

USA Volleyball
ATHLETE SELECTION PROCEDURES
2024 Olympic Games
Women's and Men's Beach Volleyball
December 6, 2022

1. SELECTION SYSTEM.

1.1. Provide the minimum eligibility requirements for an athlete to be considered for selection to the Team:

1.1.1. Nationality/Passport requirements:

Athlete must be a national of the United States at the time of nomination.

Athlete must hold a valid U.S. passport that will not expire for six months after the conclusion of the Games.

1.1.2. Minimum International Olympic Committee (IOC), International Paralympic Committee (IPC), Pan American Sports Organization (Panam Sports) or Americas Paralympic Committee (APC) standards for participation:

Any competitor in the Olympic, Paralympic, Pan American or Parapan American Games must be a national of the country of the National Olympic Committee (NOC) or National Paralympic Committee (NPC) which is entering such competitor. For additional information regarding an athlete who is a national of two or more countries, has changed his or her nationality or acquired a new nationality, refer to the Olympic Charter (Rule 41), the IPC Handbook (Section 2, Chapter 3.1), the Panam Sports Constitution (Article 34.4-7), or the Americas Paralympic Committee bylaws (Chapter 2.4.12 of the IPC Handbook).

1.1.3. Minimum International Federation (IF) standards for participation (if any):

Compliance with the Olympic Charter and other relevant rules – All athletes must respect and comply with the provisions of the Olympic Charter currently in force, including but not limited to Rule 41 (Nationality of Competitors) and Rule 43 (World Anti-Doping Code and the Olympic Movement Code on the Prevention of Manipulation of Competitions).

Age Requirements – The minimum age for the Beach Volleyball athlete is 14 years old on the first day of the competition at the Olympic Games. To be eligible to participate in the Olympic Games Paris 2024, athletes must therefore be born on or before 27 July 2010.

Anti-Doping requirements – The FIVB will only allow the registration of clean athletes who have been tested during the qualification period starting 1 July 2022 and ending 23 June 2024 (the “Qualification Period”).

Additional IF eligibility criteria – To be eligible to participate in the Olympic Games Paris 2024, all athletes must also comply with the following cumulative criteria:

Reference Attachment A for the IOC/FIVB approved Olympic Qualification System for Beach Volleyball as well as the events eligible to earn Quota Places. Any updates from the FIVB will be posted at www.fivb.com.

1.1.4. Other requirements (if any):

- Athlete must be a member in good standing of USA Volleyball at the time of nomination.
- Athlete must successfully complete all Games Registration requirements by stated deadline.
- Any athlete age 18 or older will be required to undergo a background screen in accordance with the current [USOPC Background Check Policy](#).
- Any athlete age 18 or older as of the Closing Ceremony will be required to remain current with the U.S. Center for SafeSport’s education and training requirements in accordance with the [USOPC Athlete Safety Policy](#).

1.2. Tryout Events:

1.2.1. Event names, dates and locations of all trials, competitions, and camps to be used as part of the selection process:

2023 FIVB Beach Volleyball Senior World Championships in Tlaxcala, Mexico, 6-15 October 2023 (Dates TBC).

Beach Pro Tour Elite 16, Challenge and Future Events from 1 January 2023 until 9 June 2024, individual event locations and dates are TBD. Events listed on www.fivb.com and www.volleyballworld.com once known.

NORCECA Continental Tour Finals from 1 January 2023 until 9 June 2024, individual event location and dates are TBD. Events listed on www.norceca.net once known.

2024 NORCECA Beach Volleyball Olympic Qualification Finals – Location TBD, 19-24 June 2024 (This is only if the U.S. fails to earn all four (4) (two men’s and two women’s teams) possible Quota Places through the 2023 FIVB Beach Volleyball Senior World Championships and/or Olympic Ranking List of 10 June 2024).

Confirmation of dates and changes in dates to events will be posted to the respective websites referenced above.

1.2.2. Describe how athletes qualify for the events listed in 1.2.1.:

2023 FIVB Beach Volleyball Senior World Championships via then-current [FIVB Beach Volleyball Sport Operations Manual](#) & [USAV FIVB/Volleyball World Beach Volleyball Event Registration Regulations](#).

Beach Pro Tour Elite 16, Challenge & Future events via then-current [FIVB Beach Volleyball Sport Operations Manual](#) & [USAV FIVB/Volleyball World Beach Volleyball Event Registration Regulations](#).

NORCECA Continental Tour Finals via then-current [NORCECA Beach Volleyball Continental Tour Competition Regulations](#) & [USAV NORCECA Beach Volleyball Event Nomination Regulations](#).

2024 NORCECA Beach Volleyball Olympic Qualification Finals via the NORCECA Beach Volleyball PARIS 2024 Olympic Qualification System (See Attachment B) & FIVB Olympic Ranking of 10 June 2024.

1.3. Step-by-step description of the selection process for these Games (include maximum Team size):

Maximum Team Size: Two (2) teams per gender of two (2) athletes each (8 persons)

The competition names, dates and locations of events listed in 1.2.1. will be listed on [www.fivb.com](#) and [www.volleyballworld.com](#) or [www.norceca.net](#) once known.

Teams can register for events listed in 1.2.1. via [www.usavolleyball.org](#) once the events are known and will be entered into said events as per the then-current and applicable [FIVB Beach Volleyball Sport Operations Manual](#), [NORCECA Beach Volleyball Continental Tour Competition Regulations](#), [USAV FIVB/Volleyball World Beach Volleyball Event Registration Regulations](#) and/or [USAV NORCECA Beach Volleyball Event Nomination Regulations](#).

Teams that enter events per the above paragraph, earn FIVB Ranking points based on their respective finish as specified in the then-current [FIVB Beach Volleyball Sport Operations Manual](#). The FIVB Ranking Points earned at the twelve (12) highest performances as a team during the qualification period as specified in IOC/FIVB approved Olympic Qualification System for Beach Volleyball in Attachment A establish a Team's Olympic Ranking.

Any USA 2024 Olympic Games Quota Places earned through the 2023 FIVB Beach Volleyball Senior World Championships or Olympic Ranking List of 10 June 2024 as per Attachment A will be filled by teams based on order of finish in the FIVB Olympic Ranking List as of 10 June 2024.

If an athlete is ranked with two different teams in the FIVB Olympic Ranking List as of 10 June 2024, and both teams are eligible, only the highest ranked team will be nominated.

If all four (4) (two men's and two women's teams) possible Quota Places are not earned through the 2023 FIVB Beach Volleyball Senior World Championships and/or Olympic Ranking List of 10 June 2024, then the U.S. may have an opportunity to earn one (1) quota place per gender via the 2024 NORCECA Beach Volleyball Olympic Qualification Finals. Teams can register for this event via www.usavolleyball.org and will be nominated according to the 10 June 2024 FIVB Olympic Ranking. If a team earns a berth through the 2024 NORCECA Beach Volleyball Olympic Qualification Finals by winning the event, then they will be nominated to the 2024 Paris Olympic Games.

2. DISCRETIONARY SELECTION (if applicable).

2.1. Rationale for utilizing discretionary selection (if any):

N/A

2.2. Define the discretionary criteria to be used (if any):

N/A

2.3. Name of the committee that will be responsible for making discretionary selections, along with a complete list of the members' titles:

N/A

2.3.1. Process that will be used to identify and handle any potential conflicts of interest involving a member of the committee:

N/A

3. REMOVAL OF ATHLETES

- 3.1. Prior to entry by name to the Local Organizing Committee by the USOPC, the NGB/PSO has jurisdiction over potential nominees.

An athlete who is nominated to the Team by USA Volleyball may be removed for any of the following reasons, as determined by USA Volleyball:

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the USA Volleyball CEO.
- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by USA Volleyball. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by USA Volleyball, his/her injury will be assumed to be disabling and he/she may be removed.
- 3.1.3. Failure to participate in Mandatory Training and/or Competition as defined in Section 9 of these procedures.
- 3.1.4. Violation of USA Volleyball's Code of Conduct (See by example): [2023 USA Volleyball Code of Conduct](#). Code of Conduct Form will be updated by USA Volleyball for 2023-2024).

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per USA Volleyball's Bylaws (Article XI and XIV) and the USOPC Bylaws, Section 9.

- 3.2. Once athlete entries have been submitted to the Local Organizing Committee by the USOPC, the USOPC has jurisdiction over the Team, at which time, in addition to any applicable NGB/PSO Code of Conduct, the USOPC's Code of Conduct and Grievance Procedures apply. The USOPC's Code of Conduct is included in the Games Forms made available prior to the respective Games; the USOPC's Grievance Procedures can be found at:

www.teamusa.org/Footer/Legal/Governance-Documents

- 3.3. An athlete may be removed as a nominee to the Team or from the Team for an adjudicated violation of IOC, IPC, Panam Sports, APC, WADA, IF, USADA and/or USOPC anti-doping protocol, policies and procedures, as well as the U.S. Center for SafeSport Code, the USOPC Athlete Safety Policy and USA Volleyball's SafeSport policies, as applicable.

4. REPLACEMENT OF ATHLETES

- 4.1. Describe the selection and approval process for determining replacement athlete(s) should a vacancy occur:

- 4.1.1. prior to submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

In the event a qualified and nominated Team loses one of its athletes due to those reasons identified in Section 3, then the remaining athlete of that Team may select an athlete to complete the Team from the Replacement Pool. The Replacement pool shall be those athletes of the same gender who are eligible to compete in the Olympic Games and meet the FIVB Eligibility Criteria and are not already nominated to compete.

If a selected Replacement Pool athlete declines to participate with the remaining athlete, the procedure will be repeated until the Team is complete. Should an athlete in the Replacement Pool decline to play with the remaining athlete, then the Replacement Pool athlete shall forfeit the right to compete in the 2024 Olympic Games.

Should the remaining athlete decline to play with any of the Replacement Pool athletes, then the remaining athlete shall forfeit the right to compete in the 2024 Olympic Games, and a replacement team shall be identified as the next highest placing eligible team (not already nominated) in the final FIVB Olympic Ranking List as of 10 June 2024.

In the event that a qualified and nominated team (both athletes) is entirely removed pursuant to Section 3, then a replacement team shall be identified as the next highest placing eligible team, not already nominated, in the final FIVB Olympic Ranking List as of 10 June 2024.

- 4.1.2. after submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

Same as 4.1.1.

5. SUPPORTING DOCUMENTS

USA Volleyball will retain the approved Selection Procedures and all supporting documents, including scouting or evaluation forms, etc., and data from the selection process for six months past the date of the Closing Ceremony of the Games.

6. REQUIRED DOCUMENTS

In addition to the USOPC Code of Conduct, the following documents are required to be signed by an athlete as a condition of nomination to the Olympic Games (include as attachments or provide links):

USAV's Registration Form (Region Specific – See by example: [Membership - USA Volleyball](#)) and Code of Conduct (See by example, [2023 USA Volleyball Code of Conduct](#). USA Volleyball approved forms will be updated and posted for the 2023-2024).

Signed Medical Release for participants under 18 years of age (See by example link above. Form will be updated by USA Volleyball for 2023-2024).

USA Volleyball Beach Athlete Agreement – See by example Attachment C (Agreement will be updated by USA Volleyball for 2024).

7. PUBLICITY/DISTRIBUTION OF PROCEDURES

The USOPC approved Selection Procedures (complete and unaltered) will be posted/published by USA Volleyball in the following public location(s):

7.1. NGB/PSO Web site: www.usavolleyball.org

These procedures will be posted as soon as possible, but not more than five business days following notice of approval by the USOPC.

7.2. Other: N/A

8. DATE OF NOMINATION

Nomination of athletes, including replacements, will be announced to all athletes and submitted to the USOPC on or before:

June 10, 2024

or

June 25, 2024 if quota is earned via 2024 NORCECA Beach Volleyball Olympic Qualification Finals

9. MANDATORY TRAINING AND/OR COMPETITION

Specify the location, schedule and duration of mandatory training and/or competition:

N/A

10. ANTI-DOPING REQUIREMENTS

Athletes must adhere to all IOC, IPC, Panam Sports, APC, WADA, IF, USADA and USOPC anti-doping protocols, policies and procedures, as applicable. This includes participation in Out-of-Competition Testing as required by the IOC, IPC, Panam Sports, APC, WADA, IF, USADA and USOPC rules, as applicable.

11. DEVELOPMENT OF SELECTION PROCEDURES

The following committee/group (include names and titles) was responsible for creating these Selection Procedures:

These selection procedures were developed by Sean Scott, USA Volleyball’s Director Beach National Teams in conjunction with USAV Beach National Team/Program athlete and coach input and reviewed by Peter Vint, USA Volleyball Chief of Sport and Eric Duda, AAC Representative. For questions please contact: sean.scott@usav.org or call 310-975-3939.

12. NGB/PSO BYLAWS AND GRIEVANCE PROCEDURES

USA Volleyball Bylaws and Grievance Procedures can be found at:

<https://usavolleyball.org/about/governance/>

13. INTERNATIONAL DISCLAIMER

These procedures are based on IOC, IPC, Panam Sports, APC, as applicable, and/or FIVB rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in IOC, IPC, Panam Sports, APC, as applicable, and/or FIVB rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USA Volleyball. However, the selections are always subject to unforeseen, intervening circumstances, and realistically may not have accounted for every possible contingency.

If any force of nature, or force majeure, should cause the alteration or cancellation of any of the selection events listed in this document, these selection procedures may require revisions, pursuant to their resubmission to the USOPC.

14. ATHLETE OMBUDS OFFICE

The Athlete Ombuds Office provides cost-free, independent and confidential advice regarding athlete rights, grievance procedures and any other related guidance pertaining to selection procedures and can assist in mediating disputes between athletes and their NGB/PSO.

To contact the Athlete Ombuds Office:

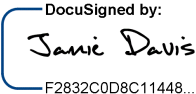

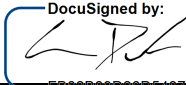
PHONE: (719) 866-5000

EMAIL: ombudsman@usathlete.org

WEBSITE: www.usathlete.org

15. NGB/PSO SIGNATURES

I certify that I have read and understand the standards/criteria set by our IF and incorporated those standards/criteria into our Selection Procedures. I further certify that the information provided herein regarding Athlete Selection Procedures represents the method approved by USA Volleyball.

Position	Print Name	Signature	Date
USA Volleyball CEO	Jamie Davis	 F2832C0D8C11448...	12/30/2022
Chief of Sport	Peter Vint	 2D7CCFE3A42649E...	1/3/2023
USOPC Athletes' Advisory Council Representative*	Eric Duda	 FB82B89D26D5487...	1/3/2023

* If the USOPC AAC Representative has delegated authority to the Alternate AAC Representative to sign the Selection Procedures, attach a letter from the AAC Representative indicating the reason he/she has delegated authority.

* Signature by the Athlete Representative constitutes that he/she has read and understands the Selection Procedures. If the Athlete Representative reads and does not agree with the Athlete Selection Procedures being submitted by the NGB/PSO, he/she may submit those reasons in writing to his/her USOPC Sport Performance Team.

* If, for some reason, a sport does not have an elected USOPC AAC Representative, the NGB/PSO must designate an athlete from that sport to review and sign the Selection Procedures.



QUALIFICATION SYSTEM – GAMES OF THE XXXIII OLYMPIAD – PARIS 2024

INTERNATIONAL VOLLEYBALL FEDERATION (FIVB)

BEACH VOLLEYBALL

A. EVENTS (2)

Men's events (1)	Women's events (1)
24-team tournament	24-team tournament

B. QUOTA PLACES

B.1. Total quota places for Beach Volleyball:

	Quota places	Host country quota places	Total
Men	23 teams (46 athletes)	1 team (2 athletes)	24 teams (48 athletes)
Women	23 teams (46 athletes)	1 team (2 athletes)	24 teams (48 athletes)
Total	46 teams (92 athletes)	2 teams (4 athletes)	48 teams (96 athletes)

B.2. Maximum number of athletes per National Olympic Committee (NOC):

	Quota places per NOC
Men	2 team (4 athletes)
Women	2 team (4 athletes)
Total	4 teams (8 athletes)

B.3. Type of allocation of quota places:

Quota places are allocated to the NOC.

Each NOC must, upon recommendation of the respective National Federation, choose its athletes respecting the criteria set forth in section **C. Athlete Eligibility**.



C. ATHLETE ELIGIBILITY

C.1. Compliance with the Olympic Charter and other relevant rules

All athletes must respect and comply with the provisions of the Olympic Charter currently in force, including but not limited to Rule 41 (Nationality of Competitors) and Rule 43 (World Anti-Doping Code and the Olympic Movement Code on the Prevention of Manipulation of Competitions).

Only those athletes who respect and comply with the Olympic Charter, the World Anti-Doping Code and the Olympic Movement Code on the Prevention of the Manipulation of Competitions, including the conditions of participation established by the IOC, plus the rules and regulations of FIVB may participate in the Olympic Games Paris 2024.

C.2. Age requirements

The minimum age for a Beach Volleyball athlete is 14 years old on the first day of the competition at the Olympic Games. To be eligible to participate in the Olympic Games Paris 2024, athletes must therefore be born on or before 27 July 2010.

C.3. Anti-Doping requirements

The FIVB will only allow the registration of clean athletes who have been tested during the qualification period starting 1 July 2022 and ending 23 June 2024 (the 'Qualification Period').

C.4. Additional IF eligibility criteria

To be eligible to participate in the Olympic Games Paris 2024, all athletes must also comply with the following cumulative criteria:

- All athletes must comply with the requirements set out in Chapter (Status of Players) of the [FIVB Beach Volleyball Sport Regulations](#) and [Article 5 FIVB Volleyball Sports Regulations](#).
- All athletes must comply with the minimum participation in events set out by the rules of FIVB as described below:
 1. To be eligible to represent an NOC that has been allocated a quota place through the 2023 FIVB Beach Volleyball Senior World Championships or the Olympic Ranking List of 10 June 2024, all athletes must have participated as an individual in a minimum of 12 of the following events: the 2023 FIVB Senior World Championships; Beach Pro Tour (Elite, Challenge, Future and Finals); recognised Continental Tours Finals, scheduled from 1 January 2023 until 9 June 2024.

In the event that an NOC/NF has been allocated a quota place through the 2023 FIVB Beach Volleyball Senior World Championships or the Olympic Ranking List of 10 June 2024, the NOC/NF must choose its athletes from its twelve (12) highest ranked eligible athletes according to the FIVB Ranking Points accumulated within the Qualification Period while participating in events listed in the previous paragraph.

2. To be eligible to represent an NOC that has been allocated a quota place through the Beach Volleyball Continental Qualification event or the host country places, all athletes must have participated as an individual in a minimum of 6 of the following events: the FIVB Beach Volleyball Continental Qualification event (in case of series of qualification tournaments, each phase counts as one event); Recognized Competitions: Continental Tours, National Tours, Zonal Tours; recognized Multi-Sports Games and regional Games; FIVB Competitions as defined in the FIVB Beach Volleyball Sport Regulations, scheduled from 1 July 2022 until 23 June 2024.



In the event that an NOC/NF has been allocated a quota place through the Beach Volleyball Continental Qualification event or the host country places, the NOC/NF must choose its athletes from its twelve (12) highest ranked eligible athletes as per the FIVB Ranking Points accumulated within the qualification period while participating in events listed in the previous paragraph.

D. QUALIFICATION PATHWAY

Each NOC/NF will be able to qualify using the Olympic Ranking or by winning a qualification tournament (the 2023 FIVB Beach Volleyball Senior World Championships; FIVB Beach Volleyball Continental Qualification event) held worldwide from 1 July 2022 to 23 June 2024.

The Olympic Ranking is established based on the FIVB Ranking Points earned at the 12 highest performances as a team in the 2023 FIVB Senior World Championships; Beach Pro Tour (Elite, Challenge, Future and Finals); recognised Continental Tours Finals (in case of multiple participation during the Qualification Period, only the best result will be considered) from 1 January 2023 until 9 June 2024.

An athlete can obtain a maximum of one (1) quota place for his/her NOC/NF to Olympic Games Paris 2024.

The qualification events are listed in chronological order of qualification and the quota places for the Olympic Games Paris 2024 are allocated as follows:

D.1. QUOTA PLACES

Men/Women

Number of quota places	Qualification events
1 Men team (2 athletes) 1 Women team (2 athletes) 2 teams Total (4 athletes)	2023 FIVB Beach Volleyball Senior World Championships, (location, date TBD) The 2023 FIVB Beach Volleyball World Champion team of each gender will obtain one (1) quota place for its NOC to the Olympic Games Paris 2024, respecting the maximum of two (2) quota places per NOC.
17 Men teams (34 athletes) 17 Women teams (34 athletes) 34 teams Total (68 athletes)	Olympic Ranking List of 10th June 2024 Men: link available starting from January 2023



	<p>Women: link available starting from January 2023</p> <p>The seventeen (17) highest ranked teams on the Olympic Ranking as of 10 June 2024 will each obtain one (1) quota place for their NOC to the Olympic Games Paris 2024, respecting the maximum of two (2) quota places per NOC.</p> <p>In the event of a tie in the established Olympic Ranking between two or more teams the following criteria will apply in the following order, to determine the team(s) obtaining a quota place for their NOC:</p> <ol style="list-style-type: none"> 1. The total FIVB Ranking Points accumulated as a team in the 2023 FIVB Senior World Championships; Beach Pro Tour (Elite, Challenge, Future and Finals); recognised Continental Tours Finals (in case of multiple participation during the Qualification Period, only the highest result will be considered) from 1 January 2023 until 9 June 2024; 2. The total number of events (the 2023 FIVB Senior World Championships; Beach Pro Tour (Elite, Challenge, Future and Finals); recognised Continental Tours Finals [in case of multiple participation during the Qualification Period, only the best result will be considered]) the team has participated in from 1 January 2023 until 9 June 2024. 3. The highest FIVB Ranking Points obtained as a team in one single event (either the 2023 FIVB Senior World Championships; Beach Pro Tour (Elite, Challenge, Future and Finals); recognised Continental Tours Finals [in case of multiple participation during the Qualification Period, only the best result will be considered]) from 1st January 2023 until 9 June 2024; if still tied, the 2nd highest FIVB Ranking Points obtained as a team in one single event 1 January 2023 until 9 June 2024; if still tied, then 3rd highest or 4th highest, etc. until the tie is broken. In the event that the tie cannot be broken, the quota place will be allocated by a draw of lots held between the two (2) teams. <p>An athlete can earn a maximum of one (1) quota place for his/her NOC to Olympic Games Paris 2024. In the event that the same athlete(s) who already obtained the quota place for his/her NOC through the 2023 FIVB Beach Volleyball Senior World Championships, the next highest ranked eligible team on the Olympic Ranking List of 10 June 2024 will earn one (1) quota place for its NOC to the Olympic Games Paris 2024, respecting the maximum of two (2) quota places per NOC.</p>
<p>5 Men teams (10 athletes) 5 Women teams (10 athletes) 10 teams Total (20 athletes)</p>	<p>Beach Volleyball Continental Qualification event (1 July 2022 to 23 June 2024)</p> <p>The Beach Volleyball Continental Qualification event will take place between 1 July 2022 and 23 June 2024, within each Confederation.</p>



	<p>To be eligible to allow one (1) quota place per gender qualified from the Beach Volleyball Continental Qualification event, a minimum of sixteen (16) National Federations per gender shall participate in the continent of AVC, CAVB, CEV and NORCECA and a minimum of seven (7) National Federations per gender shall participate in the continent of CSV.</p> <p>Upon meeting the required eligibility mentioned above, each Confederation can decide the competition format following the scheme below:</p> <ul style="list-style-type: none"> • The Continental Qualification event is one (1) tournament (Men and Women) or a series of tournaments with the final phase to decide the one (1) quota place per gender. • Each National Federation is represented by one (1) team per gender or two (2) teams per gender in such qualification event. <p>Should the Beach Volleyball Continental Qualification event be one (1) tournament, it shall be held in the period between 13 and 23 June 2024. Should such Qualification event be a series of tournaments, then the final phase shall be held in the period between 13 and 23 June 2024. The winning NOC of each Beach Volleyball Continental Qualification event will earn one (1) quota place, respecting the maximum of two (2) quota place per NOC.</p> <p>Each Confederation is required to confirm its competition format by no later than 31 May 2022.</p> <p>NOCs which have already obtained two (2) quota places as per the 2023 FIVB Beach Volleyball Senior World Championships or the Olympic Ranking list of 10th June 2024 will not compete in the Beach Volleyball Continental Qualification event (or the final phase, should such Qualification be a series of tournaments).</p> <p>An athlete having already earned one (1) quota place for its NOC through the 2023 FIVB Beach Volleyball Senior World Championships or the Olympic Ranking List established on 10 June 2024 will not be eligible to compete in the Beach Volleyball Continental Qualification event (or the final phase, should such qualification be a series of tournaments).</p>
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National Olympic Trials

NOCs/NFs having obtained quota places for the Olympic Games Paris 2024 may organize National Olympic Trials to determine their representing team(s). Athletes selected through the National Olympic Trials must comply with the eligibility requirements as specified in section **C. Athlete Eligibility**.



NOC/NF organising National Olympic Trials shall inform the date/location/format of such trials no later than 5 working days prior to the start of such tournament to the FIVB.

D.2. HOST COUNTRY PLACES

The host country will be allocated one (1) quota place per gender (one team of two (2) Men and one team of two (2) Women) on the condition that the athletes meet the eligibility requirements described under section **C. Athlete Eligibility** of this document.

In addition, the host country has the right to participate in all qualification events to earn a second quota place per gender on the condition that the athletes meet the eligibility requirement described under section **C. Athlete Eligibility** of this document.

E. CONFIRMATION PROCESS FOR QUOTA PLACES

E.1. CONFIRMATION OF QUOTA PLACES

The FIVB will publish the results of the event within two (2) days after the event on its website (<https://www.fivb.com/>).

The FIVB will confirm in writing to the NOCs and NFs within two (2) days after the last day of each event the quota places they have been allocated. The NOCs will then have seven (7) days and exceptionally four (4) days after the last qualifying event (completed by 23 June 2024) to confirm in writing to the FIVB if they wish to use these quota places, as detailed in section **G. Qualification Timeline**. If a confirmation is not provided by the deadline, the quota place allocated will be reallocated as per the procedure indicated in section **F. Reallocation of unused quota places**.

E.2. CONFIRMATION OF HOST COUNTRY PLACES

The host country must confirm in writing to the FIVB by 31 December 2023 the use of its host country places.

F. REALLOCATION OF UNUSED QUOTA PLACES

F.1. REALLOCATION OF UNUSED QUOTA PLACES

If an allocated quota place is not confirmed by the NOC by the confirmation of quota place deadline, or is declined by the NOC, the quota place will be reallocated as follows:



- If the quota place(s) is obtained through the 2023 FIVB Beach Volleyball Senior World Championships, the quota place will be reallocated to the NOC of the next highest ranked eligible team on the Olympic Ranking List of 10 June 2024, whose NOC has not yet obtained the maximum of two (2) quota places per NOC/NF.
- If the quota place(s) is obtained through the Olympic Ranking List of 10 June 2024, the quota place will be reallocated to the NOC of the next highest ranked eligible team on the Olympic Ranking List of 10 June 2024, whose NOC has not yet obtained the maximum of two (2) quota places per NOC/NF.
- If the quota place(s) is obtained through the Beach Volleyball Continental Qualification event, the quota place will be reallocated to the next highest placed eligible team of the respective Beach Volleyball Continental Qualification event, whose NOC has not yet obtained the maximum of two (2) quota places per NOC/NF.

F.2. REALLOCATION OF UNUSED HOST COUNTRY PLACES

Unused host country place(s) will be reallocated to the NOC of the next highest-ranked eligible team of the same gender on the Olympic Ranking List of 10 June 2024, respecting the maximum quota per gender and per NOC.

Should the host country acquire a second quota place through the 2023 FIVB Beach Volleyball Senior World Championship and/or the Olympic Ranking List of 10 June 2024, the unused quota place will be reallocated to the NOC of the next highest ranked eligible team of the same gender on the Olympic Ranking List of 10 June 2024, respecting the maximum quota per gender and per NOC.

In the event that a second quota place is obtained by the host country through the Beach Volleyball Continental Qualification event, the unused quota place will be reallocated to the next highest placed eligible NOC of the Beach Volleyball Continental Qualification event in which the host country participated in, respecting the maximum quota per gender and per NOC.

G. QUALIFICATION TIMELINE

Date	Milestone
No later than 31 st May 2022	Each Continental Confederation to confirm the competition scheme and competition format of the Beach Volleyball Continental Qualification event to the FIVB.
31 st December 2023	The host country must confirm the use of the Host country allocated quota place to FIVB.



Dates TBD, 2023	2023 FIVB Beach Volleyball Senior World Championships (location TBD)
One (1) day after the completion of 2023 FIVB Beach Volleyball Senior World Championships	The FIVB confirms in writing to the NOCs/NFs the quota places allocated obtained through the 2023 FIVB Beach Volleyball Senior World Championships.
Eight (8) days after the completion of 2023 FIVB Beach Volleyball Senior World Championships	The NOCs/NFs confirm in writing to the FIVB the use of the allocated quota places obtained through the 2023 FIVB Beach Volleyball Senior World Championships.
1 st January 2023 to 9 th June 2024	Olympic Ranking
10 th June 2024	The FIVB publishes the Qualification Ranking and confirms in writing to the NOCs/NFs the quota places allocated through the Olympic Ranking.
17 th June 2024	The NOCs/NFs confirm in writing to the FIVB the use of the allocated quota places obtained through the Olympic Ranking to the FIVB.
1 st July 2022 to 23 rd June 2024	Beach Volleyball Continental Qualification event
24 th June 2024	The FIVB confirms in writing to the NOCs/NFs the quota places allocated during the Beach Volleyball Continental Qualification event.
28 th June 2024	The NOCs/NFs confirm in writing to the FIVB the use of the allocated quota places obtained through the Beach Volleyball Continental Qualification event.
No later than 2 nd July 2024	The FIVB reallocates all unused quota places.
8 July 2024	Olympic Games Paris 2024 Sport Entries deadline
26 July – 11 August 2024	Olympic Games Paris 2024

Attachment B

Any updates will be posted on www.norceca.net

From: CRISTOBAL DE JESUS MARTE HOFFIZ <norcecapresident@hotmail.com>
Date: May 4, 2022 at 11:51:54 AM EDT
To: Ed Drackich <ed.drakich@volleyball.ca>, Indhira Ramirez Rosario <norcecaassistant@hotmail.com>, Arateide Caceres Hernandez <norcecandirector@gmail.com>, ARIEL SAINZ <arielsainz2@yahoo.es>
Subject: CIRCULAR LETTER NORCECA BEACH VOLLEYBALL PARIS 2024 OLYMPIC QUALIFICATION SYSTEM

CIRCULAR IMPORTANT NOTICE

May 4, 2022

Important Information Regarding the NORCECA Beach Volleyball PARIS 2024 Olympic Qualification System

Dear Presidents and Friends:

Good morning, I hope that you and all the volleyball family in your country are safe and healthy during these unprecedented times of the Global Pandemic COVID19.

Please be informed the latest information from NORCECA regarding the NORCECA Beach Volleyball PARIS 2024 Olympic Qualification System.

The NORCECA Beach Volleyball Paris 2024 Olympic Qualification System will consist of a series of three (3) NORCECA Beach Tour Finals in 2022, 2023 and 2024 that will qualify 12 National Federations per gender for the 2024 NORCECA Beach Volleyball Olympic Qualification Finals to be held June 19-24, 2024, where the winning National Federation in each gender will qualify directly for the Paris 2024 Olympic Games.

Each NORCECA Beach Tour Finals (2022, 2023 and 2024) will consist of up to 16 National Federations per gender with 1 team per National Federation per gender. National Federations will qualify for the NORCECA Beach Tour Finals from the NORCECA Beach Tour National Federation Ranking of each year (2022, 2023 and 2024). Each NORCECA Beach Tour Finals (2022, 2023 and 2024) will be a 3-day competition (Friday, Saturday, and Sunday) on 3 competition courts. The 2022 and 2023 NORCECA Beach Tour Finals will take place in November or December. The 2024 NORCECA Beach Tour Finals will take place in May 2024. The top 12 National Federations from the 2022, 2023 and 2024 NORCECA Beach Tour Finals will qualify for the NORCECA Beach Volleyball Olympic Qualification Finals which will be held June 19-24, 2024 (Including arrival and departure days).

The 2024 NORCECA Beach Volleyball Olympic Qualification Finals will be a 4-day competition (Thursday June 20, Friday June 21, Saturday June 22 and Sunday June 23) on 2 competition court.

For any additional information , do not hesitate to contact Indhira Ramirez, NORCECA Beach Volleyball Department Director or Mr. Eduard Drakich NORCECA Beach Volleyball Commission President.

Kind regards,



Cristobal Marte Hoffiz
President

Pabellón de Voleibol Centro Olímpico
Juan Pablo Duarte
Santo Domingo, República Dominicana
Tel: (809) 472-1222 • (809) 472-1547
Mobile: (809) 223-2803 • (809) 816-8671
Fax: (809) 227-3242
norcecapresident@hotmail.com
www.norceca.net



2022 USA Volleyball Beach Athlete Agreement

THIS ATHLETE AGREEMENT (“Agreement”), effective as of _____ (the “Effective Date”), is by and between USA Volleyball, a Colorado nonprofit corporation having its principal office at 4065 Sinton Road, Suite 200, Colorado Springs, Colorado 80907, and the athlete signing below (“Athlete”). Athlete and USA Volleyball may be collectively referred to herein as the “Parties” and each, individually, as a “Party”.

This Agreement, when fully executed, shall represent the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof.

Recitals

WHEREAS, USA Volleyball is the national governing body for the sport of beach volleyball, indoor volleyball and sitting volleyball in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USA Volleyball is responsible for developing elite athletes with the goal of winning medals in the Olympic Games and other international competitions. As part of that mission, USA Volleyball has developed a program to support athletes with their training and living expenses who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.

WHEREAS, Athlete desires, but is not required, to participate in this Athlete Agreement on the terms and conditions set forth herein. Failure to choose to participate in this Athlete Agreement may not be used by USA Volleyball as a basis on which to prohibit an athlete from participating in a protected competition pursuant to the provisions of the Act. Similarly, USA Volleyball is not required to offer an Athlete Agreement to any specific athlete.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Athlete Agreement

1. Definitions.
 - a. NIL. NIL stands for “Name, Image, and Likeness” and shall refer to Athlete’s name, image, likeness, voice and/or biographical information.



- b. Personal Performance Gear. Personal Performance Gear or Specialized Equipment is defined by both the United States Olympic and Paralympic Committee (“USOPC”) and the Pan American Sports Organization (“PASO”) as specialized equipment having a material effect on the performance of athletes, due to the specialized characteristics of the equipment. An Athlete has the right to select his or her specialized equipment for use at the Olympic Games, Pan American Games, and other Protected Competitions. The USOPC has specifically defined “sunglasses,” “hat/headband,” “sand socks,” and, “competition apparel” as Personal Performance Gear for beach volleyball.
 - c. Protected Competition. Protected Competition is defined by the USOPC Bylaws, Section 1.3(x).
 - d. Team. Team means any setting where both Athlete and Athlete’s playing partner are present at USA Volleyball events.
 - e. Team Duty. Team Duty shall mean each of the following, at all times, including from the commencement to the conclusion of: (i) any match, (ii) any warm-up for any match, (iii) any Team practice or Team training session, (iv) any press conferences, media interviews or awards ceremonies, (v) any USA Volleyball organized meetings or meals, (vii) promotional appearances, including, but not limited to all appearances for USA Volleyball described in this Agreement.
 - f. Team Uniform. Team Uniform shall refer to all uniform pieces the Athlete is prescribed to wear by USA Volleyball excluding Personal Performance Gear.
2. **Term**. This Agreement shall commence as of the Effective Date and shall continue through and including December 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement (reference Section 5) and the current Beach Program Handbook.
3. **Obligations of USA Volleyball**. USA Volleyball agrees to perform the following duties and obligations:
 - a. Respect for Athlete’s Training. In carrying out its duties and activities under this Agreement, USA Volleyball shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete’s training and competition schedules.



- b. USAV Authorization of Athlete Likeness. In no event will USA Volleyball use or authorize the use of Athlete's name, picture, likeness, voice and/or biographical information for trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, except as permitted by this Agreement, without Athlete's express written permission.
 - c. Personal Performance Gear. USA Volleyball will not prevent athlete from using Personal Performance Gear of his/her choice while training, warming-up for, or competing in a Protected Competition. Further, USA Volleyball shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, if it complies with the relevant International Olympic Committee ("IOC") or Federation International de Volleyball ("FIVB") rules regarding use, size and placement.
 - d. Athlete's Personal Endorsements. USA Volleyball shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give USA Volleyball right of first refusal for any of USA Volleyball's sponsors regarding a personal contract with individual Athlete.
 - e. Agents. USA Volleyball shall not prevent Athlete from hiring or retaining an agent.
4. **Obligations of Athlete.** Athlete agrees to perform the following duties and obligations:
- a. NGB Membership and Eligibility. Athlete is and shall remain a currently registered member in good standing with USA Volleyball throughout the term. Athlete shall remain eligible to compete in international competition for the USA. Athlete shall be currently SafeSport trained, have a current cleared USOPC and/or USAV approved background screen and fulfill all of the other obligations contained in this Agreement including its Addendums and other documents that may be provided by USAV (Reference **Addendum C** for links to USOPC Background Check Policy and Procedures.)
 - b. Administrative Deadlines. Athlete shall comply with any and all applicable deadlines established by USA Volleyball.



- c. Anti-Doping. Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), Federation Internationale de Volleyball (FIVB), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and the USOPC. Suspension for doping violations will result in suspension or elimination of USOPC and USAV support and benefits.
- d. Code of Conduct. Athlete shall sign and abide by USA Volleyball's current Code of Conduct, attached by example only as **Addendum A**. The Code of Conduct is incorporated into this Athlete Agreement and shall remain in effect for the entirety of the Term. Any violation of the Code of Conduct may result in full or partial suspension or elimination of USOPC and USAV support and benefits.
- e. Use of NIL.
- i. Athlete agrees to be filmed, audio and digitally recorded, and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any and all forms of media now existing or hereafter developed (the "Media"), by the USA Volleyball's official photographer(s), film crew(s) and video crew(s) or other USA Volleyball authorized representative, and by any other entity authorized by USA Volleyball, under the conditions specified by USA Volleyball.
 - ii. Athlete grants to USA Volleyball the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Media for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team and/or promotion of USA Volleyball (the "NGB"), and (4) promotion of the sport of volleyball, provided that, in no event may USA Volleyball use or authorize the commercial use of the Media in any manner that would imply Athlete's individual endorsement of any company, product, or service, without Athlete's express written permission.
 - iii. Athlete also grants to USA Volleyball the right to use the Media featuring images and footage that include Athlete in a Team context for use by the NGB and its sponsors, licensees or other partners (the "Commercial



Partners”) in promoting the NGB, its sport and the Commercial Partner and/or its relationship with the NGB. Notwithstanding the foregoing, in no event may USA Volleyball use or authorize its Commercial Partners to use the Media in any manner that would imply Athlete’s individual endorsement of any company, product, or service, without Athlete’s express written permission.

- f. Participation in Media Sessions. Athlete agrees to participate in media sessions including photo and video shoots, as reasonably requested by USA Volleyball, to promote competitions in which Athlete is participating or any activities sponsored by USA Volleyball. Such appearances will not interfere with Athlete’s training, preparation or competitions.
- g. Media and Content. Athlete agrees to cooperate with USA Volleyball on education, National Team Development Program (“NTDP”), media and general content creation. Such content may promote Athlete, competitions in which Athlete is participating, or any activities sponsored by USA Volleyball. Media and content creation and distribution will not interfere with, but may take place in conjunction with, Athlete’s training, preparation or competitions.
- h. Appearances for USA Volleyball. Athlete agrees to make two (2) mutually agreed personal non-commercial appearances for USA Volleyball without remuneration except for reasonable travel costs. Such appearances, not to exceed four (4) hours in length unless otherwise agreed by Athlete, will not interfere with Athlete’s training, preparation or competitions. In the event that Athlete is required to travel by car, USA Volleyball will reimburse Athlete at the IRS Standard Mileage rate. If Athlete is required to travel by air, USA Volleyball will provide Athlete with coach class roundtrip travel, hotel accommodations (if necessary) and ground travel to and from airports, hotels and the appearance locations. USA Volleyball shall be responsible for all booking associated with all costs referenced in this paragraph, unless otherwise agreed by the Parties.
- i. Commercial Appearances for USA Volleyball. Athlete agrees to consider, at athlete’s sole discretion, requests to make appearances, including, but not limited to, physical appearances, social media posts, videos, etc., for USA Volleyball’s sponsors, licensees or other partners, such appearances to be by mutual written agreement between the Parties. Such appearances will not interfere with Athlete’s training, preparation or competitions.



- j. Autograph Sessions. Athlete shall cooperate with requests by match spectators , fans in other circumstances and USA Volleyball, in providing complimentary autographs as reasonably requested of the Athlete.
- k. Promotional Efforts & Athlete Personal Sponsors. Athlete may not use or authorize the use of USA Volleyball’s intellectual property, including use of photos, or videos of Athlete in USA Volleyball apparel or equipment, marks and logos of USA Volleyball, terms containing “national team” without the express written permission of USA Volleyball. Furthermore, athlete may not authorize any photo, video or audio recording or media activities in USA Volleyball owned or operated facilities without the express written permission of USA Volleyball.
- l. Training and Commitment to Train. Unless otherwise agreed by USA Volleyball in writing, Athlete shall train for peak performances at key national and international events held during the Term, including the next applicable Olympic Games subject to Athlete’s ability to do so.
- m. Camps and Competition. Unless excused in writing by USA Volleyball, Athlete shall actively participate in international competitions and camps for which he / she registers and is nominated or selected as applicable.
- n. NCAA Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete’s responsibility to know the rules and take the necessary steps to remain eligible, including compensation, competition, endorsement and agent responsibilities.
- o. Team Apparel. Unless in conflict with a personal sponsor or in those instances where other apparel is required to be worn by the tournament organizer or FIVB, Athlete will wear designated USA Volleyball apparel and accessories while on official Team Duty, and will not conceal or cover-up any USA Volleyball sponsor, supplier or licensee brand or other identification appearing on USA Volleyball apparel. For the avoidance of doubt, unless in conflict with a personal sponsor, Athlete agrees he/she will wear Team Apparel and/or Team Uniform when Athlete is being presented as part of a National Team roster. In the event Athlete wears Team Apparel, USA Volleyball will provide Athlete with an adequate amount to wear on multiple occasions.



- p. No Other Logos on Team Uniform. Athlete is not permitted to add to the Team Uniform any trade name, trademark, name, logo or any other identification of any person, company or business unless expressly provided for in this Agreement or a written waiver.
5. **Support.**
- a. Financial and Services Support. Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOPC, USA Volleyball shall provide certain financial and services support to athlete as outlined in the current Beach National Program Handbook. For direct athlete support provided by the USOPC Athlete shall submit to the USOPC the required documentation for the Athlete to receive such support. USOPC payments shall be made by direct deposit to an account designated by Athlete.
- b. Taxes. Athlete is an independent party and shall be solely responsible for any and all taxes and withholdings that may be due on support paid under this Agreement. USA Volleyball shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.
6. **No Guarantee / Termination.** By signing this Agreement USA Volleyball is not guaranteeing the Athlete a position in the Beach National Program during the Term or guaranteeing any financial support during the Term.
7. **Dispute Resolution.** The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws of USA Volleyball.
8. **American Arbitration Association.** In the event that the Parties cannot resolve a dispute under 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the American Arbitration Association under their Commercial Rules.
9. **USOPC Policy on NGB Athlete Agreements.** Reference **Addendum B.**



10. **USOPC Athlete Ombudsman.** For information on athlete rights and issues affecting athletes you may contact the USOPC Athlete Ombudsman: Kacie Wallace/Telephone at (719) 866-5000/Email at [Kacie.wallace@usopc.org/](mailto:Kacie.wallace@usopc.org)
<https://www.teamusa.org/athlete-ombuds>

11. **Miscellaneous.**
 - a. *Nature of the Parties Relationship.* It is expressly understood and agreed that, in the performance of this Agreement, USA Volleyball and Athlete shall be independent parties, free from control of each other except as specified in this Agreement. Athlete hereby confirms that he/she will comply with all federal and state requirements regarding payment of taxes and other obligations with respect to support payment received.

 - b. *Intellectual Property and Ownership.* Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to USA Volleyball's trademarks, or in or to any copyright or other right in and to USA Volleyball's materials. Likewise, nothing contained herein, other than those rights conveyed to USA Volleyball by this Agreement, will be construed as an assignment or grant to USA Volleyball of any right, title or interest in or to Athlete's image and personality rights.

 - c. *Notices.* Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth below.

 - d. *Force Majeure.* If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

 - e. *Entire Agreement.* This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the Parties and supersedes all



prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

- f. Waiver. A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.
- g. Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.
- h. Assignment. This Agreement may not be assigned, sublicensed or transferred, in whole or in part, to any person or entity without the other Party's prior written approval of such assignment, sublicense or transfer, and any such permitted assignment, sublicense or transfer shall not relieve the assigning Party from its obligations hereunder without written acceptance of the terms, obligations and conditions herein by such assignee or transferee.
- i. Governing Law. The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Colorado.

ATHLETE (Print Name):

USA VOLLEYBALL:

Signature: _____

Signature: _____

Address: _____

Peter Vint
Chief of Sport

Email _____



ADDENDUM A

USA VOLLEYBALL CODE OF CONDUCT

USA Volleyball (“USAV”) and its Regional Volleyball Associations (“Regions”) encourage participation and the pursuit of excellence in all facets of volleyball. USAV and the Regions grant the privilege of membership to individuals committed to this same pursuit. The privilege of membership may, therefore, be withdrawn or denied by USAV and/or the Regions at any time where USAV and/or the Regions determine that a member or prospective member’s conduct is contrary to the best interests of the sport and those who participate in it.

In order to assist all members in serving the best interests of volleyball and to create an environment that is supportive, inclusive, positive and appropriate, USA Volleyball and its Regions have adopted this Code of Conduct. As a condition of membership, each prospective member is required to acknowledge and adhere to this Code of Conduct.

THE FOLLOWING SHALL BE CONSIDERED VIOLATIONS OF THE USA VOLLEYBALL CODE OF CONDUCT:

1. Violation of any anti-doping policies, protocols or procedures as defined by the International Olympic Committee (IOC; www.olympic.org), World Anti-Doping Agency (WADA; www.wada-ama.org), Federation Internationale de Volleyball (FIVB; www.fivb.org), US Anti-Doping Agency (USADA; www.usada.org) or the United States Olympic Committee (USOC; www.teamusa.org). Violations of this provision will be adjudicated only by USADA or the proper anti-doping authority, not USAV.
2. Violation of SafeSport rules, policies and procedures promulgated by the U.S. Center for SafeSport (www.safesport.org), including the SafeSport Code and/or Minor Athlete Abuse Prevention Policies (“MAAPP”), as they may be amended from time to time.
3. Discrimination in violation of the Amateur Sports Act which requires that USAV must provide an equal opportunity to athletes, coaches, trainers, managers, administrators, and officials to participate in the sport of volleyball. Members must be allowed to participate and compete to the fullest extent allowed by USAV and Region rules. Discrimination against any member on the basis of age, gender, race, ethnicity, culture, religion, sexual orientation, gender expression, gender identity, genetics, mental or physical disability, or any other status protected by federal, state or local law, where applicable, is prohibited.
4. Possession, consumption, sale or distribution of alcohol, tobacco, vaping devices or e-cigarettes, marijuana, illegal drugs, or controlled substances, if such possession, consumption, or distribution is illegal or in violation of USAV or Region policy.
5. USAV policy prohibits the possession, consumption, sale or distribution of alcohol, tobacco, vaping devices or e-cigarettes by anyone registered as a junior volleyball player at the event venue of any USAV/Region sanctioned junior event.
6. Use of a recognized identification card by anyone other than the individual described on the card.



7. Physical damage to a facility or theft of items from a room, dormitory, residence or other person. (Restitution will be part of any penalty imposed.)
 8. Possession of fireworks, ammunition, firearms, or other weapons or any item or material which by commonly accepted practices and principles would be a hazard or harmful to other persons at USAV/RVA sanctioned events.
 9. Any action considered to be an offense under Federal, State or local law ordinances.
 10. Violation of the specific policies, regulations, and/or procedures of the USAV, Region or the facility used in conjunction with a sanctioned event. (It is the responsibility of the individual to be familiar with applicable specific policies, regulations and procedures.)
 11. Conduct which is inappropriate as determined by comparison to normally accepted behavior.
 12. Physical or verbal intimidation of any individual.
 13. Any act of fraud, deception or dishonesty in connection with any USAV related activity.
 14. Actions that will be detrimental to USAV or the Region.
 15. Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any personnel associated with a USAV or Region sanctioned event including but not limited to event staff, match officials, arbitrators, ticketing personnel, etc.
 16. Prohibit behavior and policies that threaten an athlete's amateur status or Region, USAV, school and/or collegiate eligibility.
 17. Failure to abide by applicable USAV and/or region transfer policies.
 18. Failure to abide by applicable Region recruiting policies.
- I have read and understand the USA Volleyball Code of Conduct.
 - I agree and consent to abide by the USA Volleyball Code of Conduct and other region specific code of conducts and/or disciplinary policies.
 - I understand that, if I violate the USAV and/or RVA Codes of Conduct, I might be subject to disciplinary action in accordance with USAV and/or RVA.

Participant's Signature (regardless of age): _____ Date signed: _____



ADDENDUM B



Policy Name: NGB

Athlete Agreements

Date of Issuance:

July 14, 2017

Policy Owner: USOC

General Counsel

Applies to: NGBs

Purpose:

The NGB Athlete Agreements policy sets out basic parameters for certain agreements that an NGB should explicitly *require* of its athletes as a condition of participation, and optional commercial agreements that must remain voluntary, in a way that balances the rights and needs of both NGBs and athletes.

For clarity, in this Policy “NGB” refers broadly to a USOC-recognized sport organization that manages or governs a sport on the Olympic, Paralympic, Pan American, or Parapan American Games program, an organization that fulfills management responsibilities under a contract with the USOC, or the USOC where the USOC fulfills a sport governance role.

Policy Statement:

1. Balanced Rights and Obligations Generally

The USOC recognizes the right of NGBs to require certain agreements on the part of athletes as a condition of participation in membership, events, teams, or programs of the NGB. These agreements may include terms that help the NGB comply with International Olympic Committee (“IOC”), International Paralympic Committee (“IPC”), Pan American Sports Organization (“PASO”), International Federation (“IF”), and USOC requirements, field successful and competitive teams, and promote and generate support for the NGB itself (including via the use of athlete names, images, and likenesses other than for *Commercial Use*).



The USOC also recognizes the right of each NGB to control the use of its name, marks, and other indicia.

At the same time, the USOC recognizes the right of each athlete to be treated fairly and consistently and to clearly understand what is required of him/her in order to participate, as well as the right of each athlete to control the commercial use of his/her name, image, and likeness.

In order to balance these NGB and athlete rights, NGBs must:

- Set out clearly and consistently those agreements and actions that are required of athletes as a condition of participation, in *Participation Agreements*;
- apply those requirements consistently among its athletes;
- keep *Participation Agreements* clearly separate from any *Commercial Agreements*, which may only be entered into mutually and voluntarily by athletes and NGBs;
- never condition an athlete's right to participate on agreeing to a *Commercial Term* or signing a *Commercial Agreement*;
- allow adequate time for athletes to review, understand, and seek advice on (should the athlete so choose) both *Participation* and *Commercial Agreements* prior to signing; and
- ensure that its own conduct and all of its athlete requirements and agreements comply with applicable laws as well as IOC/IPC, PASO, IF, and USOC rules and requirements (as a reference, selected excerpts of some of these governing rules are attached as Appendix 1 hereto).

2. Agreements That May Be Required of Athletes

Each of the following *Participation Agreements* may be required of athletes. The USOC recommends that each of these agreements be delineated as separate documents, or with clear subheadings. These agreements cannot contain *Commercial Terms*.

a. Baseline Participation Agreement

Each NGB should implement a clear *Participation Agreement* that all its athletes must comply with, without amendment or alteration in any particular case. This baseline *Participation Agreement* should specify the terms and obligations an athlete must meet in order to be eligible for participation in programs, events and competitions conducted, authorized or sanctioned by the NGB, including competitions in which the NGB has entered the athlete. These terms may include, for example, IOC/IPC/PASO or IF eligibility requirements, good standing requisites, compliance with anti-doping requirements, adherence to SafeSport standards, possession of a valid passport, completion of a physical examination indicating competitive readiness, and compliance with selection procedures. It also may include a requirement that athletes not make or authorize any *Commercial Use* of any NGB name, design, uniform, or logo.



This agreement should refer to compliance with the NGB Code of Conduct and the General Media Release.

b. Code of Conduct

Each NGB should maintain, and may require its athletes to adhere to, a Code of Conduct that outlines prescribed/prohibited conduct. This Code of Conduct should exist as a stand-alone document and should clearly designate to whom it applies and for what period of time.

c. General Media Release

Athletes may be required, whether generally or in connection with participation in membership, events, teams or programs, to execute a media release in favor of the NGB. This form of release should set out simple terms and should apply without amendment or alteration to all applicable athletes.

This General Media Release may pertain to an athlete's name, image, and likeness, and contemplate any and all technology and platforms for usage over a specific period of time.

The General Media Release must not cover *Athlete-Featuring* images for *Commercial Use* by the NGB or any third party.

The General Media Release may cover *Team-Featuring* images and footage for use by the NGB and its *Commercial Partners* in promoting the NGB, its sport, and the *Commercial Partner* and/or its relationship with the NGB.

It may cover event images and footage, whether depicting NGB athletes singly or in groups, and whether

Athlete-Featuring or *Team-Featuring*, for the NGB's own *Non-Commercial Use*.

Always consistent with the terms of the General Media Release, the NGB may require athletes to participate in media events in connection with a specific competition/event (e.g., World Championships) as an official team function. Further, NGBs may wish to ask athletes to participate in additional media opportunities and events (though on a limited basis – general practice has been not more than twice per year). Although athletes are strongly encouraged to participate in these opportunities to help promote their sport, NGBs must respect the athlete's privacy, time constraints, and training and competitive schedule. NGBs should provide reasonable reimbursement for any associated expenses incurred by the athlete in attending such events.



d. National Team/Event Agreements

Each NGB should implement clear National Team and/or Event agreements when prescribing/prohibiting conduct or requiring additional obligations above and beyond what is set forth in its baseline *Participation Agreement*.

This agreement should clearly set out all athlete rights and requirements that pertain to participation on a National Team (or other special team) or at a specific Event (e.g., World Championships), as well as what additional services and commitments the NGB is providing to the athlete. For example, they should define expectations and requirements as to behavior, training, camps, competition participation, travel gear, etc., as well as applicable *Basic Services* and benefits that the NGB provides to the athlete. NGBs may include a requirement of attendance and the wearing of team-provided and branded clothing at official team functions during those competitions/events but the parameters of those functions and the related requirements must be fair, reasonable, clearly defined, and communicated in advance to the athletes.

3. Commercial Agreements

Separately from the agreements and requirements contemplated in Section 2 above, an NGB and any athlete are free to negotiate and enter into one or more *Commercial Agreements*. *Commercial Agreements* must be made in writing.

No *Commercial Agreement*, nor any *Commercial Term*, can be required as a condition of membership, or participation on a National Team or in an Event.

The *Commercial Terms* in these agreements may include athlete obligations that increase one or more of the obligations contemplated in Section 2 (e.g., *Commercial Use* of an athlete's name and likeness) and/or may add further obligations (e.g., athlete appearances, apparel and equipment commitments, media opportunities, participation in certain programs or competitions.)

In any *Commercial Agreement*, NGBs must include additional consideration, which may include rights, benefits, and/or other compensation to the athlete that come over and above *Basic Services* and/or the commitments contemplated in Section 2.

For clarity, each of the following athlete requirements would be considered *Commercial Terms* and can only be mutually and voluntarily agreed upon by athletes and NGBs via a *Commercial Agreement*:

- Requiring attendance at a function that is not an official team practice, team meeting, or other NGB meeting or that is for *Commercial Use*
- Granting any right to a third party of an athlete's name, likeness, or image for



- Commercial Use* (other than as part of a *Team-Featuring* image)
- Granting any right of first negotiation or refusal to any NGB *Commercial Partner* or other commercial entity
 - Obligating disclosure of the terms of an athlete *Commercial Partner* agreement (though NGBs may require disclosure of the identity of any athlete *Commercial Partners*)
 - Relinquishing any legal rights relating to an athlete's membership or participation in the sport
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Any remedy for breach of a *Commercial Agreement* must include only commercial recourse and must not impact any athlete right as stated in Section 1.

4. Specialized Equipment

Consistent with the IOC Olympic Charter and PASO Statute the USOC will, and in each case after consultation with the NGB and the AAC representative for the NGB's sport, designate *Specialized Equipment* for athletes to use in protected competition. Although the IPC does not have a similar rule, the USOC extends this right to all Paralympic athletes. The USOC Athlete Ombudsman will be available to assist all parties in such consultation.

The USOC will maintain and publish a clear listing of the *Specialized Equipment* for each sport.

The NGB must not include in any *Participation Agreement* any restriction or requirement as to an athlete's right to choose his/her *Specialized Equipment* or the branding that may appear on such equipment, other than what is mandated by applicable IOC, USOC, IPC, PASO or IF rules.

5. Key Concepts Defined

Athlete-Featuring: An image in which a particular athlete is identifiable and prominently depicted, in the context of whatever else is depicted in the image. Such an image might depict the athlete alone or with one or more other people. When used in connection with the brand of a company, product, or service, a reasonable person may infer that the athlete endorses or is affiliated with that company, product or service.

Basic Services: A set of NGB-provided equipment and services that applies equally to all participants in the NGB's national or event team. All NGBs are required to provide a certain level of basic services, but those services may differ from one NGB to another. *Basic Services* may include, for example, coaching, travel to certain competitions, and special access to training camps or facilities. *Basic Services* are not specific to any particular athlete but apply to



all athletes on the national or event team. If an NGB has different tiers of Teams, NGBs may provide different *Basic Services* to these different teams.

Commercial Agreement: An agreement that includes *Commercial Terms* and opportunities for an athlete and/or team.

Commercial Partner: A commercial entity that enters into an agreement with an NGB or athlete whereby it provides consideration to the NGB or athlete in exchange for status as the NGB or athlete's sponsor, supplier, licensee, etc. In all cases, *Commercial Partners* receive certain rights to associate with the NGB or athlete in marketing and promotional programs.

Commercial Terms: Party-specific rights, benefits, or other compensation of a nature contemplated in Section 3 hereof, granted by one party to another in exchange for other specific rights, benefits, or other compensation from that other party. In the case of any relationship between an NGB and an athlete, *Commercial Terms* do not include any of the rights or obligations contemplated in Section 2.

Commercial Use: Use in connection with the promotion of any commercial entity and/or its relationship with an NGB or athlete, including without limitation one that expresses or implies an endorsement of any company, product, or service.

Non-Commercial Use: Use by an NGB solely in connection with promotion of an NGB itself (or in the case of an athlete's use, of the athlete him/herself), including without limitation fundraising, attracting members, or generating interest in the NGB, its events, or its sport.

Participation Agreement: An agreement setting out items that are required of athletes as a condition of participation in membership, events, teams, or programs of the NGB, as applicable.

Specialized Equipment: Items of apparel and equipment, approved by the USOC, used by an athlete in the course of participation in a competition, which have a material effect on the performance of the athlete due to the specialized characteristics of the item. Also known as "personal performance gear."

Team-Featuring: An image depicting an NGB athlete or athletes, which is not *Athlete-Featuring* but represents an NGB team in any fashion. When used in connection with the brand of a company, product, or service, a reasonable person may infer that the team (rather than any particular athlete) endorses or is affiliated with that company, product or service.

Appendix 1

Rules Excerpts

Key governing rules include but are not limited to the Olympic Charter, the IPC Handbook, the PASO Statutes, the Ted Stevens Olympic and Amateur Sports Act and the USOC Bylaws. Selected excerpts, to serve as a starting point in an NGB's exploration of these rules:



1. “The mission of the IOC is to promote Olympism throughout the world and to lead the Olympic Movement. The IOC’s role is to oppose any political or commercial abuse of sport and athletes;” *Olympic Charter, Rule 2, Section 10* and “to encourage and support the efforts of sports organizations and public authorities to provide for the social and professional future of athletes.” *Olympic Charter, Rule 2, Section 11*.
2. “[The National Olympic Committees (NOCs)] have the sole and exclusive authority to prescribe and determine the clothing and uniforms to be worn, and the equipment to be used, by the members of their delegations on the occasion of the Olympic Games and in connection with all sports competitions and ceremonies related thereto. This exclusive authority does not extend to specialised equipment used by athletes of their delegations during the actual sports competitions. For the purposes of this rule, specialised equipment shall be limited to such equipment acknowledged by the NOC concerned as having a material effect on the performance of athletes, due to the specialised characteristics of the equipment.” *Olympic Charter, Bye-law to Rules 27 and 28, Section 2.3*.
3. NGBs shall “not have eligibility criteria related to amateur status or to participation in the Olympic Games, the Paralympic Games or the Pan American Games that are more restrictive than those of the appropriate international sports federation.” *Ted Stevens Act, 36 U.S.C. §220522(a)(14)*.
4. “No member of the [USOC] may deny or threaten to deny any amateur athlete the opportunity to participate in the Olympic Games, the Pan American Games, the Paralympic Games, a World Championship competition, or other such protected competition.” *USOC Bylaws Section 9.1*.



Addendum C

USOPC Background Check Policy

Click on link: <https://www.teamusa.org/team-usa-athlete-services/safe-sport>

USOPC Background Check Policy Procedures

Click on link: <https://www.teamusa.org/team-usa-athlete-services/safe-sport>

USA Volleyball Background Check Policy and Procedures

Click on link: <https://usavolleyball.org/forms-and-information/>