membership**

- 3.5.1 Subject to Article 3.5.2, a Member that fails to pay its annual subscription by 31 January of any year will be automatically suspended from membership and a Member that fails to pay that subscription by the end of that calendar year will be automatically expelled from membership.
- 3.5.2 In the event of circumstances outside a Member's reasonable control, the Board will have the power to waive or defer a Member's obligation to pay its annual subscription, in whole or part, for up to two years, on such conditions as the Board deems appropriate. At the end of that period, however, Article 3.5.1 will apply.
- 3.5.3 In addition to Articles 3.5.1 and 3.5.2 the Full Members may, by Special Resolution, suspend or expel any Member from membership of the Company on any of the following grounds:

With effect from 24<sup>th</sup> March 2019

- (a) a Member has become insolvent, suspended operations, dissolved, or otherwise ceased to exist, or proposes to do any of those things;
- (b) a Member no longer satisfies all of the criteria for membership set out in Articles 3.2.1 or 3.2.2;
- (c) an outside body interferes improperly with the autonomy of the Member, in respect of its operations and/or its composition or otherwise;
- (d) a Member commits a serious or persistent breach of its obligations as a Member, or brings the Company or the sport of Netball into disrepute, or otherwise neglects or compromises the interests of the Company, or there is other just cause to expel the Member;
- (e) upon the recommendation of the Board, for example, where a Member fails to comply with the reasonable directions of the Board;

provided always that the Member will be given due notice of any such proposal (and the grounds for such proposal) and an opportunity to be heard by the Full Members before any final decision is made. Any such decision will be subject to appeal by the Member to CAS in accordance with Article 15.1(a).

- 3.5.4 Subject to Article 3.5.1, only the Full Members may expel a Member. However, the Board may, by Special Resolution, at any time suspend any Member from membership of the Company on any of the grounds set out in Article 3.5.3 pending consideration of the matter by the Full Members pursuant to that Article. The Board will give the Member due notice and an opportunity to be heard (by written submission unless otherwise determined by the Board) before making any such decision. The suspended Member may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision to suspend the Member pending consideration of the matter by the Full Members.
- 3.5.5 A Member that has been suspended may not exercise any of the rights or benefits of membership of the Company during the period of such suspension. In particular, a suspended Member may not attend, speak or vote at any meeting of the Company (save as expressly set out in these Articles), participate in any capacity in the governance of the Company or in the activities or events of any Regional Federation, or participate (or have any representative team participate) in any International Events. Other Members may not maintain sporting contact with a suspended Member.
- 3.5.6 A Member that has been expelled ceases to be a Member and, if it wishes to regain membership, must make a new application in accordance with Article 3.3.1 and on such terms as determined by the Full Members and/or the Board in their absolute discretion.
- 3.5.7 In cases where action is warranted but suspension or expulsion would be inappropriate, the Full Members (or the Board, subject to ratification by the Full Members) may, by Special Resolution, caution or censure a Member, withhold grants or subsidies from a Member, exclude a Member's national representative team(s) from International Event(s), remove or deny accreditation to representatives of a Member, or take such other action as they deem appropriate, provided that the Member will be given due notice and an opportunity to be heard before any final decision is made. Any such decision will be subject to appeal by the Member to CAS in accordance with Article 15.1(a). A decision by the Board will not be 'final' for these purposes, and therefore no appeal will lie to CAS from such decision, but if necessary the Member affected may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision pending consideration of the matter by the Full Members.

### **3.6 Subscriptions**

- 3.6.1 Each Member shall pay an entry fee on becoming a Member and an annual subscription thereafter, in amounts to be determined by the Board.

With effect from 24<sup>th</sup> March 2019

3.6.2 The Board will notify Members of the amount of the annual subscription by no later than 30 September of each year. Annual subscriptions are due on 1 January of each year and must be paid by 31 January in that year. The Board will be entitled to adopt a policy for rewarding early payment by granting a discount on the subscription.

### **3.7 Rights and obligations of Members**

3.7.1 Subject always to the powers to suspend membership rights set out in these Articles:

- (a) A Full Member will enjoy all of the rights and benefits conferred on Members by the Memorandum, the Articles and the Regulations.
- (b) Save as set out in the Memorandum, these Articles and/or the Regulations, Associate Members will enjoy the same rights and benefits as conferred on Full Members.

3.7.2 Each Member must:

- (a) respect and further the purposes set out in Article 2.1 of these Articles;
- (b) pay when due all subscriptions and other monies owing to the Company;
- (c) select its office-holders by democratic elections free from any improper external influence;
- (d) manage its affairs autonomously and without interference from bodies outside the Olympic movement;
- (e) comply with the Memorandum, these Articles and the Regulations;
- (f) adopt, implement and enforce within its Country, statutes and/or regulations that are consistent with the Memorandum, these Articles and the Regulations, including (without limitation) anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping regulations (as amended from time to time);
- (g) comply with, recognise and enforce within its Country (i) all decisions of the Company's constituent bodies and/or officials made under the Memorandum, these Articles and the Regulations; (ii) periods of ineligibility and other disciplinary sanctions imposed by the Company; and (iii) periods of ineligibility and other disciplinary sanctions imposed by Regional Federations or Members;
- (h) keep the Company informed of its current contact details (including its postal address, telephone and fax numbers, and email address) as well as the current full names, residential addresses, telephone and fax numbers and email addresses of its principal office holders;
- (i) provide to the Board, upon request, a copy of its constitution and annual accounts; and
- (j) file such reports on its activities and provide such other information as requested by the Board from time to time.

3.7.3 Subject to the Regulations, only national representative teams of Full Members will be eligible to participate in world championships and other competitions and events organised by or on behalf of the Company.

## **4. REGIONAL FEDERATIONS**

4.1 Congress may, in its absolute discretion, recognise a Regional Federation for each Region. To be and to remain recognised as a Regional Federation, such federation must satisfy (both at the time it applies for recognition and at all times thereafter) the following requirements:

- (a) it must comply with the Memorandum, these Articles and the Regulations;
  - (b) the constitution establishing the body must have been approved by the Board as compliant and consistent in all respects with the Memorandum, these Articles and the Regulations, and must include provisions (i) declaring the Regional Federation's opposition to any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity; (ii) formally undertaking to be bound by and to comply with the Memorandum, these Articles and the Regulations; (iii) incorporating anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping regulations; and (iv) incorporating anti-corruption regulations that are compliant with the Company's anti-corruption regulations; and
  - (c) it must admit into membership (and continue the membership of) Members located in its Region, and only those Members (in the event of a dispute as to the area covered by a Region or to which Regional Federation a Member should belong, the decision of the Board will be final and binding); if a member withdraws from or is suspended or expelled from membership of the Company, it will automatically be deemed to have withdrawn from or been suspended or expelled from membership of the Regional Federation.
- 4.2 Each Regional Federation will derive its authority from the Company, and the Board may delegate such powers and/or responsibilities to Regional Federations as it deems appropriate. In particular, but without limitation, each Regional Federation will be responsible for the following:
- (a) assisting the Company in furthering its purposes in the relevant Region, including implementing the policies of the Company; and
  - (b) members of a Regional Federation who are also Full Members of the Company will elect from their Region a director to be appointed to the Board (and will notify such election to the Company at least 60 days before the date of the relevant Congress); the appointed person must not be an employee or Consultant of the Regional Federation or of a Member.
- 4.3 Congress may suspend or withdraw a Regional Federation's recognition, or take such other action as it deems appropriate, for just cause, provided that the Regional Federation will be given due notice of any such proposal (and the grounds for such proposal) and an opportunity to be heard before any final decision is made. Any such decision will be subject to appeal by the Regional Federation to CAS in accordance with Article 15.1(a).
- 4.4 The Board may suspend a Regional Federation's recognition, or take such other action as it deems appropriate, for just cause, subject to ratification by Congress. The Board will give the Regional Federation due notice and an opportunity to be heard (by written submission unless otherwise determined by the Board) before making any such decision. Any such decision will be subject to appeal by the Regional Federation to CAS in accordance with Article 15.1(a). A decision by the Board will not be 'final' for these purposes, and therefore no appeal will lie to CAS from such decision, but if necessary the Regional Federation affected may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision pending consideration of the matter by Congress.
- 5. CONGRESS**
- 5.1 Composition and authority**
- 5.1.1 Congress is the Members of the Company in general meeting.
- 5.1.2 Congress has supreme and ultimate authority in relation to the affairs of the Company, including sole and exclusive authority to:

With effect from 24<sup>th</sup> March 2019

- (a) amend the Memorandum and Articles (which may only be effected by Special Resolution);
- (b) establish and amend the official rules of the game of Netball (which may only be effected by Special Resolution);
- (c) admit a Member;
- (d) expel a Member; and
- (e) elect the President, Vice-President, Finance Director and one further Director in accordance with Articles 6.1.2 to 6.1.11.

## **5.2 Meetings**

- 5.2.1 Ordinary meetings of Congress will be held once every two years, at a date, time and location to be determined by the Board.
- 5.2.2 Special meetings of Congress will be held at a date, time and location to be determined by the Board (a) at the request of the Board, or (b) within 120 days of receipt by the CEO of a written request, signed by Members entitled to exercise at least ten per cent of the Voting Rights in respect of the matter for which the meeting is requested, setting out the object of the meeting and any resolutions or motions to be proposed.

### *Notice*

- 5.2.3 Members must be given at least 90 days' notice of the date, time and location of the Congress and the general nature of the business to be transacted at the meeting (including details of any positions that are up for election and a summary of the requirements for nomination). However, Congress may be called at shorter notice if Members holding at least 90 per cent of the Voting Rights on all the matters to be considered at the meeting have waived notice of the meeting (and, for this purpose, the presence of a Member at the meeting will constitute a waiver on the part of such Member).
- 5.2.4 The inadvertent failure of the Board to give notice of Congress to a Member, or the fact that a Member has not received notice, does not invalidate the meeting.
- 5.2.5 The Board may fix, as the record date for determining those Members that are entitled to vote at the Congress, the date that notice is given of the Congress or such other date as may be specified in the notice, being a date not earlier than the date of the notice.
- 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.
- 5.2.7 The agenda for the Congress will be provided to Members at least 45 days before the date of the meeting and, in the case of an ordinary Congress, will include:
  - (a) the minutes of the previous Congress and notice of a motion to approve those minutes and consider any matters arising there from;
  - (b) a report from the Board;
  - (c) details of any applications for membership to be considered;
  - (d) details of any motions or proposals to be considered;
  - (e) details of any other business to be considered; and

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- (f) the proposed date and place of the next Congress.

5.2.8 Any matter that is not included on the agenda sent to Members may only be discussed at the meeting if the Members present at the meeting agree to do so.

#### *Attendance*

5.2.9 Meetings of Congress may be attended by the following persons:

- (a) Each Full Member will be entitled to appoint up to two delegates to attend at Congress, along with one further person to attend solely as an observer with no entitlement to speak (save with the permission of the chair of Congress) or vote.
- (b) Each Associate Member will be entitled to appoint one person to attend at Congress, solely as an observer with no entitlement to speak (save in relation to any item included on the agenda by the Associate Member pursuant to Article 5.2.6, or with the permission of the chair of Congress) or vote.
- (c) The CEO and Directors may attend and speak at any Congress but will not be entitled to vote (save that the chair of Congress will have a casting vote in the case of equality of voting).
- (d) In respect of any applications for membership to be considered at Congress, the Board may invite up to two delegates of the applicant to attend Congress as observers and make a short statement in support of the application.
- (e) Other observers and speakers, at the discretion of the Board, save that this provision will not be used to allow the attendance of additional representatives of Members, suspended or former Members or disqualified members of the Board. Such invitation to attend and/or speak may be challenged by any Full Member and, if any such challenge is upheld by Special Resolution, the invitation will be withdrawn.
- (f) As otherwise provided in these Articles.

5.2.10 A Member will be deemed to be present at Congress if (a) such Member participates by telephone or other electronic means, and (b) all Members participating in the Congress are able to communicate with each other.

5.2.11 An individual may only represent one Member at Congress (either as a delegate or as an observer), and may not speak or vote on behalf of another Member (except as a duly appointed proxy). The chair of Congress may call for evidence of authority of any individual purporting to cast a vote on behalf of a Member.

5.2.12 A Member may be represented at Congress by a proxy who may speak and vote on behalf of the Member. The instrument appointing a proxy must be produced at the place designated for the Congress before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the Congress may specify an alternative or additional place or time at which the proxy must be presented. The instrument appointing a proxy must be in such form as the chair of the Congress accepts as properly evidencing the wishes of the appointing Member.

5.2.13 Directors will not be permitted to represent a Member at Congress in any capacity.

5.2.14 No business (except an adjournment) will be transacted at Congress unless a quorum is present when it proceeds to business. A meeting of Congress is duly constituted and quorate if, at the commencement of the meeting, there are ten Full Members present by virtue of their duly appointed delegate(s) or by proxy. If such a quorum is not present within one hour from the time appointed for Congress, or if during Congress such a quorum ceases to be present, Congress will be adjourned to a date, time and location to be determined by the Board (and notified to Congress). Where such Congress is adjourned for 45 days or more, notice of the

With effect from 24<sup>th</sup> March 2019

adjourned Congress will be given in the same manner as for the original Congress; otherwise, however, Members will not be entitled to any further notice of an adjournment or of the business to be transacted at an adjourned Congress.

- 5.2.15 The President will preside as chair at every Congress. If there is no President, or if the President is not present within 15 minutes from the time appointed for Congress, the Members present and entitled to vote will choose one of the members of the Board to chair the meeting or, if no such members are present or if all such present members decline to chair the meeting, will choose one of their number to take the chair.
- 5.2.16 The chair of Congress may, with the consent of Congress at which a quorum is present (and will if so directed by Members holding in excess of 50 per cent of the Voting Rights), adjourn Congress from time to time and from place to place (notifying Congress of the date, time and location of the adjourned meeting), but no business will be transacted at an adjourned Congress other than business that might properly have been transacted at Congress had an adjournment not taken place. Where such Congress is adjourned for 45 days or more, notice of the adjourned Congress will be given in the same manner as for the original Congress; otherwise, however, Members will not be entitled to any further notice of an adjournment or of the business to be transacted at an adjourned Congress.

### *Decision-making*

- 5.2.17 Each Full Member is entitled to cast one vote on a resolution. For the avoidance of doubt, this is one vote per Full Member and not per delegate. Associate Members are not entitled to vote.
- 5.2.18 Unless otherwise specified in the Act or in the Memorandum or Articles, the exercise by the Members of a power given to them under the Act or the Memorandum or Articles will be by:
- (a) a resolution passed at Congress; or
  - (b) a resolution consented to in writing by the Members.
- 5.2.19 Subject to any requirement for a higher majority specified in the Act or in the Memorandum or these Articles, a resolution of the Members is passed at Congress if it is approved by Members holding a majority of in excess of 50 per cent of the Voting Rights exercised in relation thereto. Members will be entitled to vote by delegate or by post. All postal votes must be lodged with the Company at least 14 days prior to the relevant Congress.
- 5.2.20 At any Congress the chair is responsible for deciding whether any resolution proposed has been carried or not, in such manner as the chair considers appropriate. The result of such decision shall be announced to the Congress and recorded in the minutes of the Congress.
- 5.2.21 Any action that may be taken by the Members at Congress may also be taken by a resolution consented to in writing by Members holding in excess of 50 per cent of the Voting Rights in relation thereto (subject to any requirement specified in the Act or these Articles for a resolution to be passed by a particular majority) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. If any written resolution of the Members is adopted, a copy of such resolution will be sent to all Members forthwith upon it taking effect.
- 5.2.22 Where a written resolution has been circulated to a Member pursuant to Article 5.2.21 and has not been received back by the Company within 30 days of being sent, that Member will be deemed to have approved and signed the resolution.

## **6. THE BOARD**

### **6.1 Composition**

- 6.1.1 The Board will be comprised of:

With effect from 24<sup>th</sup> March 2019

- (a) the President, Vice-President, Finance Director and one further Director, each elected in accordance with Articles 6.1.2 to 6.1.11 (and each of whom must not be a director, employee or Consultant of a Regional Federation or a Member);
- (b) one Director from each of the five Regional Federations, each elected in accordance with Articles 4.2 and 6.1.9 and
- (c) the Corporate Director

The composition of the Board may only be varied by amendment to these articles.

6.1.2 Nominations for elected Board members must be received by the Company at least 60 days before the date of the Congress at which the election is to be held. A nomination will not be valid unless:

- (a) it is proposed by a Full Member and seconded by another Full Member in accordance with any nomination form prescribed; and
- (b) before the election takes place, the Company has received a CV and statement signed by the nominee confirming her willingness to stand and confirming that she has no pecuniary interest in the game of Netball (or, if she does have such an interest, setting out in full the nature and extent of such interest, which statement will be included in the papers distributed for Congress).

6.1.3 Details of all nominations received will be included in the papers distributed for the meeting of Congress at which the election is to be held, including a list of all valid nominations, any statements of pecuniary interest and a CV for each nominee.

6.1.4 Prior to the election, each nominee will be given the opportunity to be heard by Congress (for a maximum of five minutes) and Congress will have the opportunity to ask questions of the nominee (for a maximum of 15 minutes).

6.1.5 Elections will be conducted by secret ballot in the following order (where applicable):

- (a) Election for President.
- (b) Election for Vice-President. If the elected President is also a nominee for Vice-President, she will be automatically removed from the election for Vice-President.
- (c) Election for Finance Director. If the elected President and/or Vice-President is also a nominee for the role of Finance Director, she will be automatically removed from the election for Finance Director.
- (d) Election for one further Director. If the elected President, Vice-President and/or Finance Director is also a nominee for the further Director role, she will be automatically removed from the election for the further Director.

6.1.6 On all elections (including where there is only one nominee for any given role), the elected nominee must receive more than one half of the votes duly recorded. If there are more than two nominees and no one nominee receives more than one half of the votes duly recorded, then a further ballot or ballots will be held. On each ballot after the first one, the nominee who has received the least number of votes on the previous ballot will be automatically removed from further ballots for that role. This process will continue until one nominee secures more than one half of the votes duly recorded in the ballot, and that nominee will be elected. If in any ballot two or more nominees have an equal number of votes and one of them has to be removed from further ballots, the nominee with the least number of votes in the previous ballot (in which they did not have an equal number of votes) will be removed. Pursuant to Article 5.2.9(c), the chair of Congress will have a casting vote in the case of equality of voting.

With effect from 24<sup>th</sup> March 2019

6.1.7 Subject to Article 6.1.8 and the Regulations:

- (a) the term of office of each elected member of the Board will be four years, and elected members of the Board will hold office
  - from the close of the Congress at which they were elected or associated International Event, such as the Netball World Cup (whichever is later),
  - until the close of Congress at which their position falls vacant for election or associated International Event (whichever is later;)
- (b) subject to Article 6.1.7(c), each Director elected pursuant to Article 6.1.1(a) will retire from office at the second ordinary Congress after the Congress at which she (or, if elected pursuant to Article 6.1.9, the Director originally appointed for the relevant term) was previously elected;
- (c) subject to Articles 6.1.10 and 6.1.11, a Director who retires by rotation may offer herself for re-election.

6.1.8 A Director will be deemed to have vacated office if (to the extent applicable):

- (a) she resigns from office by written notice to the Company;
- (b) she is ineligible or ceases to be a Director by virtue of any provision of the Act (including, without limitation, sections 93 and 96), or becomes prohibited by law from being a Director;
- (c) she becomes bankrupt or in the case of the Corporate Director insolvent or makes any arrangement or composition with her creditors generally;
- (d) an order is made by a court having jurisdiction (whether in the Isle of Man or elsewhere) in matters concerning mental disorder for her detention or for the appointment of a receiver, liquidator or other person to exercise powers with respect to her property or affairs;
- (e) with the exception of the Corporate Director, she is absent from Board meetings for more than two consecutive meetings, without the consent of the Board, and the Board determines that her office should be vacated; or
- (f) she has been convicted of a criminal offence (other than a motoring offence not resulting in a custodial sentence) and the Board determines that her office should be vacated.

6.1.9 In the event of a vacancy on the Board in respect of a Director appointed pursuant to Articles 6.1.2 to 6.1.11, the Board will elect a replacement to hold office for the remainder of the term. In the event of a vacancy on the Board in respect of a Director appointed pursuant to Article 4.2, the Board will call upon the relevant Regional Federation to elect a replacement to hold office for the remainder of the term.

6.1.10 Subject to Article 6.1.11, save in exceptional circumstances no Director (other than the Corporate Director) may serve more than three consecutive terms provided however that when a Board Member is elected or appointed to fill a vacancy on the Board and;

- (a) the unexpired term of their predecessor in office is for two or more years, such term shall constitute a full term and the Board Member may serve two additional consecutive four year terms following the completion of the filled vacancy term; or
- (b) the unexpired term of their predecessor in office is for less than two years, the term shall not constitute a full term and the Board Member may serve three additional consecutive four year terms following completion of the filled vacancy.

With effect from 24<sup>th</sup> March 2019

6.1.11 Save in exceptional circumstances, the existing 'elected' Directors as at 22<sup>nd</sup> August 2013 may (in respect of their current term of office only) serve no more than four consecutive terms.

## **6.2 Powers of the Board**

6.2.1 Subject to the provisions of the Act, these Articles, and any directions given by Special Resolution of the Full Members, the business of the Company will be managed by the members of the Board (excluding the Corporate Director), for which purpose it may exercise all of the powers of the Company. Such business includes:

- (a) reviewing the progress of the Company;
- (b) reviewing the policies of the Company;
- (c) preparing a strategic plan for the future of the Company;
- (d) approving, issuing, amending and rescinding Regulations;
- (e) appointing committees and panels pursuant to Article 8;
- (f) marketing and promoting Netball and duly-sanctioned events worldwide;
- (g) including notice of any motions, proposals or other matters on the agenda for Congress;
- (h) approving the Company's, annual statement of accounts and balance sheet;
- (i) determining the subscriptions payable by Members;
- (j) appointing the auditors and determining their remuneration; and
- (k) changing the Company's registered agent or the location of the Company's registered office.
- (l) Ensuring a clear and adequate risk management process;
- (m) monitoring the implementation of ethical principles and rules;
- (n) and approving the Company's annual budget.

6.2.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by the Directors (excluding the Corporate Director).

6.2.3 Any written contract, deed, instrument, power of attorney or other document may be made or executed on behalf of the Company by any person (including any Director) acting with the authority of the Directors.

6.2.4 The Board acting with the consent of the Corporate Director, may resolve, by power of attorney or otherwise, to appoint any person(s) (including a Director) to be the agent of the Company, for such purposes and on such conditions as they determine.

6.2.5 All relevant decisions of the Board will be reported to Members following each Board meeting (in a format to be determined by the Board from time to time) and in the biennial report provided to Congress pursuant to Article 5.2.7.

6.2.6 Notwithstanding any other provision of these articles, the Corporate Director will waive its right to vote at Board meetings and shall be discharged of its obligation to attend Board meetings.

## **6.3 Meetings**

6.3.1 Subject to the provisions of these Articles, the Board will regulate its proceedings as it sees fit.

6.3.2 The Board will meet as often as it considers necessary or desirable, but in any event at least twice a year. A Board member may require the CEO to call a Board meeting.

6.3.3 The President will chair all meetings of the Board. In the absence of the President, the Directors present at the meeting may appoint one of their number to be the chair of the meeting and may at any time remove her from that role.

6.3.4 The CEO will be entitled to attend and speak at all meetings of the Board.

With effect from 24<sup>th</sup> March 2019

- 6.3.5 Where the President considers it appropriate, Board meetings may be held by telephone or video conference or by any other like facility, provided that each Director is given notice of the meeting and, if she wishes to participate, is able to participate effectively in the meeting and can properly follow the proceedings and contribute thereto; provided always that at least one Board meeting each year must take place with the personal attendance of the Directors other than the Corporate Director.
- 6.3.6 A meeting of the Board is duly constituted and quorate if, at the commencement of the meeting, there are five Directors present, of which at least one is the President, Vice-President or Finance Director.
- 6.3.7 The continuing member(s) of the Board may act notwithstanding any vacancies in their number but, if the number of Board members is less than the number required for a quorum, the continuing member(s) may act only for the purposes of filling the vacancies or calling a Congress.
- 6.3.8 All acts of the Board, or of a committee of the Board, or by a person acting as a member of the Board will, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Board or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board and had been entitled to vote.
- 6.3.9 Subject to the provisions of the Act, a member of the Board, notwithstanding her office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
  - (c) will not, by reason of her office, be accountable to the Company for any benefit which she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement will be liable to be avoided on the ground of any such interest or benefit.
- 6.3.10 A member of the Board will be obliged to disclose all (direct or indirect) material and pecuniary interests that she has in any matter to be discussed.
- 6.3.11 For the purposes of these Articles:
- (a) a general notice given to the Board that a member of the Board is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested, will be deemed to be a disclosure that the member of the Board has an interest in any such transaction of the nature and extent so specified; and
  - (b) an interest of which a member of the Board has no knowledge and of which it is unreasonable to expect her to have knowledge will not be treated as an interest that must be disclosed in accordance with Article 6.3.10.
- 6.3.12 Save as otherwise provided by these Articles, a member of the Board will not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which she has directly or indirectly a pecuniary interest or duty which is material and which conflicts or may conflict with the interests of the Company unless her interest or duty arises only because the case falls within one or more of the following paragraphs:

With effect from 24<sup>th</sup> March 2019

- (a) The resolution relates to the giving to her of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by her for the benefit of the Company, or any of its subsidiaries.
- (b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the member of the Board has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

For the purposes of this Article, a pecuniary interest of a person who is connected with a member of the Board shall be treated as a pecuniary interest of the member of the Board.

- 6.3.13 A member of the Board shall not be counted in the quorum present at a meeting of the Board in relation to a resolution on which she is not entitled to vote.
- 6.3.14 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a member of the Board to vote, the question shall be referred to the chair of the meeting and her ruling shall be final and conclusive.
- 6.3.15 Each Director is entitled to one vote on a resolution, save that the chair of the meeting will have one deliberative vote and one casting vote.
- 6.3.16 Unless otherwise specified in the Act or in the Memorandum or these Articles, the exercise by the Directors of a power given to them under the Act or the Memorandum or these Articles will be by a resolution passed at a meeting of, or consented to in writing by, the Directors (or any committee of Directors).
- 6.3.17 Subject to any contrary provision in the Memorandum or these Articles, a resolution of Directors is passed at a meeting of the Directors if it is approved by a majority of the Directors who are present at such meeting and, being entitled to do so, vote thereon.
- 6.3.18 Any action that may be taken by the Directors (or a committee of Directors) at a meeting may also be taken by a resolution of the Directors (or a committee of Directors) consented to in writing by a majority of the Directors (or committee of Directors) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. If any written resolution of the Directors (or committee of Directors) is adopted, a copy of such resolution will be sent to all such Directors forthwith upon it taking effect.
- 6.3.19 Where a written resolution has been circulated to a Director pursuant to Article 6.3.18 and has not been received back by the Company within 30 days of being sent, that Director will be deemed to have approved and signed the resolution.

#### **6.4 Remuneration**

- 6.4.1 No Director, except the President and the Corporate Director, will be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company for discharging her duties as such.
- 6.4.2 With the exception of the Corporate Director, Directors will be reimbursed travelling, hotel and other expenses properly incurred by them in connection with their attendance at Company events or meetings of Directors or meetings of Congress or other meetings or otherwise in connection with the discharge of their duties.
- 6.4.3 With the exception of the Corporate Director, Directors may be paid a daily expense allowance when engaged on official business of the Company.
- 6.4.4 The Corporate Director will be remunerated in line with the scale of charges agreed annually with the company.

#### **7. CHIEF EXECUTIVE OFFICER**

With effect from 24<sup>th</sup> March 2019

7.1 A CEO will be appointed by the Board and engaged, for such term and on such conditions as the Board thinks fit, to perform the day-to-day administration and management of the Company's affairs and such other tasks as the Board may determine from time to time.

7.2 The Board may terminate the contract of the CEO, subject to the terms thereof and any other legal obligations, as it sees fit.

## **8. COMMITTEES AND PANELS**

8.1 The Board may appoint committees and panels to carry out such duties as determined by the Board, and may issue Regulations concerning such appointment.

## **9. DISTRIBUTIONS**

9.1 The income, property and all other assets of the Company will be applied solely in furtherance of its objects as set out in Article 2.1, and no portion thereof will be paid or transferred, directly or indirectly (including by way of distribution, dividend, bonus or otherwise howsoever by way of profit), to any Member, provided that nothing herein will prevent the Company from distributing grants to Members in accordance with its objects.

## **10. WINDING UP**

10.1 The Company may only be dissolved by a Special Resolution of the Full Members.

10.2 Upon the winding-up or dissolution of the Company, whether by virtue of a resolution of the Full Members or otherwise, if there remains any property whatsoever after the satisfaction of all of the Company's debts and liabilities, that remaining property will not be distributed among the Members but will either:

- (a) be given or transferred to some other organisation(s) having objects similar to those of the Company, and which prohibits the distribution of its income and property to an extent at least as great as the prohibition on the distribution of the income and property of the Company; or
- (b) be transferred to a third party professional trustee in the Isle of Man or in the country in which the Company's secretariat is situated, to be held in trust until the International Netball Federation is re-established.

## **11. NOTICES**

11.1 Any document, notice, information or written statement to be given, sent, supplied, delivered or provided to any person or Member by the Company, whether pursuant to these Articles, the Act or otherwise, is to be treated as served where it is made available on a website or it is sent in electronic form or by personal service or by mail addressed to the person or Member at their last address notified to the Company.

11.2 Any document, notice, information or written statement sent by electronic communication to an address for the time being notified to the Company will be deemed to be given at the expiration of 48 hours after the time it was sent.

11.3 Proof that an envelope containing a document, notice, information or written statement was properly addressed, prepaid and posted by registered post or first class air mail post will be conclusive evidence that it was given by mail. Such document, notice, information or written statement will be deemed to be given at the expiration of 14 days after the envelope containing it was posted.

11.4 A Member will be deemed to have received notice of any meeting in the event that an authorised representative of that Member was present at that meeting.

With effect from 24<sup>th</sup> March 2019

11.5 Notices or documents to be served on the Company will be treated as served where they are delivered to the office of the Company's secretariat or to the registered office of the Company.

## **12. ACCOUNTS AND AUDIT**

12.1 The Board will ensure that the Company keeps reliable accounting records that correctly explain the Company's transactions, enable the financial position of the Company to be determined with reasonable accuracy at any time and allow financial statements to be prepared.

12.2 The financial year of the Company will be 1 January to 31 December.

12.3 The reporting currency of the Company will be pounds sterling.

12.4 Accounting records will be kept at the office of the Company's secretariat or at such other place or places as determined by the Board.

12.5 The Board will be responsible for preparing an annual statement of accounts and balance sheet relating to the Company's activities.

12.6 At least once a year the accounts of the Company will be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors. The auditor(s) will examine the financial statements and state in a written report whether or not:

(a) in the opinion of the auditor(s), the financial statements give a true and fair view of the receipts, payments and other transactions undertaken by the Company for the period covered by the financial statements, and of the assets and liabilities of the Company at the end of the period; and

(b) all the information and explanations required by the auditor(s) have been obtained.

12.7 The Board will ensure that the annual statement of accounts and balance sheet are prepared and audited as soon as practicably possible after the financial year end to which the accounts relate and in any event not later than three months after the financial year end.

12.8 The Board will arrange for a copy of the income and expenditure account, balance sheet and auditor's report to be sent to all Full Members no later than 90 days after the receipt of the auditor's report.

12.9 The auditor(s) will be appointed, and their remuneration determined, by the Board.

## **13. INDEMNITY**

13.1 Subject always to Article 13.2 and section 112 of the Act, without prejudice to any indemnity to which the person(s) concerned may otherwise be entitled, every Director and other officer of the Company (other than anyone engaged by the Company as an auditor), every person who was, at the request of the Company, serving as a director and/or officer of an associated company, every member of a committee or panel appointed by the Board, and every other appointee of the Board, will be indemnified out of the assets of the Company against:

(a) any liability incurred by her in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and

(b) all expenses, including legal fees, and all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings against any such person who is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a Director, officer or other person as is set out above.

With effect from 24<sup>th</sup> March 2019

- 13.2 The indemnity in Article 13.1 only applies if the person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and, in the case of criminal proceedings, such person had no reasonable cause to believe that her conduct was unlawful.
- 13.3 The decision of the Directors as to whether the person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and as to whether the person had no reasonable cause to believe that her conduct was unlawful is, in the absence of fraud, sufficient for the purposes of these Articles, unless a question of law is involved.
- 13.4 The Board may purchase and maintain insurance, at the expense of the Company, in relation to any person who is or was a Director or other officer of the Company, any person who is or was, at the request of the Company, serving as a director and/or officer of an associated company, any member of a committee or panel appointed by the Board, and any other appointee of the Board, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability under Article 13.1.
- 13.5 Subject to section 60(5) of the Act, no Director, former Director, officer or liquidator of the Company will be liable for any liability or default of the Company, unless specifically provided in the Act or in any other enactment and except in so far as that person may be liable for that person's own conduct or acts.

#### **14. MINUTES AND RECORDS**

- 14.1 The Board will ensure that minutes are recorded and books kept in relation to:
- (a) all appointments made by the Board;
  - (b) all proceedings at all meetings of the Company, including meetings of the Members, the Board and any committee or panel, such minutes to include details of those present, the location, time and date of the meeting; and
  - (c) all decisions made at such meetings.
- 14.2 The following documents will be kept at the office of the Company's Isle of Man registered agent:
- (a) copies of the Memorandum and Articles signed by each of the subscribers;
  - (b) a copy of the register of Members;
  - (c) a copy of the register of Directors;
  - (d) a copy of the register of charges;
  - (e) copies of minutes of all meetings of the Members and the Directors;
  - (f) copies of all notices and other documents filed by the Company with the Registrar in the previous six years; and
  - (g) if not included in the copies of the register of Members or Directors, a separate record of each party's residential address.
- 14.3 The following documents will be kept at the office of the Company's secretariat:
- (a) the original register of Members and register of Directors;
  - (b) minutes of all meetings and resolutions of the Members;

With effect from 24<sup>th</sup> March 2019

- (c) minutes of all meetings and resolutions of the Directors; and
- (d) all accounting records required to be kept under the Act.

14.4 The Company will notify its registered agent within 14 days of any change to its register of Members or register of Directors.

14.5 The records kept by the Company under this Article will be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act 2000.

14.6 Except as provided by law or authorised by the Directors, no person or entity is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

## 15. DISPUTE RESOLUTION

15.1 The Company recognises the CAS, which will have jurisdiction to hear and determine the following, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever:

- (a) any final decision of a body made pursuant to these Articles that provides for an appeal from that decision directly to CAS; and
- (b) any matters as set out in the Regulations.

15.2 The CAS will resolve any matter referred pursuant to Article 15.1 definitively in accordance with its Code of Sports-Related Arbitration. CAS shall primarily apply the various Regulations of INF and, additionally, Isle of Man law.

15.3 Decisions of the CAS may not be challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

## 16. GOVERNING LAW

16.1 The Memorandum and Articles, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), will be governed by and construed in accordance with the laws of the Isle of Man (without regard to the conflict of law principles thereof).

## 17. DEFINITIONS AND INTERPRETATION

17.1 Capitalised terms in these Articles have the following meanings:

**Act** means the Isle of Man Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force.

**Articles** means these Articles of Association of the Company, as amended from time to time.

**Associate Member** means an entity that has been admitted as a member of the Company in accordance with Article 3.3.

**Board** means the board of Directors, elected pursuant to Articles 4.2 and 6.1.1 to 6.1.11.

**CAS** means the Court of Arbitration for Sport in Lausanne, Switzerland.

**CEO** means the chief executive officer of the Company, appointed pursuant to Article 7.

**Company** means the International Netball Federation Limited.

**Congress** means the meeting of the Members of the Company referred to in Article 5.1.

**Consultant** means any person appointed by a Regional Federation or Member (as applicable) to provide professional advice and/or services and who is remunerated for such advice and/or services.

**Corporate Director** means Ceteris Limited, an Isle of Man 2006 Act Company incorporated on 23<sup>rd</sup> August 2013 under company number 010089V, having its registered office at First Floor, Millennium House, Victoria Rd, Douglas, Isle of Man, IM2 4RW or such other company as may be appointed from time to time by the company to act as a corporate director of the Company.

**Country** means the whole country, state, territory or part of a territory under the jurisdiction of a National Association, as recognised by the Company in its absolute discretion.

**Director** means a director of the Company, elected pursuant to Article 4.2 or 6.1.1 to 6.1.11.

**Finance Director** means the person elected pursuant to Article 6.1.5(c).

**Full Member** means a National Association that has been admitted as a member of the Company in accordance with Article 3.3.

**International Event** means a duly-sanctioned match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

**Member** means an entity that has been admitted as a member of the Company in accordance with Article 3.3.

**Memorandum** means the Memorandum of Association of the Company, as amended from time to time.

**National Association** means a national governing body of Netball.

**Netball** means the sport of netball and other derivatives of the game as determined by the Board from time to time.

**Participants** means all those involved in netball including but not limited to players, coaches, athlete support personnel, officials, administrators.

**President** means the person elected pursuant to Article 6.1.5(a).

**Region** means one of the following areas: Africa, Asia, Europe, Oceania and the Americas.

**Regional Federation** means a regional federation established in accordance with Article 4.

**Registrar** means the Registrar of Companies appointed under section 205 of the Act.

**Regulations** means any rules, regulations, codes or policies made by or on behalf of the Company, as amended from time to time.

**Special Resolution** means any resolution duly passed at any meeting by 75 per cent or more of those persons attending and entitled to vote or, in the case of a written resolution, duly passed by 75 per cent or more of those persons entitled to receive a copy of the resolution.

**Vice-President** means the person elected pursuant to Article 6.1.5(b).

**Voting Rights** means, in relation to a resolution of the Members, all the rights to vote on such resolution conferred on such Members on the basis that each Member is entitled to one vote on any resolution on which such Member is entitled to vote.

- 17.2 'Written' or any term of like import includes information generated, sent, received or stored by electronic, digital, magnetic, optical, electromagnetic, biometric or photonic means including electronic data interchange, electronic mail, telegram, telex or telecopy, and 'in writing' will be construed accordingly.
- 17.3 In these Articles, unless the context otherwise requires:
- (a) a reference to an 'Article' is a reference to an article in these Articles;
  - (b) words denoting any one gender include all other genders and words denoting the singular will include the plural and vice versa; words importing persons except the word 'individual' will include associations, federations, corporations and other organisations whether incorporated or unincorporated; and
  - (c) unless defined herein, words or phrases in these Articles bear the same meaning as they bear in the Act.
- 17.4 Headings are for ease of reference only and will not affect the interpretation of these Articles.
- 17.5 Where there is any conflict between the provisions of these Articles and any Regulations, the provisions of these Articles will prevail.

**INTERNATIONAL NETBALL FEDERATION LIMITED**

**ISLE OF MAN**

**COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**1. PRELIMINARY**

- 1.1 The model articles of association contained in the schedules to the Companies (Model Articles) Regulations 2006 shall not apply to the Company. Instead the provisions set out in this document, as amended from time to time, shall constitute the Articles of Association of the Company.
- 1.2 The official language of the Company is English.
- 1.3 Capitalised terms in these Articles will have the meanings given to them in Article 17.

**2. PURPOSES, POWERS AND AUTHORITY**

- 2.1 The Company's fundamental purposes are:
- (a) to promote, improve and develop Netball globally, at all levels, in accordance with the ideals and objects of the Olympic and Commonwealth movements, and without any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity;
  - (b) to act as the sole ultimate governing body for the sport of Netball throughout the world, governing and regulating the sport at international level, and recognising the authority of Regional Federations and National Associations to govern and regulate the sport at a regional/national level in accordance with, and subject to, the Company's ultimate authority over the sport;
  - (c) to protect the independence and autonomy of the Company and its Regional Federations and Members to govern and regulate the sport (including exercising the right of democratic elections) free from any outside influence;
  - (d) to control the organisation and scheduling of the sporting calendar (including competitions denoted as "world" and "international" championships, or similar) in accordance with the best long-term interests and priorities of the sport as a whole;
  - (e) to promote international competition and the organisation of international events to world class standards by the Company and/or on its behalf;
  - (f) to preserve the integrity of the sport, including by adopting rules implementing the World Anti-Doping Code and other appropriate codes of conduct and regulations, and ensuring that such rules, codes and regulations are enforced at all Netball events sanctioned by the Company, a Regional Federation and/or a Member (as applicable);
  - (g) (g) to empower Netball's Participants, through education, training and the development of skills, and specifically to promote the development of excellence in administration, evaluation and assessment, coaching, tuition, and the provision of officiating opportunities in all Regions;
  - (h) to examine and promote research and development and the dissemination of information in all areas relating to Netball;

- (i) to promote integrity and a high standard of ethics by establishing and maintaining an efficient administration to control, regulate and direct the affairs of the Company and the sport of Netball, and foster good governance by Regional Federations and Members;
- (j) to maintain Netball on the Commonwealth Games programme and to strive for the addition of Netball to the Olympic programme;
- (k) to assume responsibility for the technical control and direction of Netball at the Commonwealth Games and the Olympic Games;
- (l) to support the development and promotion of netball through partnership relations with governments, non-governmental organisations and other organisations;
- (m) to promote the establishment and expansion of sports facilities worldwide, encouraging sustainable and responsible development schemes and respect for the environment; and
- (n) to promote the safeguarding and welfare of all Participants in netball.

2.2 Without prejudice to section 21 of the Act, in furtherance of its purposes the Company may, without limitation:

- (a) amend its Memorandum and Articles to make further provision for the management and control of the sport of Netball and/or the affairs of the Company, its Regional Federations and/or Members, and for the resolution of disputes relating thereto;
- (b) establish Regulations concerning the conduct of the sport of Netball throughout the world, including the official rules of the game, a code of ethics for those involved in the governance of Netball, rules governing eligibility of players to represent a National Association in International Events, rules governing the sanctioning and/or conduct of events (including national events), and codes of conduct for participants in events;
- (c) apply and enforce the Memorandum, these Articles and the Regulations, and/or ensure their application and enforcement by Regional Federations and/or Members, throughout the sport;
- (d) organise and/or sanction the organisation of International Events;
- (e) raise funds to finance the activities of the Company by any available means, including by seeking donations and/or grants (including grants from the International Olympic Committee), by levying subscriptions and other fees (for example, fees for sanctioning events) from Members, as well as by exploiting the commercial assets of the Company, including its intellectual property rights and any sponsorship, broadcasting and/or other commercial rights that it controls, including the commercial rights to International Events;
- (f) employ and pay any person(s) (including by way of salaries, wages, charges and pensions) to supervise, organise and carry out the work of the Company;
- (g) purchase, lease or otherwise acquire any property or other rights and privileges, construct, maintain and alter any buildings or premises, and/or sell, let, mortgage, dispose of, turn to account or otherwise deal with any or all of the property or assets of the Company;
- (h) invest any funds in such manner as thought fit;
- (i) establish, acquire or otherwise control other legal entities such as foundations, trusts or corporations;

- (j) insure, arrange insurance for and/or indemnify its officers, servants, voluntary workers and such other persons as thought fit in respect of work carried out in the performance of their duties;
- (k) establish and/or assist in the establishment of Regional Federations; and
- (l) exercise all such other rights, powers and authorities and take such other lawful actions as may be considered necessary or desirable to achieve its purposes.

2.3 All Regional Federations and Members, as well as all of the Company's constituent bodies, officers, employees and appointees (including, without limitation, any person holding any Company appointment or sitting on any Company board or committee), and all persons participating in any way in activities controlled and/or sanctioned by the Company (including, without limitation, any person who is involved in organising and/or participates as a player, umpire, tournament official or team official in any International Event), will be deemed to have agreed and acknowledged that:

- (a) the Company has sole ultimate authority over the governance, regulation, and playing of Netball;
- (b) they shall not become a member of or recognise or otherwise support any organisation with similar objects to the Company unless that organisation is recognised by the Company;
- (c) they are bound by and must comply with the Memorandum, these Articles and the Regulations, and with the decisions taken by the Company and its constituent bodies (including Congress, the Board, and other duly appointed officials and bodies of the Company) pursuant to and in application and enforcement of the Memorandum, these Articles and the Regulations; and
- (d) they submit to the jurisdiction of the CAS to hear and determine disputes as set out in these Articles and the Regulations, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever;

and the Company may from time to time require any of them to execute a written agreement (in a form to be determined by the Board) confirming that acknowledgement and agreement.

2.4 Without prejudice to Article 2.3, each Member will procure (by suitable provision in its own constitution, in a form approved by the Board) that each of its members and all persons under its jurisdiction acknowledges and agrees on her/its own part to each of the matters set out in Article 2.3.

### **3. MEMBERSHIP**

#### **3.1 One Country, one Member**

3.1.1 Membership of the Company is open to one either Full or Associate Member per Country. The sole and exclusive authority of a Member to govern Netball at national level will extend as far as the political boundaries of the Country that it represents.

#### **3.2 Criteria for membership**

##### *Full Members*

3.2.1 To be and to remain a Full Member, a National Association must satisfy (both at the time it applies for membership and at all times thereafter) the following requirements:

- (a) it must be concerned solely and exclusively with the administration, organisation and playing of Netball and not with any other sport (provided that the Board may make

special and temporary exceptions from this requirement in respect of new and/or small National Associations);

- (b) it must be a fully paid up member of the relevant Regional Federation;
- (c) it must claim the exclusive right to govern Netball in its Country, i.e. it must not recognise any other body's claim to govern Netball in its Country (other than by exercise of powers delegated to that other body by the National Association);
- (d) its constitution must declare its opposition to any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity, and its formal undertaking to be bound by and to comply with the obligations placed on Members pursuant to the Memorandum, the Articles and the Regulations;
- (e) its constitution (as amended from time to time) must comply with the Memorandum, the Articles and the Regulations; and
- (f) it must be solvent.

#### *Associate Members*

3.2.2 To be and to remain an Associate Member, a National Association (or other entity) that is not a Full Member must satisfy (both at the time it applies for membership and at all times thereafter) the following requirements:

- (a) It can in the opinion of the Board usefully contribute to the business of the Company;
- (b) it must be a fully paid up member of the relevant Regional Federation;
- (c) it must claim the exclusive right to govern Netball in its Country, i.e. it must not recognise any other body's claim to govern Netball in its Country (other than by exercise of powers delegated to that other body by the National Association); and
- (d) it must have agreed with the Company a pathway to become a Full Member (for achievement within five years of being accepted as an Associate Member, or, if the Associate Member is already a Member of the Company as at [day] [month] 2019, within five years of that date, unless in either case that timeframe is extended by Special Resolution of the Board).

### **3.3 Applications for membership**

3.3.1 Only the Full Members may admit an application for membership. Applications for membership may be made as follows:

- (a) Any entity wishing to become a Member in respect of a Country for which there is no current Member must apply in writing to the Board.
- (b) A Member may not transfer its membership of the Company without the prior written permission of the Company. A Member may apply in writing to the Board for such permission, and the proposed transferee must also be a party to the application.
- (c) Where a Member has been suspended from membership of the Company, another entity may apply in writing to the Board to be admitted in place of that Member. Upon receipt, the CEO will send a copy of the application to the suspended Member, which will have 30 days from receipt of the application to notify the CEO if it disputes the application. Congress will consider the application at its next ordinary meeting. If the suspended Member has given notice by the required deadline, it will be given the opportunity to be heard by Congress before any final decision is made on the

application. Any such decision will be subject to appeal by the suspended Member to CAS in accordance with Article 15.1(a).

(d) Any other type of application for membership may be made in writing to the Board.

3.3.2 All applications for membership under Article 3.3.1 must be made in writing, in such form as prescribed by the Board from time to time, and must be accompanied by:

- (a) a copy of the written constitution of the applicant;
- (b) a list of the names, residential addresses, email addresses, telephone and fax numbers of the principal office holders of the applicant and, where appropriate, its most senior employee;
- (c) the most recent annual accounts of the applicant;
- (d) an application entry fee pursuant to Article 3.6;
- (e) evidence establishing that the applicant satisfies the criteria set out in Article 3.2; and
- (f) any further information requested by the Board.

3.3.3 On receipt of an application for membership, the Board will submit the application to Congress or circulate a written resolution (as appropriate), along with its recommendations as to acceptance of the application. If an application for membership is to be considered at Congress, it must be received by the Board at least 45 days before the date of the relevant Congress.

3.3.4 Except as otherwise provided by these Articles, applications for membership will be determined by Special Resolution (either by Congress or by written resolution of the Full Members), at the absolute discretion of the Full Members and without any obligation to give reasons.

3.3.5 Where more than one entity applies to be a Full Member in respect of a Country for which there is no current Full Member, the competing claims will be resolved as follows:

- (a) The Board will specify the criteria by which the competing claims are to be assessed.
- (b) The Board will consider (or will appoint appropriate persons to a committee to consider) the competing claims, in accordance with a fair and impartial process, and make a written recommendation to Congress as to which entity best meets the specified criteria and so should be admitted to membership of the Company.
- (c) Congress will consider the applications (and Board recommendation) at its next meeting and will give each applicant an equal opportunity to be heard before making its decision.
- (d) The decision of Congress will be final. The unsuccessful applicant may appeal that decision to CAS in accordance with Article 15.1(a).

3.3.6 If an application for membership of the Company is approved, such membership will take effect upon the close of the meeting at which the application was approved or on the date of the written resolution, as appropriate.

### **3.4 Withdrawal from membership**

3.4.1 Any Member may withdraw from membership of the Company at the end of any financial year provided it has given the Company at least three months' notice in writing of such withdrawal and has paid in full all monies that it owes to the Company, any Regional Federation and/or any other Member.

### **3.5 Suspension and expulsion from membership**

- 3.5.1 Subject to Article 3.5.3, a Member that fails to pay its annual subscription by 31 January of any year will be automatically suspended from membership and a Member that fails to pay that subscription by the end of that calendar year will be automatically expelled from membership.
- 3.5.2 A Member that has been suspended pursuant to Article 3.5.1 and subsequently pays its outstanding annual subscription in full prior to or on 31 December of the calendar year in which the subscription is due will be automatically readmitted to membership.
- 3.5.3 In the event of circumstances outside a Member's reasonable control, the Board will have the power to waive or defer a Member's obligation to pay its annual subscription, in whole or part, for up to two years, on such conditions as the Board deems appropriate. At the end of that period, however, Article 3.5.1 will apply.
- 3.5.4 In addition to Article 3.5.1 the Full Members may, by Special Resolution, suspend or expel any Member from membership of the Company on any of the following grounds:
- (a) a Member has become insolvent, suspended operations, dissolved, or otherwise ceased to exist, or proposes to do any of those things;
  - (b) a Member no longer satisfies all of the criteria for membership set out in Articles 3.2.1 or 3.2.2;
  - (c) an Associate Member fails to become a Full Member in accordance with the agreed pathway and timeline pursuant to Article 3.2.2(d);
  - (d) an outside body interferes improperly with the autonomy of the Member, in respect of its operations and/or its composition or otherwise;
  - (e) a Member commits a serious or persistent breach of its obligations as a Member, or brings the Company or the sport of Netball into disrepute, or otherwise neglects or compromises the interests of the Company, or there is other just cause to expel the Member;
  - (f) upon the recommendation of the Board, for example, where a Member fails to comply with the reasonable directions of the Board;

provided always that the Member will be given due notice of any such proposal (and the grounds for such proposal) and an opportunity to be heard by the Full Members before any final decision is made. Any such decision will be subject to appeal by the Member to CAS in accordance with Article 15.1(a).

- 3.5.5 Subject to Article 3.5.1, only the Full Members may expel a Member. However, the Board may, by Special Resolution, at any time suspend any Member from membership of the Company on any of the grounds set out in Article 3.5.4 pending consideration of the matter by the Full Members pursuant to that Article. The Board will give the Member due notice and an opportunity to be heard (by written submission unless otherwise determined by the Board) before making any such decision. The suspended Member may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision to suspend the Member pending consideration of the matter by the Full Members.
- 3.5.6 A Member that has been suspended may not exercise any of the rights or benefits of membership of the Company during the period of such suspension. In particular, a suspended Member may not attend, speak or vote at any meeting of the Company (save as expressly set out in these Articles), participate in any capacity in the governance of the Company or in the activities or events of any Regional Federation, or participate (or have any representative team participate) in any International Events. Other Members may not maintain sporting contact with a suspended Member.

- 3.5.7 A Member that has been expelled ceases to be a Member and, if it wishes to regain membership, must make a new application in accordance with Article 3.3.1 and on such terms as determined by the Full Members and/or the Board in their absolute discretion.
- 3.5.8 In cases where action is warranted but suspension or expulsion would be inappropriate, the Full Members (or the Board, subject to ratification by the Full Members) may, by Special Resolution, caution or censure a Member, withhold grants or subsidies from a Member, exclude a Member's national representative team(s) from International Event(s), remove or deny accreditation to representatives of a Member, or take such other action as they deem appropriate, provided that the Member will be given due notice and an opportunity to be heard before any final decision is made. Any such decision will be subject to appeal by the Member to CAS in accordance with Article 15.1(a). A decision by the Board will not be 'final' for these purposes, and therefore no appeal will lie to CAS from such decision, but if necessary the Member affected may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision pending consideration of the matter by the Full Members.

### **3.6 Subscriptions**

- 3.6.1 Each Member shall pay an entry fee on becoming a Member and an annual subscription thereafter, in amounts to be determined by the Board.
- 3.6.2 The Board will notify Members of the amount of the annual subscription by no later than 30 September of each year. Annual subscriptions are due on 1 January of each year and must be paid by 31 January in that year. The Board will be entitled to adopt a policy for rewarding early payment by granting a discount on the subscription.

### **3.7 Rights and obligations of Members**

- 3.7.1 Subject always to the powers to suspend membership rights set out in these Articles:
- (a) A Full Member will enjoy all of the rights and benefits conferred on Members by the Memorandum, the Articles and the Regulations.
  - (b) Save as set out in the Memorandum, these Articles and/or the Regulations, Associate Members will enjoy the same rights and benefits as conferred on Full Members.
- 3.7.2 Each Member must:
- (a) respect and further the purposes set out in Article 2.1 of these Articles;
  - (b) pay when due all subscriptions and other monies owing to the Company;
  - (c) select its office holders by democratic elections free from any improper external influence;
  - (d) manage its affairs autonomously and without interference from bodies outside the Olympic movement;
  - (e) comply with the Memorandum, these Articles and the Regulations;
  - (f) adopt, implement and enforce within its Country, statutes and/or regulations that are consistent with the Memorandum, these Articles and the Regulations, including (without limitation) anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping regulations (as amended from time to time);
  - (g) comply with, recognise and enforce within its Country (i) all decisions of the Company's constituent bodies and/or officials made under the Memorandum, these Articles and the Regulations; (ii) periods of ineligibility and other disciplinary sanctions imposed by

the Company; and (iii) periods of ineligibility and other disciplinary sanctions imposed by Regional Federations or Members;

- (h) keep the Company informed of its current contact details (including its postal address, telephone and fax numbers, and email address) as well as the current full names, residential addresses, telephone and fax numbers and email addresses of its principal office holders;
- (i) provide to the Board, upon request, a copy of its constitution and annual accounts; and
- (j) file such reports on its activities and provide such other information as requested by the Board from time to time.

3.7.3 Subject to the Regulations, only national representative teams of Full Members will be eligible to participate in world championships and other competitions and events organised by or on behalf of the Company.

#### **4. REGIONAL FEDERATIONS**

4.1 Congress may, in its absolute discretion, recognise a Regional Federation for each Region. To be and to remain recognised as a Regional Federation, such federation must satisfy (both at the time it applies for recognition and at all times thereafter) the following requirements:

- (a) it must comply with the Memorandum, these Articles and the Regulations;
- (b) the constitution establishing the body must have been approved by the Board as compliant and consistent in all respects with the Memorandum, these Articles and the Regulations, and must include provisions (i) declaring the Regional Federation's opposition to any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity; (ii) formally undertaking to be bound by and to comply with the Memorandum, these Articles and the Regulations; (iii) incorporating anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping regulations; and (iv) incorporating anti-corruption regulations that are compliant with the Company's anti-corruption regulations; and
- (c) it must admit into membership (and continue the membership of) Members located in its Region, and only those Members (in the event of a dispute as to the area covered by a Region or to which Regional Federation a Member should belong, the decision of the Board will be final and binding); if a member withdraws from or is suspended or expelled from membership of the Company, it will automatically be deemed to have withdrawn from or been suspended or expelled from membership of the Regional Federation.

4.2 Each Regional Federation will derive its authority from the Company, and the Board may delegate such powers and/or responsibilities to Regional Federations as it deems appropriate. In particular, but without limitation, each Regional Federation will be responsible for the following:

- (a) assisting the Company in furthering its purposes in the relevant Region, including implementing the policies of the Company; and
- (b) members of a Regional Federation who are also Full Members of the Company will elect from their Region a director to be appointed to the Board (and will notify such election to the Company at least 60 days before the date of the relevant Congress); the appointed person must not be an employee or Consultant of the Regional Federation or of a Member.

4.3 Congress may suspend or withdraw a Regional Federation's recognition, or take such other action as it deems appropriate, for just cause, provided that the Regional Federation will be

given due notice of any such proposal (and the grounds for such proposal) and an opportunity to be heard before any final decision is made. Any such decision will be subject to appeal by the Regional Federation to CAS in accordance with Article 15.1(a).

- 4.4 The Board may suspend a Regional Federation's recognition, or take such other action as it deems appropriate, for just cause, subject to ratification by Congress. The Board will give the Regional Federation due notice and an opportunity to be heard (by written submission unless otherwise determined by the Board) before making any such decision. Any such decision will be subject to appeal by the Regional Federation to CAS in accordance with Article 15.1(a). A decision by the Board will not be 'final' for these purposes, and therefore no appeal will lie to CAS from such decision, but if necessary the Regional Federation affected may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision pending consideration of the matter by Congress.

## **5. CONGRESS**

### **5.1 Composition and authority**

- 5.1.1 Congress is the Members of the Company in general meeting.
- 5.1.2 Congress has supreme and ultimate authority in relation to the affairs of the Company, including sole and exclusive authority to:
- (a) amend the Memorandum and Articles (which may only be effected by Special Resolution);
  - (b) establish and amend the official rules of the game of Netball (which may only be effected by Special Resolution);
  - (c) admit a Member;
  - (d) expel a Member; and
  - (e) elect the President and Finance Director and appoint the Vice-President and one further Director, in accordance with Articles 6.1.2 to 6.1.11.

### **5.2 Meetings**

- 5.2.1 Ordinary meetings of Congress will be held once every two years, at a date, time and location to be determined by the Board.
- 5.2.2 Special meetings of Congress will be held at a date, time and location to be determined by the Board (a) at the request of the Board, or (b) within 120 days of receipt by the CEO of a written request, signed by Members entitled to exercise at least ten per cent of the Voting Rights in respect of the matter for which the meeting is requested, setting out the object of the meeting and any resolutions or motions to be proposed.

#### *Notice*

- 5.2.3 Members must be given at least 90 days' notice of the date, time and location of the Congress and the general nature of the business to be transacted at the meeting (including details of any positions that are up for election and a summary of the requirements for nomination). However, Congress may be called at shorter notice if Members holding at least 90 per cent of the Voting Rights on all the matters to be considered at the meeting have waived notice of the meeting (and, for this purpose, the presence of a Member at the meeting will constitute a waiver on the part of such Member).
- 5.2.4 The inadvertent failure of the Board to give notice of Congress to a Member, or the fact that a Member has not received notice, does not invalidate the meeting.

- 5.2.5 The Board may fix, as the record date for determining those Members that are entitled to vote at the Congress, the date that notice is given of the Congress or such other date as may be specified in the notice, being a date not earlier than the date of the notice.
- 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.
- 5.2.7 The agenda for the Congress will be provided to Members at least 45 days before the date of the meeting and, in the case of an ordinary Congress, will include:
- (a) the minutes of the previous Congress and notice of a motion to approve those minutes and consider any matters arising there from;
  - (b) a report from the Board;
  - (c) details of any applications for membership to be considered;
  - (d) details of any motions or proposals to be considered;
  - (e) details of any other business to be considered; and
  - (f) the proposed date and place of the next Congress.
- 5.2.8 Any matter that is not included on the agenda sent to Members may only be discussed at the meeting if the Members present at the meeting agree to do so.

#### *Attendance*

- 5.2.9 Meetings of Congress may be attended by the following persons:
- (a) Each Full Member will be entitled to appoint up to two delegates to attend at Congress, along with one further person to attend solely as an observer with no entitlement to speak (save with the permission of the chair of Congress) or vote.
  - (b) Each Associate Member will be entitled to appoint one person to attend at Congress, solely as an observer with no entitlement to speak (save in relation to any item included on the agenda by the Associate Member pursuant to Article 5.2.6, or with the permission of the chair of Congress) or vote.
  - (c) The CEO and Directors may attend and speak at any Congress but will not be entitled to vote (save that the chair of Congress will have a casting vote in the case of equality of voting).
  - (d) In respect of any applications for membership to be considered at Congress, the Board may invite up to two delegates of the applicant to attend Congress as observers and make a short statement in support of the application.
  - (e) Other observers and speakers, at the discretion of the Board, save that this provision will not be used to allow the attendance of additional representatives of Members, suspended or former Members or disqualified members of the Board. Such invitation to attend and/or speak may be challenged by any Full Member and, if any such challenge is upheld by Special Resolution, the invitation will be withdrawn.
  - (f) As otherwise provided in these Articles.
- 5.2.10 A Member will be deemed to be present at Congress if (a) such Member participates by telephone or other electronic means, and (b) all Members participating in the Congress are able to communicate with each other.

- 5.2.11 An individual may only represent one Member at Congress (either as a delegate or as an observer), and may not speak or vote on behalf of another Member (except as a duly appointed proxy). The chair of Congress may call for evidence of authority of any individual purporting to cast a vote on behalf of a Member.
- 5.2.12 A Member may be represented at Congress by a proxy who may speak and vote on behalf of the Member. The instrument appointing a proxy must be produced at the place designated for the Congress before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the Congress may specify an alternative or additional place or time at which the proxy must be presented. The instrument appointing a proxy must be in such form as the chair of the Congress accepts as properly evidencing the wishes of the appointing Member.
- 5.2.13 Directors will not be permitted to represent a Member at Congress in any capacity.
- 5.2.14 No business (except an adjournment) will be transacted at Congress unless a quorum is present when it proceeds to business. A meeting of Congress is duly constituted and quorate if, at the commencement of the meeting, there are ten Full Members present by virtue of their duly appointed delegate(s) or by proxy. If such a quorum is not present within one hour from the time appointed for Congress, or if during Congress such a quorum ceases to be present, Congress will be adjourned to a date, time and location to be determined by the Board (and notified to Congress). Where such Congress is adjourned for 45 days or more, notice of the adjourned Congress will be given in the same manner as for the original Congress; otherwise, however, Members will not be entitled to any further notice of an adjournment or of the business to be transacted at an adjourned Congress.
- 5.2.15 The President will preside as chair at every Congress. If there is no President, or if the President is not present within 15 minutes from the time appointed for Congress, the Members present and entitled to vote will choose one of the members of the Board to chair the meeting or, if no such members are present or if all such present members decline to chair the meeting, will choose one of their number to take the chair.
- 5.2.16 The chair of Congress may, with the consent of Congress at which a quorum is present (and will if so directed by Members holding in excess of 50 per cent of the Voting Rights), adjourn Congress from time to time and from place to place (notifying Congress of the date, time and location of the adjourned meeting), but no business will be transacted at an adjourned Congress other than business that might properly have been transacted at Congress had an adjournment not taken place. Where such Congress is adjourned for 45 days or more, notice of the adjourned Congress will be given in the same manner as for the original Congress; otherwise, however, Members will not be entitled to any further notice of an adjournment or of the business to be transacted at an adjourned Congress.

#### *Decision-making*

- 5.2.17 Each Full Member is entitled to cast one vote on a resolution. For the avoidance of doubt, this is one vote per Full Member and not per delegate. Associate Members are not entitled to vote.
- 5.2.18 Unless otherwise specified in the Act or in the Memorandum or Articles, the exercise by the Members of a power given to them under the Act or the Memorandum or Articles will be by:
- (a) a resolution passed at Congress; or
  - (b) a resolution consented to in writing by the Members.
- 5.2.19 Subject to any requirement for a higher majority specified in the Act or in the Memorandum or these Articles, a resolution of the Members is passed at Congress if it is approved by Members holding a majority of in excess of 50 per cent of the Voting Rights exercised in relation thereto. Members will be entitled to vote by delegate or by post. All postal votes must be lodged with the Company at least 14 days prior to the relevant Congress.

- 5.2.20 At any Congress the chair is responsible for deciding whether any resolution proposed has been carried or not, in such manner as the chair considers appropriate. The result of such decision shall be announced to the Congress and recorded in the minutes of the Congress.
- 5.2.21 Any action that may be taken by the Members at Congress may also be taken by a resolution consented to in writing by Members holding in excess of 50 per cent of the Voting Rights in relation thereto (subject to any requirement specified in the Act or these Articles for a resolution to be passed by a particular majority) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. If any written resolution of the Members is adopted, a copy of such resolution will be sent to all Members forthwith upon it taking effect.
- 5.2.22 Where a written resolution has been circulated to a Member pursuant to Article 5.2.21 and has not been received back by the Company within 30 days of being sent, that Member will be deemed to have approved and signed the resolution.

## **6. THE BOARD**

### **6.1 Composition**

6.1.1 The Board will be comprised of:

- (a) the President, Vice-President, Finance Director and one further Director, each elected or appointed in accordance with Articles 6.1.2 to 6.1.11 (and each of whom must not be a director, employee or Consultant of a Regional Federation or a Member);
- (b) one Director from each of the five Regional Federations, each elected in accordance with Articles 4.2 and 6.1.10 and
- (c) the Corporate Director

The composition of the Board may only be varied by amendment to these articles.

6.1.2 Nominations for elected Board members must be received by the Company at least 60 days before the date of the Congress at which the election is to be held. A nomination will not be valid unless:

- (a) it is proposed by a Full Member and seconded by another Full Member in accordance with any nomination form prescribed; and
- (b) before the election takes place, the Company has received a CV and statement signed by the nominee confirming their willingness to stand and confirming that they have no pecuniary interest in the game of Netball (or, if they do have such an interest, setting out in full the nature and extent of such interest, which statement will be included in the papers distributed for Congress).

6.1.3 Details of all nominations received will be included in the papers distributed for the meeting of Congress at which the election is to be held, including a list of all valid nominations, any statements of pecuniary interest and a CV for each nominee.

6.1.4 Prior to the election, each nominee will be given the opportunity to be heard by Congress (for a maximum of five minutes) and Congress will have the opportunity to ask questions of the nominee.

6.1.5 Elections will be conducted by secret ballot in the following order (where applicable):

- (a) Election for President.
- (b) Election for Finance Director. If the elected President is also a nominee for the role of Finance Director, they will be automatically removed from the election for Finance Director.

- 6.1.6 On all elections (including where there is only one nominee for any given role), the elected nominee must receive more than one half of the votes duly recorded. If there are more than two nominees and no one nominee receives more than one half of the votes duly recorded, then a further ballot or ballots will be held. On each ballot after the first one, the nominee who has received the least number of votes on the previous ballot will be automatically removed from further ballots for that role. This process will continue until one nominee secures more than one half of the votes duly recorded in the ballot, and that nominee will be elected. If in any ballot two or more nominees have an equal number of votes and one of them has to be removed from further ballots, the nominee with the least number of votes in the previous ballot (in which they did not have an equal number of votes) will be removed. Pursuant to Article 5.2.9(c), the chair of Congress will have a casting vote in the case of equality of voting.
- 6.1.7 The appointment by the Congress of the Vice-President and one further Director will be made on the recommendation of the Board following an open, publicly advertised recruitment process led by the Nominations Committee. The procedure shall be formal, rigorous and transparent, and all recommendations for appointment will be made on merit in line with the skills required of the Board.
- 6.1.8 Subject to Article 6.1.9 and the Regulations (and with the exception of the Corporate Director):
- (a) the term of office of each elected or appointed member of the Board will be four years, and elected or appointed members of the Board will hold office
    - from the close of the Congress at which they were elected or appointed or associated International Event, such as the Netball World Cup (whichever is later),
    - until the close of Congress at which their position falls vacant for election or appointment or associated International Event (whichever is later);
  - (b) subject to Article 6.1.8(c), each Director elected or appointed pursuant to Article 6.1.1(a) will retire from office at the second ordinary Congress after the Congress at which they (or, if elected or appointed pursuant to Article 6.1.10, the Director originally appointed for the relevant term) were previously elected or appointed;
  - (c) subject to Article 6.1.11, a Director who retires by rotation may offer themselves for re-election.
- 6.1.9 A Director will be deemed to have vacated office if (to the extent applicable):
- (a) They resign from office by written notice to the Company;
  - (b) They are ineligible or ceases to be a Director by virtue of any provision of the Act (including, without limitation, sections 93 and 96), or become prohibited by law from being a Director;
  - (c) They become bankrupt or in the case of the Corporate Director insolvent or make any arrangement or composition with their creditors generally;
  - (d) an order is made by a court having jurisdiction (whether in the Isle of Man or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, liquidator or other person to exercise powers with respect to their property or affairs;
  - (e) with the exception of the Corporate Director, they are absent from Board meetings for more than two consecutive meetings, without the consent of the Board, and the Board determines that their office should be vacated; or
  - (f) they have been convicted of a criminal offence (other than a motoring offence not resulting in a custodial sentence) and the Board determines that their office should be vacated.

- 6.1.10 In the event of a vacancy on the Board in respect of a Director elected or appointed pursuant to Articles 6.1.2 to 6.1.11, the Board will elect or appoint (as applicable) a replacement to hold office for the remainder of the term. In the event of a vacancy on the Board in respect of a Director appointed pursuant to Article 4.2, the Board will call upon the relevant Regional Federation to elect a replacement to hold office for the remainder of the term.
- 6.1.11 No Director (other than the Corporate Director) may serve more than three consecutive terms provided however that when a Board Member is elected or appointed to fill a vacancy on the Board and;
- (a) the unexpired term of their predecessor in office is for two or more years, such term shall constitute a full term and the Board Member may serve two additional consecutive four-year terms following the completion of the filled vacancy term; or
  - (b) the unexpired term of their predecessor in office is for less than two years, the term shall not constitute a full term and the Board Member may serve three additional consecutive four-year terms following completion of the filled vacancy.

## **6.2 Powers of the Board**

- 6.2.1 Subject to the provisions of the Act, these Articles, and any directions given by Special Resolution of the Full Members, the business of the Company will be managed by the members of the Board (excluding the Corporate Director), for which purpose it may exercise all of the powers of the Company. Such business includes:
- (a) reviewing the progress of the Company;
  - (b) reviewing the policies of the Company;
  - (c) preparing a strategic plan for the future of the Company;
  - (d) approving, issuing, amending and rescinding Regulations;
  - (e) appointing committees and panels pursuant to Article 8;
  - (f) marketing and promoting Netball and duly sanctioned events worldwide;
  - (g) including notice of any motions, proposals or other matters on the agenda for Congress;
  - (h) approving the Company's, annual statement of accounts and balance sheet;
  - (i) determining the subscriptions payable by Members;
  - (j) appointing the auditors and determining their remuneration; and
  - (k) changing the Company's registered agent or the location of the Company's registered office.
  - (l) Ensuring a clear and adequate risk management process;
  - (m) monitoring the implementation of ethical principles and rules;
  - (n) and approving the Company's annual budget.
- 6.2.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by the Directors (excluding the Corporate Director).
- 6.2.3 Any written contract, deed, instrument, power of attorney or other document may be made or executed on behalf of the Company by any person (including any Director) acting with the authority of the Directors.
- 6.2.4 The Board acting with the consent of the Corporate Director, may resolve, by power of attorney or otherwise, to appoint any person(s) (including a Director) to be the agent of the Company, for such purposes and on such conditions as they determine.
- 6.2.5 All relevant decisions of the Board will be reported to Members following each Board meeting (in a format to be determined by the Board from time to time) and in the biennial report provided to Congress pursuant to Article 5.2.7.

6.2.6 Notwithstanding any other provision of these articles, the Corporate Director will waive its right to vote at Board meetings and shall be discharged of its obligation to attend Board meetings.

### **6.3 Meetings**

6.3.1 Subject to the provisions of these Articles, the Board will regulate its proceedings as it sees fit.

6.3.2 The Board will meet as often as it considers necessary or desirable, but in any event at least twice a year. A Board member may require the CEO to call a Board meeting.

6.3.3 The President will chair all meetings of the Board. In the absence of the President, the Directors present at the meeting may appoint one of their number to be the chair of the meeting and may at any time remove them from that role.

6.3.4 The CEO will be entitled to attend and speak at all meetings of the Board.

6.3.5 Where the President considers it appropriate, Board meetings may be held by telephone or video conference or by any other like facility, provided that each Director is given notice of the meeting and, if they wish to participate, is able to participate effectively in the meeting and can properly follow the proceedings and contribute thereto; provided always that at least one Board meeting each year must take place with the personal attendance of the Directors other than the Corporate Director.

6.3.6 A meeting of the Board is duly constituted and quorate if, at the commencement of the meeting, there are five Directors present, of which at least one is the President, Vice-President or Finance Director.

6.3.7 The continuing member(s) of the Board may act notwithstanding any vacancies in their number but, if the number of Board members is less than the number required for a quorum, the continuing member(s) may act only for the purposes of filling the vacancies or calling a Congress.

6.3.8 All acts of the Board, or of a committee of the Board, or by a person acting as a member of the Board will, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Board or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board and had been entitled to vote.

6.3.9 Subject to the provisions of the Act, a member of the Board, notwithstanding their office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) will not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement will be liable to be avoided on the ground of any such interest or benefit.

6.3.10 A member of the Board will be obliged to disclose all (direct or indirect) material and pecuniary interests that they have in any matter to be discussed.

6.3.11 For the purposes of these Articles:

- (a) a general notice given to the Board that a member of the Board is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or

arrangement in which a specified person or class of persons is interested, will be deemed to be a disclosure that the member of the Board has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a member of the Board has no knowledge and of which it is unreasonable to expect them to have knowledge will not be treated as an interest that must be disclosed in accordance with Article 6.3.10.

6.3.12 Save as otherwise provided by these Articles, a member of the Board will not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which they have directly or indirectly a pecuniary interest or duty which is material and which conflicts or may conflict with the interests of the Company unless their interest or duty arises only because the case falls within one or more of the following paragraphs:

- (a) The resolution relates to the giving to the member of the Board of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them for the benefit of the Company, or any of its subsidiaries.
- (b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the member of the Board has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

For the purposes of this Article, a pecuniary interest of a person who is connected with a member of the Board shall be treated as a pecuniary interest of the member of the Board.

6.3.13 A member of the Board shall not be counted in the quorum present at a meeting of the Board in relation to a resolution on which they are not entitled to vote.

6.3.14 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a member of the Board to vote, the question shall be referred to the chair of the meeting and their ruling shall be final and conclusive.

6.3.15 Each Director is entitled to one vote on a resolution, save that the chair of the meeting will have one deliberative vote and one casting vote.

6.3.16 Unless otherwise specified in the Act or in the Memorandum or these Articles, the exercise by the Directors of a power given to them under the Act or the Memorandum or these Articles will be by a resolution passed at a meeting of, or consented to in writing by, the Directors (or any committee of Directors).

6.3.17 Subject to any contrary provision in the Memorandum or these Articles, a resolution of Directors is passed at a meeting of the Directors if it is approved by a majority of the Directors who are present at such meeting and, being entitled to do so, vote thereon.

6.3.18 Any action that may be taken by the Directors (or a committee of Directors) at a meeting may also be taken by a resolution of the Directors (or a committee of Directors) consented to in writing by a majority of the Directors (or committee of Directors) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. If any written resolution of the Directors (or committee of Directors) is adopted, a copy of such resolution will be sent to all such Directors forthwith upon it taking effect.

6.3.19 Where a written resolution has been circulated to a Director pursuant to Article 6.3.18 and has not been received back by the Company within 30 days of being sent, that Director will be deemed to have approved and signed the resolution.

## **6.4 Remuneration**

- 6.4.1 No Director, except the President and the Corporate Director, will be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company for discharging their duties as such.
- 6.4.2 With the exception of the Corporate Director, Directors will be reimbursed travelling, hotel and other expenses properly incurred by them in connection with their attendance at Company events or meetings of Directors or meetings of Congress or other meetings or otherwise in connection with the discharge of their duties.
- 6.4.3 With the exception of the Corporate Director, Directors may be paid a daily expense allowance when engaged on official business of the Company.
- 6.4.4 The Corporate Director will be remunerated in line with the scale of charges agreed annually with the company.

## **7. CHIEF EXECUTIVE OFFICER**

- 7.1 A CEO will be appointed by the Board and engaged, for such term and on such conditions as the Board thinks fit, to perform the day-to-day administration and management of the Company's affairs and such other tasks as the Board may determine from time to time.
- 7.2 The Board may terminate the contract of the CEO, subject to the terms thereof and any other legal obligations, as it sees fit.

## **8. COMMITTEES AND PANELS**

- 8.1 The Board may appoint committees and panels to carry out such duties as determined by the Board and may issue Regulations concerning such appointment.

## **9. DISTRIBUTIONS**

- 9.1 The income, property and all other assets of the Company will be applied solely in furtherance of its objects as set out in Article 2.1, and no portion thereof will be paid or transferred, directly or indirectly (including by way of distribution, dividend, bonus or otherwise howsoever by way of profit), to any Member, provided that nothing herein will prevent the Company from distributing grants to Members in accordance with its objects.

## **10. WINDING UP**

- 10.1 The Company may only be dissolved by a Special Resolution of the Full Members.
- 10.2 Upon the winding-up or dissolution of the Company, whether by virtue of a resolution of the Full Members or otherwise, if there remains any property whatsoever after the satisfaction of all of the Company's debts and liabilities, that remaining property will not be distributed among the Members but will either:
- (a) be given or transferred to some other organisation(s) having objects similar to those of the Company, and which prohibits the distribution of its income and property to an extent at least as great as the prohibition on the distribution of the income and property of the Company; or
  - (b) be transferred to a third-party professional trustee in the Isle of Man or in the country in which the Company's secretariat is situated, to be held in trust until the International Netball Federation is re-established.

## **11. NOTICES**

- 11.1 Any document, notice, information or written statement to be given, sent, supplied, delivered or provided to any person or Member by the Company, whether pursuant to these Articles, the Act or otherwise, is to be treated as served where it is made available on a website or it is sent

in electronic form or by personal service or by mail addressed to the person or Member at their last address notified to the Company.

- 11.2 Any document, notice, information or written statement sent by electronic communication to an address for the time being notified to the Company will be deemed to be given at the expiration of 48 hours after the time it was sent.
- 11.3 Proof that an envelope containing a document, notice, information or written statement was properly addressed, prepaid and posted by registered post or first class air mail post will be conclusive evidence that it was given by mail. Such document, notice, information or written statement will be deemed to be given at the expiration of 14 days after the envelope containing it was posted.
- 11.4 A Member will be deemed to have received notice of any meeting in the event that an authorised representative of that Member was present at that meeting.
- 11.5 Notices or documents to be served on the Company will be treated as served where they are delivered to the office of the Company's secretariat or to the registered office of the Company.

## **12. ACCOUNTS AND AUDIT**

- 12.1 The Board will ensure that the Company keeps reliable accounting records that correctly explain the Company's transactions, enable the financial position of the Company to be determined with reasonable accuracy at any time and allow financial statements to be prepared.
- 12.2 The financial year of the Company will be 1 January to 31 December.
- 12.3 The reporting currency of the Company will be pounds sterling.
- 12.4 Accounting records will be kept at the office of the Company's secretariat or at such other place or places as determined by the Board.
- 12.5 The Board will be responsible for preparing an annual statement of accounts and balance sheet relating to the Company's activities.
- 12.6 At least once a year the accounts of the Company will be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors. The auditor(s) will examine the financial statements and state in a written report whether or not:
- (a) in the opinion of the auditor(s), the financial statements give a true and fair view of the receipts, payments and other transactions undertaken by the Company for the period covered by the financial statements, and of the assets and liabilities of the Company at the end of the period; and
  - (b) all the information and explanations required by the auditor(s) have been obtained.
- 12.7 The Board will ensure that the annual statement of accounts and balance sheet are prepared and audited as soon as practicably possible after the financial year end to which the accounts relate and, in any event, not later than three months after the financial year end.
- 12.8 The Board will arrange for a copy of the income and expenditure account, balance sheet and auditor's report to be sent to all Full Members no later than 90 days after the receipt of the auditor's report.
- 12.9 The auditor(s) will be appointed, and their remuneration determined, by the Board.

## **13. INDEMNITY**

- 13.1 Subject always to Article 13.2 and section 112 of the Act, without prejudice to any indemnity to which the person(s) concerned may otherwise be entitled, every Director and other officer of the Company (other than anyone engaged by the Company as an auditor), every person who was, at the request of the Company, serving as a director and/or officer of an associated company, every member of a committee or panel appointed by the Board, and every other appointee of the Board, will be indemnified out of the assets of the Company against:
- (a) any liability incurred by them in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and
  - (b) all expenses, including legal fees, and all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings against any such person who is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a Director, officer or other person as is set out above.
- 13.2 The indemnity in Article 13.1 only applies if the person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and, in the case of criminal proceedings, such person had no reasonable cause to believe that their conduct was unlawful.
- 13.3 The decision of the Directors as to whether the person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and as to whether the person had no reasonable cause to believe that their conduct was unlawful is, in the absence of fraud, sufficient for the purposes of these Articles, unless a question of law is involved.
- 13.4 The Board may purchase and maintain insurance, at the expense of the Company, in relation to any person who is or was a Director or other officer of the Company, any person who is or was, at the request of the Company, serving as a director and/or officer of an associated company, any member of a committee or panel appointed by the Board, and any other appointee of the Board, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability under Article 13.1.
- 13.5 Subject to section 60(5) of the Act, no Director, former Director, officer or liquidator of the Company will be liable for any liability or default of the Company, unless specifically provided in the Act or in any other enactment and except in so far as that person may be liable for that person's own conduct or acts.

#### **14. MINUTES AND RECORDS**

- 14.1 The Board will ensure that minutes are recorded, and books kept in relation to:
- (a) all appointments made by the Board;
  - (b) all proceedings at all meetings of the Company, including meetings of the Members, the Board and any committee or panel, such minutes to include details of those present, the location, time and date of the meeting; and
  - (c) all decisions made at such meetings.
- 14.2 The following documents will be kept at the office of the Company's Isle of Man registered agent:
- (a) copies of the Memorandum and Articles signed by each of the subscribers;
  - (b) a copy of the register of Members;
  - (c) a copy of the register of Directors;

- (d) a copy of the register of charges;
- (e) copies of minutes of all meetings of the Members and the Directors;
- (f) copies of all notices and other documents filed by the Company with the Registrar in the previous six years; and
- (g) if not included in the copies of the register of Members or Directors, a separate record of each party's residential address.

14.3 The following documents will be kept at the office of the Company's secretariat:

- (a) the original register of Members and register of Directors;
- (b) minutes of all meetings and resolutions of the Members;
- (c) minutes of all meetings and resolutions of the Directors; and
- (d) all accounting records required to be kept under the Act.

14.4 The Company will notify its registered agent within 14 days of any change to its register of Members or register of Directors.

14.5 The records kept by the Company under this Article will be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act 2000.

14.6 Except as provided by law or authorised by the Directors, no person or entity is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

## **15. DISPUTE RESOLUTION**

15.1 The Company recognises the CAS, which will have jurisdiction to hear and determine the following, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever:

- (a) any final decision of a body made pursuant to these Articles that provides for an appeal from that decision directly to CAS; and
- (b) any matters as set out in the Regulations.

15.2 The CAS will resolve any matter referred pursuant to Article 15.1 definitively in accordance with its Code of Sports-Related Arbitration. CAS shall primarily apply the various Regulations of INF and, additionally, Isle of Man law.

15.3 Decisions of the CAS may not be challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

## **16. GOVERNING LAW**

16.1 The Memorandum and Articles, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), will be governed by and construed in accordance with the laws of the Isle of Man (without regard to the conflict of law principles thereof).

## 17. DEFINITIONS AND INTERPRETATION

17.1 Capitalised terms in these Articles have the following meanings:

**Act** means the Isle of Man Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force.

**Articles** means these Articles of Association of the Company, as amended from time to time.

**Associate Member** means an entity that has been admitted as a member of the Company in accordance with Article 3.3.

**Board** means the board of Directors, elected or appointed pursuant to Articles 4.2 and 6.1.1 to 6.1.11.

**CAS** means the Court of Arbitration for Sport in Lausanne, Switzerland.

**CEO** means the chief executive officer of the Company, appointed pursuant to Article 7.

**Company** means the International Netball Federation Limited.

**Congress** means the meeting of the Members of the Company referred to in Article 5.1.

**Consultant** means any person appointed by a Regional Federation or Member (as applicable) to provide professional advice and/or services and who is remunerated for such advice and/or services.

**Corporate Director** means Ceteris Limited, an Isle of Man 2006 Act Company incorporated on 23<sup>rd</sup> August 2013 under company number 010089V, having its registered office at First Floor, Millennium House, Victoria Rd, Douglas, Isle of Man, IM2 4RW or such other company as may be appointed from time to time by the Company to act as a corporate director of the Company.

**Country** means the whole country, state, territory or part of a territory under the jurisdiction of a National Association, as recognised by the Company in its absolute discretion.

**Director** means a director of the Company, elected or appointed pursuant to Article 4.2 or Articles 6.1.1 to 6.1.11.

**Finance Director** means the person elected pursuant to Article 6.1.5(b).

**Full Member** means a National Association that has been admitted as a member of the Company in accordance with Article 3.3.

**International Event** means a duly sanctioned match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

**Member** means an entity that has been admitted as a member of the Company in accordance with Article 3.3.

**Memorandum** means the Memorandum of Association of the Company, as amended from time to time.

**National Association** means a national governing body of Netball.

**Netball** means the sport of netball and other derivatives of the game as determined by the Board from time to time.

**Nominations Committee** means the committee appointed by the Board pursuant to Article 8.1 that is responsible for developing and maintaining a formal, rigorous and transparent procedure

for making recommendations on appointments and reappointments to the Board in accordance with Article 6.1.7.

**Participants** means all those involved in netball including but not limited to players, coaches, athlete support personnel, officials, administrators.

**President** means the person elected pursuant to Article 6.1.5(a).

**Region** means one of the following areas: Africa, Asia, Europe, Oceania and the Americas.

**Regional Federation** means a regional federation established in accordance with Article 4.

**Registrar** means the Registrar of Companies appointed under section 205 of the Act.

**Regulations** means any rules, regulations, codes or policies made by or on behalf of the Company, as amended from time to time.

**Special Resolution** means any resolution duly passed at any meeting by 75 per cent or more of those persons attending and entitled to vote or, in the case of a written resolution, duly passed by 75 per cent or more of those persons entitled to receive a copy of the resolution.

**Vice-President** means the person appointed pursuant to Article 6.1.7.

**Voting Rights** means, in relation to a resolution of the Members, all the rights to vote on such resolution conferred on such Members on the basis that each Member is entitled to one vote on any resolution on which such Member is entitled to vote.

- 17.2 'Written' or any term of like import includes information generated, sent, received or stored by electronic, digital, magnetic, optical, electromagnetic, biometric or photonic means including electronic data interchange, electronic mail, telegram, telex or telecopy, and 'in writing' will be construed accordingly.
- 17.3 In these Articles, unless the context otherwise requires:
- (a) a reference to an 'Article' is a reference to an article in these Articles;
  - (b) words denoting any one gender include all other genders and words denoting the singular will include the plural and vice versa; words importing persons except the word 'individual' will include associations, federations, corporations and other organisations whether incorporated or unincorporated; and
  - (c) unless defined herein, words or phrases in these Articles bear the same meaning as they bear in the Act.
- 17.4 Headings are for ease of reference only and will not affect the interpretation of these Articles.
- 17.5 Where there is any conflict between the provisions of these Articles and any Regulations, the provisions of these Articles will prevail.



INTERNATIONAL  
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Congress 2019

#### Item 14 Other Business Notified by Members

The following items were received and papers are distributed accordingly:

Member Country	Item
Botswana	INF communication with Member country individuals
Cayman	Review the INF Regulations Player Eligibility Clause
	Review the INF Rules of Netball Footwork Offence
	Create policies for International Test Matches
	Increase the number of countries playing at the Netball World Cup
Ghana	INF Development Project
New Zealand	Transgender Policy/Guidelines for Community Netball
Pakistan	Netball World Cup International Trophy Tour
	Officially Recognise Men Netball & World Cup
	Coaching & Umpiring Courses
St Maarten	Review the INF Regulations Player Eligibility Clause
USA	Review the INF Regulations Player Eligibility Clause



## INF Congress 2019

### Agenda items from Members

In accordance with INF Article 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.

**Please submit agenda items and background papers via email to the INF Secretariat before 5pm 10<sup>th</sup> May 2019 with this covering form:**

**INF Member Country:** Botswana Netball Association

**Full/Associate:** Botswana Netball Association [BONA]

**Region:** Africa

**Agenda item title** INF communication with Mmember country individuals

**Brief explanation:** It has been observed that INF Secretariat has the tendency to consult individuals for positions, applications and other INF related activities before consulting the affiliates who should then communicate to its members. This creates unnecessary tensions between affiliates and members.

**List of supporting documents (if any):** BONA Correspondence with INF attached

**Signed:** 

**Name (capitals):** DR. K Hulela

**Position** Secretary General

## Maggie Ross

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**From:** Lucille Seymour <lucilleseymour@yahoo.com>  
**Sent:** 10 May 2019 14:40  
**To:** Congress nwc2019  
**Cc:** Maggie Ross  
**Subject:** Issues for Congress 2019

For Congress to review the eligibility clause for ranking games.

Let it be resolved that Congress review the eligibility clauses especially for ranking games as it affects small nations such as the Cayman Islands. These countries expansion is dependent on non-aliens and the rule should only apply if you are coming from a country where you are currently training or a member of their national squad

2). Be it resolve that Congress acknowledges that the footwork offense is based on guesstimate by the umpire and on estimation and not an actual fact or action as other rules .An umpire actually sees an infraction between two players. But it penalizing the foot work rule has no tangible evidence. The speed of the game and its contesting physicality does not give the umpire time to be accurate The rule has to be modified or obviated . Taken it out will advance the game to a higher standard 3). That congress set a policy on registered members with Regional bodies or INF develop a code of communication for the following Any member playing over seas with another netball country communicate to each other when any registered member of its association will be playing their country whether in goodwill or friendly games. That those members have traveling guidelines especially safe guarding or child protection polices when they are traveling with youth.

That the country netball Association holding such tournaments informs its regional body through completion of a form and a fee attached for recognition of that event to be held.

That those holding such events and obtaining public funds are deemed charitable under the charities law in their country and are affiliated with their parent netball Association

4)That for the next world cup Congress widens it selection pool of 16 to 20 countries who will compete in the world cup As Congress registers more countries then the number for World Cup must increase Added to that as of this world cup. Congress to allocate a % to be allocated to small countries like the Cayman islands for coaching development which is to be no less than their registration fee perhaps the cost of a peripatetic specialist to do to that country

That Congress through whatever means to review the championship qualifying system for World cup to ensure that its policies on qualifying will not retard small countries like the Cayman Islands from ever moving up to participate in this championship ever. That its format from regional countries is annexed to the purpose of moving up and that small states have equal opportunity based on its resources cash and personnel from IFN have equal chance to go up the ladder of winning success That each region and netball country has a link with the training and skillset committee to take advantage of what the top sixteen countries have

Lucille Seymour  
Email: lucilleseymour@yahoo.com  
Phone: 1 (345) 916-1944



# INF Congress 2019

## Agenda items from Members

In accordance with INF Article 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.

Please submit agenda items and background papers via email to the INF Secretariat before 5pm 10<sup>th</sup> May 2019 with this covering form:

INF Member Country NETBALL FEDERATION OF GAMBIA

Full/Associate FULL

Region AFRICA

Agenda item title ESTABLISH PROJECT TO ASSIST DEVELOPING NATIONS.

Brief explanation

INF SHOULD SET UP A DEVELOPMENT PROJECT - LIKE "THE GOAL PROJECT" OF FIFA; WHERE FUNDS ARE GIVEN TO COUNTRIES TO BUILD RESOURCE CENTRES FOR THE TRAINING OF COACHES, OFFICIALS AND ADMINISTRATORS.

List of supporting documents (if any)

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\_\_\_\_\_

\_\_\_\_\_

Signed: [Signature]

Name (capital letters) REV. E. D. MIKOL

Position PRESIDENT.



## INF Congress 2019

### Agenda items from Members

In accordance with INF Article 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.

**Please submit agenda items and background papers via email to the INF Secretariat before 5pm 10<sup>th</sup> May 2019 with this covering form:**

<b>INF Member Country</b>	<b>New Zealand</b>
<b>Full/Associate</b>	<b>Full</b>
<b>Region</b>	<b>Oceania</b>
<b>Agenda item title</b>	<b>Transgender Policies/Guidelines for Community level Netball</b>

#### **Brief explanation**

Participation of Transgender athletes is becoming increasingly topical across international and community level sport.

To proactively promote and allow inclusivity in Netball and prevent situations where participation is affected by discrimination, organisations must be guided by clear international and national policies and processes.

Netball New Zealand believe the current INF Transgender Regulations are not fit for purpose for our community level game and have the potential to be increasingly challenging to implement at an elite level. We understand that the current INF guidelines for International level participation for Transgender athletes are under review.

Netball New Zealand follow the INF guidelines which are stipulated in the Netball New Zealand Regulations. The application of these regulations across the community arm of the sport is challenging. Netball New Zealand recently undertook a survey to better understand these challenges and identified that the international standards in some respects were difficult to implement by members and too stringent for community level participation with the potential to provide barriers to participation and discrimination.

Netball Australia and Netball England have also recently been involved in the process of developing and reviewing Transgender inclusivity guidelines.

Netball New Zealand believe there is an opportunity for INF to develop a guiding document to ensure consistency across member nations for international and community level participation of Transgender athletes and recommend INF to consider a workstream to help support this.

List of supporting documents (if any) - none

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Signed:



Name (capitals)

JENNIE WYLLIE

Position

CHIEF EXECUTIVE



**INTERNATIONAL  
NETBALL  
FEDERATION**

## INF Congress 2019

### Agenda items from Members

In accordance with INF Article 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.

**Please submit agenda items and background papers via email to the INF Secretariat before 5pm 10<sup>th</sup> May 2019 with this covering form:**

**INF Member Country:** PAKISTAN NETBALL FEDERATION

**Full/Associate:** FULL

**Region:** ASIAN REGION

**Agenda item title:** 1. NETBALL WORLD CUP TROPHY

2. OFFICIALLY RECOGNIZE MEN NETBALL AND WORLD CUP

3. COACHING & UMPIRING COURSES

**Brief explanation:**

**1. NETBALL WORLD CUP TROPHY:** Pakistan Netball Federation would like to suggest that Netball World Cup Trophy should visit each participating country for exhibition which will encourage netball fans, athletes, spectators and as well as electronic & print media. The organizer would also invite Government officials as Guests. This kind of act will enhance the popularity of Netball sports globally. The International Cricket Council (ICC) always circulates the Cricket World Cup trophy to each member counties for their development and promotion to attract the multinational & national sponsors. As well as, the International Olympic Committee (IOC) and Common Wealth Games Federation always sent the Olympic/ Common Wealth Games Torch for each participating countries to attract the peoples of the nations and TV channels also live telecast the ceremonies. The local organizers should also invite Foreign Missions, High Commissioners, Ambassadors and Government machineries.

It is requested to all members of the house please consider this point.

**2.OFFICIALLY RECOGNIZE MEN NETBALL & WORLD CUP:** The International Netball Federation (INF) is the governing body of Netball Sports globally and its domain is to flourish the netball sports worldwide. The Netball is recognized sports of International Olympic Committee (IOC) since 1995 but it has still not been played at any Olympic Games since then. We believe netball should be included in the 2024 Olympics. The large numbers of current Olympic sports have only recently opened their doors to women and how women's sports is always held to a higher gender equality standard than men's. IOC always focuses and tell INF needs to commence operations for equality at both gender, so that many men can play as much as women. The Olympic inclusion would give us the extra funding, publicity and commercial revenue streams we need to begin to make our game gender equal. The issue of male over-representation in terms of total number of sports and athletes is structural. In the United Kingdom, for example, more male athletes than female ones receive financial support. Sports officials rationalise this uneven distribution by claiming that there are more opportunities for men to win at the highest level. The importance of being part of the Summer Olympics is

Forward this nomination to: INF CEO, INF Secretariat, Albion Wharf, 19 Albion Street, Manchester M1 5LN.

Email: [inf@netball.org](mailto:inf@netball.org)

Fax: + 44 (0) 161 234 6516

illustrated by baseball/softball, and the benefits the sport derived from its inclusion. This included additional media coverage, especially during Olympic years. Olympic recognition plays an important part in getting sponsorship for local competitions around the world and providing new opportunities for females.

I take this opportunity to share with everyone that various National Netball Associations who are affiliated with International Netball Federation also entertaining to conduct Men's Netball activities officially and also organized the National and other Championships. Men's Netball is rapidly spreading and also played on regularly basis in the various countries i.e Australia, New Zealand, South Africa, Unites State of America, Canada, Malaysia, Hong Kong, Singapore, India, Pakistan, Kenya, UAE, Samoa, Fiji, Botswana, Jamaica, Nepal, Japan, Korea, Afghanistan, Brunei, Maldives, Sri Lanka, Thailand, United Kingdom etc. The various International men's netball championships & tournament were also held at different places i.e.

- a. 2018 Trans Tasman Cup between Australia and New Zealand, at Adelaide, Australia
- b. Tri-Nation Men's Netball Championship 2018 at Singapore (Singapore, Hong Kong & Malaysia)
- c. 2017/ 2016 Asian Men's Netball championships at Malaysia
- d. 2011 International Challenge Men's and Mixed Netball Tournament at Western Australia
- e. 2009 International Challenge Men's and Mixed Netball Tournament was held at Cook Islands

Recently, we have received the invitation of Inaugural Men's World Cup 2020 at Perth, Australia in the month of October 2020 to be organized by Australia Men & Mixed Netball Association and also want to discuss this forum for World Men's & Mixed Netball body. I understand, this is responsibility of International Netball Federation and everything will be done under its umbrella. As you are well aware that male participation is also working as capacity of officer bearers, umpire, physiotherapist, physical trainer, coach, manager and administrator in netball family.

The governing bodies of National Netball Associations around the world should recognize men's netball officially to patronize and support under their umbrella. Now, the time has come, we should look into this matter very seriously because we are focusing that the Netball Sports would be declared as Olympic Sports in the future and avail the chance to get IOC handsome funding. It is mandatory for us to take positive action to achieve our goal and recognize the men's netball officially.

If, the INF will give positive passage for men's netball, I am sure that fruitful response and feedback will be received from the International Olympic Committee and much more, especially it will increase the member's countries in the netball family.

### **3. COACHING & UMPIRING COURSES:**

I feel as a under developed country, the netball coaching and umpiring courses should be conducted in each region or sub-region from grass root level under the umbrella of International Netball Federation. The IUA/CAP should focus on training criteria for the coaches and umpires as level-1 to level-3 just like other IFs. The IUA/CAP should identify the places where the talents are hidden and provide the economical and suitable facilities for countries that are interested. I have observed that the implementation of training standard provided by umpires in various regions are different from each other so I would like to suggest that a uniform method should be implemented for all umpires to maintain the standard of netball game. INF should apply for IOC Solidarity Coaching Courses funding from International Olympic Committee for its affiliated members.

#### **List of supporting documents (if any)**



**Signed:**

**Name (capitals)**

**MUDASSAR RAZAK ARAIN**

**Position**

**PRESIDENT, PAKISTAN NETBALL FEDERATION**

Forward this nomination to: INF CEO, INF Secretariat, Albion Wharf, 19 Albion Street, Manchester M1 5LN.

Email: [inf@netball.org](mailto:inf@netball.org)

Fax: + 44 (0) 161 234 6516



## INF Congress 2019

### Agenda items from Members

In accordance with INF Article 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.

Please submit agenda items and background papers via email to the INF Secretariat before 5pm 10<sup>th</sup> May 2019 with this covering form:

INF Member Country	ST. MAARTEN
Full/Associate	FULL
Region	AMERICAS
Agenda item title	PLAYER ELIGIBILITY RULES FOR INTERNATIONAL EVENTS

#### Brief explanation

The INF Regulation - **PLAYER ELIGIBILITY FOR INTERNATIONAL EVENTS RULE #6.11**. States that to be eligible to play for a National Association's national representative team in any international event, a player must as per rule 6.11c "have resided in that country (as established by the players physical presence in the country) for a period of 24 months immediately prior to the start of the relevant international Event.

St. Maarten N.A requests that the INF revisit this clause because the way it is being interpreted has caused severe anguish on several persons living legally in a foreign land who would like to play international netball. ST Maarten NA respectfully asks that this review be done for the following reasons

- Resides implies the person is living there legally.
- The clause did not say "24 consecutive months" nor did it say "for an unbroken period of 24 months.
- If residency is to be determined by a particular type of visa then the clause should state so and name the visa. But the INF should be mindful of the various types of visas existing in each member country.
- If the INF is using immigration status to determine residency then it should state so and again be mindful of the immigration laws that obtain in each member country.
- The INF should consider that in this Americas region the game is new or unknown to some member countries. Expatriates introduce it in many of these countries, playing for fun and exercise. Competition is at the heart of sport. The growth of the game hinges on competition. This clause is open to several interpretations

Forward this nomination to: INF CEO, INF Secretariat, Albion Wharf, 19 Albion Street, Manchester M1 5LN.

Email: [inf@netball.org](mailto:inf@netball.org)

Fax: + 44 (0) 161 234 6516

**and ultimately in many instances incorrectly denies persons the opportunities of competing in netball international events.**

**List of supporting documents (if any)**

**Signed:**

**Name (capitals)            JAVON EDWARDS**

**Position                    PRESIDENT**



INTERNATIONAL  
**NETBALL**  
FEDERATION

## INF Congress 2019

### Agenda items from Members

In accordance with INF Article 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.

Please submit agenda items and background papers via email to the INF Secretariat before 5pm 10<sup>th</sup> May 2019 with this covering form:

INF Member Country - USA

Full/Associate - USA NETBALL ASSOCIATION

Region - AFNA

Agenda item title PLAYER ELIGIBILITY CLAUSE

Brief explanation - As previously discussed with INF CEO Clare Briegel via email string dated 08/31/2018 the USA Netball Association would like to have the "Player Eligibility Clause" revisited and reworded so that it is clear, concise and takes into consideration the "Current" laws governing individual Countries and their Residents (specifically as it pertains to the USA) \_\_\_\_\_

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List of supporting documents (if any) - Copy of email correspondence between USA Netball and INF

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Signed: \_\_\_\_\_

Name (capitals) - KEITHAN GRAYSON- SUPERVILLE

Position - VP ADMINISTRATIVE OPERATIONS USA NETBALL ASSOCIATION

PUBLIC - Forward this nomination to: INF CEO, INF Secretariat, Albion Wharf, 19 Albion Street, Manchester M1 5LN.

Email: [inf@netball.org](mailto:inf@netball.org)

Fax: + 44 (0) 161 234 6516

**From:** USA Association <president@usanetball.com>  
**Reply-To:** USA Association  
<president@usanetball.com> **Date:** Monday, 27  
August 2018 at 14:38  
**To:** Clare Briegal <clare.briegal@netball.org>, Maggie Ross <maggie.ross@netball.org>  
**Cc:** USA Netball Administration <adminvp@usanetball.com>  
**Subject:** Appeal to INF

Good Morning Clare,

Hope you had a great weekend and is getting ready for a wonderful week.

Here at the AFNA qualifiers, there seems to be some misunderstanding of Clause 6.11.c of the INF Regulations, which states that for a player to be eligible to represent a country they must **"have resided in that Country (as established by the player's physical presence in the Country) for a period of 24 months immediately prior to the start of the relevant International Event. "**

The USA Netball has a player, **Victoria Brooks**, who has resided in the USA since July 24, 2016. Since then she has

Visited the UK from December 21, 2016 - December 30, 2016

Visited Mexico from March 3, 2017 - March 6, 2017

Visited the UK from December 16, 2017 - January 6th, 2018

However, **Victoria** was not given the opportunity to compete based on the type of visa she has in her UK passport. It is with this concern that we are appealing to you for a clarification of this rule to ensure that the decision made is indeed correct.

Hoping for a favorable response to allow her to play in these qualifiers.

Yours in Netball,

**Patrick S.**

**Heron**

**President**

USA Netball Association

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**From:** Clare Briegal <clare.briegal@netball.org>  
**Sent:** 8/28/18 7:56 AM  
**To:** "president@usanetball.com" <president@usanetball.com>, Maggie Ross  
<maggie.ross@netball.org>  
**Cc:** USA Netball Administration <adminvp@usanetball.com>  
**Subject:** Re: Appeal to

INF

Hi Patrick

Thanks for your query. Sorry yesterday was a public holiday so only seeing today.

The regulations require that the player demonstrates physical presence in a country for 2 years prior to the championship.

Trips abroad are allowable as long as they can demonstrate that they are resident in the USA.

A problem arises if they are on a non-resident visa then this demonstrates that the player is not a resident.

If you send copies of the passport and visa we can take a look for you.

Best wishes

Clare

Clare Briegal

Chief Executive Officer

International Netball

Federation

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**From:** USA Association <president@usanetball.com>

**Reply-To:** USA Association

<president@usanetball.com> **Date:** Tuesday, 28 August 2018 at 15:17

**To:** Clare Briegal <clare.briegal@netball.org>, Maggie Ross <maggie.ross@netball.org>

**Cc:** "adminvp@usanetball.com" <adminvp@usanetball.com>

**Subject:** Re: Appeal to INF

Hi Clare,

I am so happy to hear from you. I was starting to wonder what happened. While I could understand you not opening the email as you might be travelling, I was puzzled that Maggie did not too. Happy to know that you both got an extra day off during the summer.

As requested, I have attached pictures of her passport, visa and the page with the stamp indicating when she arrived in the USA. She is so anxious to play.

Hoping for a favorable response.

Yours in Netball,

**Patrick S.**

**Heron**

**President**

USA Netball Association

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**From:** Clare Briegal <clare.briegal@netball.org>  
**Sent:** 8/28/18 11:03 AM  
**To:** "president@usanetball.com" <president@usanetball.com>, Maggie Ross <maggie.ross@netball.org>  
**Cc:** "adminvp@usanetball.com" <adminvp@usanetball.com>  
**Subject:** Re: Appeal to INF

Hi Patrick

Thanks for sending the passport

documents. Unfortunately, the player is not eligible.

An F1 student visa is a non-resident alien visa. (The 'R' in the passport stands for 'Regular'.)

The rule is: **have resided in that Country (as established by the player's physical presence in the Country) for a period of 24 months immediately prior to the start of the relevant International Event.**

To be awarded an F1 visa you have to prove to US immigration that you have a foreign residence and that you intend to return there upon completion of your studies.

So she can't really argue residency in the US for netball.

Clare

Clare Briegal

Chief Executive Officer  
International Netball  
Federation

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**From:** USA Netball Administration <adminvp@usanetball.com>  
**Reply-To:** "adminvp@usanetball.com" <adminvp@usanetball.com> **Date:** Wednesday, 29 August 2018 at 01:36  
**To:** Clare Briegal <clare.briegal@netball.org>  
**Cc:** Maggie Ross <maggie.ross@netball.org>, USA Association <president@usanetball.com>  
**Subject:** Re: Appeal to INF

Greetings Clare,

Hope all is well with you. Thank you for providing the attached clarification but I still have

concerns with the actual verbiage being used in the clause. The words "have resided" based on the actual meaning of the word "reside" would mean any place where someone lives permanently or for an extended period of time.

This scenario type can actually encompass both students and working class alike, since many people work and or attend school away from their country of birth. As a result such individuals would not be considered Legal Permanent Residents of that country which is quite clear.

However, In **Victoria's** situation apart from attending school she also works and pays taxes to the US government, as evidenced by her tax identification number. In addition she also has a US drivers license issued by the state of Texas. These documents I believe is what should also be considered in the quest for understanding her "physical presence in the US" as opposed to just her F1 Visa.

**Victoria's** case is very unique and I really need to understand and interpret this clause correctly so that in the future I can explain to someone else along the way, if needed.

I am respectfully asking that you take a second look and share your thoughts with me at your earliest convenience.

Looking forward once again to a favorable response.

Thank You.

Best Regards,

***Keithan Grayson-Superville***

***VP Administrative***

***Operations***

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**From:** Clare Briegal <clare.briegal@netball.org>  
**Sent:** 8/30/18 12:58 PM  
**To:** "adminvp@usanetball.com" <adminvp@usanetball.com>  
**Cc:** Maggie Ross <maggie.ross@netball.org>, "USA Netball President" <president@usanetball.com>, Molly Rhone <mrhone@cwjamaica.com>  
**Subject:** Re: Appeal to INF

Dear Keithan,

Thank you for your patience.

I have reviewed this with Hon Molly Rhone INF President.

Unfortunately, the further information does not change the player's eligibility status.

I know from my own experience when I lived in the US that you pay taxes if you are earning in the US irrespective of whether you are considered a resident or non-resident. Same applies to a driver's licence which you can get as a non-resident.

The player would need a green card to prove residency.

I am sorry, I know that you and player will be disappointed.

Clare

Clare Briegal

Chief Executive Officer

International Netball

Federation

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**From:** USA Netball Administration <adminvp@usanetball.com>  
**Reply-To:** "adminvp@usanetball.com"  
<adminvp@usanetball.com> **Date:** Thursday, 30 August 2018 at 19:12  
**To:** Clare Briegal <clare.briegal@netball.org>  
**Cc:** Maggie Ross <maggie.ross@netball.org>, USA Association <president@usanetball.com>, Molly Rhone <mrhone@cwjamaica.com>  
**Subject:** Re: Appeal to INF

Hi Clare,

This certainly was not the outcome I was hoping for, but I believe that I am quite clear now on the intended meaning of the clause, as it pertains to players representing the USA. Based on your clarification the player must either hold a US Passport or Permanent Resident Card to be eligible to play.

However my concern still remains the same, about the verbiage used in the clause. May I suggest that sometime in the near future, this clause be reworded so that it can be easily interpreted by all Countries participating at these International events.

Thank you for your time as always, and enjoy your evening.

Best Regards,

**Keithan Grayson-Superville**

**VP Administrative**

**Operations** USA Netball

Association

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**From:** Clare Briegal <clare.briegal@netball.org>

**Sent:** 8/31/18 5:08 AM

**To:** "adminvp@usanetball.com" <adminvp@usanetball.com>

**Cc:** Maggie Ross <maggie.ross@netball.org>, "president@usanetball.com" <president@usanetball.com>, "mrhone@cwjamaica.com" <mrhone@cwjamaica.com>

**Subject:** Re: Appeal to

INF Hi Keithan,

I agree we need to look at the wording on this clause. Thanks for your suggestion. Best wishes for the remainder of the tournament.

Clare

Clare Briegal

Chief Executive Officer

International Netball

Federation

## QUALIFYING IMMIGRATION STATUS FOR ELIGIBILITY UNDER INF GENERAL REGULATIONS

INF General Regulations state within relevant part:

6.11 To be eligible to play for a National Association's national representative team in any International Event, a player must: (a) be a citizen of the relevant Country in accordance with the laws of that Country; or (b) be born in that Country or have at least one parent or grandparent born in that Country; or (c) *have resided in that Country (as established by the player's physical presence in the Country) for a period of 24 months immediately prior to the start of the relevant International Event.* Emphasis added.

Pursuant to the Immigration and Nationality Act and the corresponding Code of Federal Regulations, the following non-immigrant visas permit an individual to be physically present in the U.S. and therefore eligible to play for the USA as a resident<sup>1</sup> pursuant to the applicable INF General Regulations:

### **Nonimmigrant visas<sup>2</sup>**

**A visa** - A visas are issued to representatives of a foreign government traveling to the United States to engage in official activities for that government. A visas are granted to foreign government ambassadors, ministers, diplomats, as well as other foreign government officials or employees traveling on official business (A-1 visa). Certain foreign officials require an A visa regardless of the purpose of their trip. The A visa is also granted to immediate family members of such foreign government officials, defined as "the principal applicant's spouse and unmarried sons and daughters of any age who are not members of some other household and who will reside regularly in the household of the principal alien" (A-2 Visa) and which "may also include close relatives of the principal alien or spouse who are related by blood, marriage, or adoption who are not members of some other household; who will reside regularly in the household of the principal alien; and who are recognized as dependents by the sending government (A-3 Visa).

**E visa** - Treaty Trader (E-1 visa) and Treaty Investor (E-2 visa) visas are issued to citizens of countries that have signed treaties of commerce and navigation with the United States. They are issued to individuals working in businesses engaged in substantial international trade or to investors (and their employees) who have made a 'substantial investment' in a business in the United States.

**F visa** - These visas are issued for foreign students enrolled at accredited US institutions. F-1 visas are for full-time students, F2 visas are for spouses and children of F-1 visa holders and F-3

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<sup>1</sup> This article does not address the immigrant versus non-immigrant intent required for issuance of a relevant visa under the INA.

<sup>2</sup> List includes various types of visas that provide lawful admission and physical presence in the US in excess of two (2) years. Certain visas may be issued for less than two years but renewed to meet the INF residency requirement.

visas are for "border commuters" who reside in their country of origin while attending school in the United States. They are managed through SEVIS.

**G visa** - G visas are issued to diplomats, government officials, and employees who will work for international organizations in the United States. The international organization must be officially designated as such. The G-1 visa is issued to permanent mission members; the G-2 visa is issued to representatives of a recognized government traveling temporarily to attend meetings of a designated international organization; the G-3 visa is issued to persons who represent a non-recognized government; the G-4 visa is for those who are taking up an appointment; and the G-5 visa is issued to personal employees or domestic workers of G1–G4 visa holders. G1–G4 visas are also issued to immediate family members of the principal visa holder, if they meet certain criteria.

### **NATO visa**

Officials who work for the North Atlantic Treaty Organization require a NATO visa. The NATO-1 visa is issued to permanent representatives of NATO and their staff members, NATO-2 visa is issued to a representative of member state to NATO or its subsidiary bodies, advisor or technical expert of the NATO delegation visiting the United States, a member of the NATO military forces component or a staff member of the NATO representative, NATO-3 visa is issued to official clerical staff accompanying the representative of a NATO member state, NATO-4 visa is issued to foreign national recognized as a NATO official, NATO-5 visa is issued to a foreign national recognized as a NATO expert and NATO-6 visa is issued to a member of the civilian component of the NATO. All NATO visas are issued to immediate family members as well. NATO-7 visas are issued to personal employees or domestic workers of a NATO-1 – NATO-6 visa holders.

### **H visa**

H visas are issued to temporary workers in the United States.

#### **H-1B visa**

The H-1B classification is for professional-level jobs that require a minimum of a bachelor's degree in a specific academic field. In addition, the employee must have the degree or the equivalence of such a degree through education and experience. There is a required wage, which is at least equal to the wage paid by the employer to similarly qualified workers or a prevailing wage for such positions in the geographic regions where the jobs are located. This visa also covers fashion models of distinguished merit and ability. The H-1B1 visa is the variant issued to citizens of Singapore and Chile.

#### **H-2A visa** - Temporary agricultural workers

The H-2A visa allows a foreign national entry into the US for temporary or seasonal agricultural work for eligible employers under certain conditions (seasonal job, no available US workers).[156]

#### **H-2B visa** - Temporary nonagricultural workers

The H-2B visa allows a foreign national entry into the US for temporary or seasonal non-agricultural work for eligible employers under certain conditions (seasonal job, no available US workers).

#### **H-4 visa - Family Members**

H-4 visa is issued to immediate family members of H visa holders. They are also eligible for employment.

#### **I visa**

The I-1 visa is issued to representatives of the foreign media, including members of the press, radio, film, and print industries travelling to temporarily work in the United States in the profession.

#### **L visa**

The L-1 classification is for international transferees who have worked for a related organization abroad for at least one continuous year in the past three years and who will be coming to the United States to work in an executive or managerial (L-1A) or specialized knowledge capacity (L-1B). The L-2 visa is issued to dependent spouse and unmarried children under 21 years of age of qualified L-1 visa holders.

#### **M visa**

The M-1 visa is a type of student visa reserved for vocational and technical schools. Students in M-1 status may not work on or off campus while studying, and they may not change their status to F-1. The M-2 visa permits the spouse and minor children of an M-1 vocational student to accompany him or her to the United States.

#### **O visa**

The O visa is a classification of non-immigrant temporary worker visa granted to an alien "who possesses extraordinary ability in the sciences, arts, education, business, or athletics (O-1A visa), or who has a demonstrated record of extraordinary achievement in the motion picture or television industry and has been recognized nationally or internationally for those achievements," (O-1B visa) and to certain assistants (O-2 visa) and immediate family members of such aliens (O-3 visa).

#### **P visa**

P visas are issued to individuals or team athletes, or member of an entertainment group including persons providing essential support services (P-1 visa), artists or entertainers (individual or group) under a reciprocal exchange program (P-2 visa) and artists or entertainers (individual or group) visiting to perform, teach or coach under a program that is culturally unique (P-3 Visa). P-4 visas are issued to spouses, or children under the age of 21, of a P-1, P-2, or P-3 alien and who is accompanying, or following to join.

#### **R visa**

The R-1 visa is issued to temporary religious workers. They must have been a member of a religious denomination having a bona fide non-profit religious organization in the United States for at least 2 years. R-2 visa is issued to dependent family members.

#### **S visa**

S visas are nonimmigrant visas issued to individuals who have assisted law enforcement as a witness or informant. There is a limit of 200 S visas a year. A law enforcement agency can then submit an application for resident alien status i.e., a green card on behalf of the witness or informant once the individual has completed the terms and conditions of his or her S visa.

**TN visa**

NAFTA Professional (TN) visa allows citizens of Canada and Mexico whose profession is on the NAFTA list and who must hold a bachelor's degree to work in the United States on a prearranged job. Canadian citizens usually do not require a visa to work under the TN status (unless they live outside Canada with non-Canadian family members) while Mexican citizens require a TN visa. Spouse and dependent children of a TN professional can be admitted into the United States in the TD status.

**U and T visas**

U-1 visa is a nonimmigrant visa which is set aside for victims of crimes (and their immediate family members) who have suffered substantial mental or physical abuse and are willing to assist law enforcement and government officials in the investigation or prosecution of the criminal activity. Subtypes of this visa are U-2 issued to spouses of U-1, U-3 issued to children of U-1, U-4 issued to parents of U-1 under the age of 21 and U-5 issued to unmarried siblings under the age of 18 of U-1 who is under 21.

T-1 visa is issued to victims of severe forms of human trafficking. Holders may adjust their status to permanent resident status. Subtypes of this visa are T-2 issued to spouses of T-1, T-3 issued to children of T-1, T-4 issued to parents of T-1 under the age of 21 and T-5 issued to unmarried siblings under the age of 18 of T-1 who is under 21.



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**Item 15 Any Other Business**

AOB will be considered at discretion of the President.



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**Item 16 Applications for Membership**

Côte d'Ivoire has applied to become a Full Member of the International Netball Federation.

Tokelau has applied to become an Associate Member of the International Netball Federation

Full Members will be asked to vote on the applications.