

Memorandum of Understanding - Badminton GB Ltd and Home Nation Badminton Associations

1. Parties

The parties to this Memorandum of Understanding (MoU) are:

- Badminton GB Ltd ('BGB') ; and
- The Member Associations (Home Nations) as set out below;
 - o Badminton England
 - o Badminton Scotland
 - o Badminton Wales
 - o Ulster Branch Badminton Union of Ireland

2. Purpose

- 2.1. The purpose of this MoU is to facilitate effective partnership work amongst the Parties, and to state the role of BGB and its performance operations through the GB World Class Performance Programme (GB WCPP) and Paralympic Programme in relation to the Home Nations and their respective performance programmes with the agreement and support from BGB and the Home Nations.
- 2.2. The objects of BGB as an organisation are to act as a constitutional partnership, and to operate as the body responsible for GB Badminton matters.

3. Term

- 3.1. This memorandum will take effect retroactively from the 1st April 2021 and will end on 31 March 2025.

4. Background

- 4.1. BGB is responsible for the participation of GB Badminton in the Olympic and Paralympic Games, and all other events or tournaments involving athletes selected to represent GB, and for arranging all necessary assistance and support for the preparation, selection and performance of GB athletes, in particular their participation in the 2024 Paris Olympic and Paralympic Games ("Paris 2024") and other relevant tournaments that contribute to Olympic and Paralympic Games qualification, as set out in the Great Britain World Class Performance Programme ("GB WCPP") and Paralympic Programme.
- 4.2. Through a separate Lead Home Nation Contract (the Contract), BGB has agreed to appoint Badminton England (Lead Home Nation) to lead the operational delivery of the GB WCPP and Paralympic Programme and to assist in delivering GB Primacy to such extent as it is within its control. Through these devolved powers, Badminton England is the recipient body of UK Sport funding, to deliver the GB WCPP and the Paralympic Programme.
- 4.3. Badminton Scotland, Badminton Wales and Ulster Branch (BUI) (in the form of an NI Team) may receive funding from their respective National Sporting Agency to achieve success at the Commonwealth Games and to deliver players on to the GB WCPP and Paralympic Programme.
- 4.4. To deliver on participation and talent development outcomes, Badminton England,

Badminton Scotland, Badminton Wales and Ulster Branch Badminton Union of Ireland may receive funding from their respective National Sporting Agency and to contribute towards the outcomes of the GB WCPP and Paralympic Programme

- 4.5. For all Olympic and Paralympic Games qualification events, there is one GB entry only, as opposed to separate Home Nation entries.
- 4.6. BGB is the member association for badminton of the British Olympic Association and British Paralympic Association and is the nominating body for selection of athletes to the Great Britain team at the Olympic and Paralympic Games.
- 4.7. Additionally, BGB, under its articles of association, acts as the nominating or selecting body for Great Britain teams in Olympic and Paralympic Games and other events where Great Britain is the competing nation.
- 4.8. The Home Nations are the affiliated members of the Badminton World Federation (BWF) with the exception of the Ulster Branch Badminton Union of Ireland.

5. Role of the Parties

- 5.1. The pursuit of Olympic and Paralympic Games medals is the key objective for the GB WCPP Programme and Paralympic Programme and BGB is committed to working actively and positively with partners to accomplish this objective. Under this memorandum, BGB will be responsible for the overall management of the strategy for GB Performance.
- 5.2. The Home Nations are key partners and this MoU recognises the Home Nations' integral role in the development of high performing athletes aligned to and within the GB WCPP and Paralympic Programme
- 5.3. The parties agree that if the report referred to in clause 8.1.9 raises concerns or if the BGB Board, following receipt of the report, has concerns as to the performance by the Lead Home Nation or by any of the other Home Nations, the BGB Board shall be entitled to request UK Sport or, if more appropriate, the relevant Home Nation's National Sporting Agency to investigate the concerns and evaluate the impact, if any, on the execution of the GB Performance Plan.

6. Principles

- 6.1. BGB employs the following principles in the delivery of the GB WCPP and Paralympic Programme:
 - 6.1.1. A centralised system of managing all medal potential athletes. The GB WCPP and the Paralympics Programme will define how this system will operate. Any variance to this principle will require BGB Board approval which can be sought by the GB Performance Director.
 - 6.1.2. The GB WCPP and Paralympic Programme is athlete-centred (designed to meet the needs of athletes and to accelerate their development)
 - 6.1.3. The GB WCPP and Paralympic Programme is Coach-led
 - 6.1.4. Performance first (decisions are taken so that they support the achievement of the Olympic and Paralympic Games performance objectives agreed with UK

Sport)

7. Performance leadership

7.1. The GB Performance Director will be responsible for the training and competition programmes and compliance with their UK Sport Athlete Agreement for all GB WCPP and Paralympic funded athletes. Each Home Nation performance lead will be responsible for the programme of any non-GB athlete.

8. Obligations of the Lead Home Nation

8.1 The Lead Home Nation will use all reasonable endeavours, in conjunction with the Member Associations pursuant to clause 9.1 to secure Olympic and Paralympic Games qualification and medal success for players selected for the GB WCPP and Paralympic Programme. During the relevant Olympic and Paralympic Games Cycle, the Lead Home Nation has complete business and performance responsibility, except as provided in the Contract, to ensure GB Primacy to the extent within its control and for all aspects of GB Badminton, which includes the preparation, selection, management and performance of GB players and their participation in the Olympic and Paralympic Games and any other relevant tournaments. Without prejudice to the generality of the foregoing, the Lead Home Nation shall:

- 8.1.1. Provide central training environments for players on the GB WCPP preparing for the Olympic Games and those on the Paralympic Programme preparing for the Paralympic Games.
- 8.1.2. Provide and notify the BGB Board of the identity of, suitably qualified and experienced employees to perform the following appointments:
 - 8.1.2.1. GB Performance Director; and
 - 8.1.2.2. Accountable Officer

The Lead Home Nation will also be responsible for employing or contracting the other members of the GB Management or support staff who will deliver the GB WCPP and Paralympic Programme. All such appointments will be notified to the BGB Board and will also be of suitably qualified and experienced persons.

The individuals appointed to any or all of these roles may hold similar appointments in respect of the Lead Home Nation but are not obligated to do so. For the avoidance of doubt, the individuals appointed under 8.1.2.1 and 8.1.2.2 above shall be and remain employees of the Lead Home Nation. If the Lead Home Nation replaces its Chief Executive Officer (or equivalent officer) such replacement shall also be appointed to the Accountable Officer role for GB Badminton

- 8.1.3. In the case of 8.1.2.1 a representative of the BGB Board will be invited to take part in the selection process for the role
- 8.1.4. In the case of 8.1.2.2, the role will be the Chief Executive of the Lead Home Nation and will be the Accountable Officer for the GB WCPP and Paralympic Programme
- 8.1.5. Coordinate and assist the preparation of the GB Performance Plan (or equivalent name) by the GB Performance Director for approval by the BGB Board prior to submitting it to UK Sport in line with the timeline required by UK Sport
- 8.1.6. Ensure that the GB Performance Plan shall also contain a detailed budget submission to UK Sport - such budget to be approved by the BGB Board prior to submission to UK Sport

- 8.1.7. Following approval of the GB Performance Plan by UK Sport, copies will be sent to the respective Home Country Sports Councils for their reference;
- 8.1.8. If permitted by UK Sport to act on behalf of BGB, enter into a funding Agreement with UK Sport on terms to be agreed at the time between BGB, in consultation with the Lead Home Nation, and UK Sport. The Lead Home Nation shall comply with all obligations under the funding Agreement with UK Sport and, so far as within its control, ensure that any obligations which relate to GB Badminton are performed in accordance with their terms. The Lead Home Nation shall ensure all funding received from UK Sport for GB Badminton is used solely for the purpose of GB Badminton and the GB Performance Plan
- 8.1.9. Report annually to the BGB Board on the actual performance against the GB Performance Plan for GB players. The report shall be submitted in writing to the BGB Board at least 10 days before the meeting of the BGB Board at which the report is to be considered.
- 8.1.10. Report within two months of the completion of the relevant Summer Olympic and Paralympic Games in respect of the performance of the GB players at the relevant Olympic and Paralympic Games;
- 8.1.11. Ensure that its appointee of a Member Director to the BGB Board or the Accountable Officer attends all meetings of the BGB Board;
- 8.1.12. Manage and run the BGB social and digital platforms in accordance with any reasonable directions of the BGB Board.

9. Obligations of the Home Nations

- 9.1. Each Member Association will use all reasonable endeavours, pursuant to clause 8.1 to secure Olympic and Paralympic Games qualification and medal success for players selected for the GB WCPP and Paralympic Programme. Without prejudice to the generality of the foregoing, each Member Association shall ensure that:
 - 9.1.1. The Home Nation's own performance plan shall include:
 - 9.1.1.1. An aspiration to achieve World, Olympic and Paralympic success within its vision / mission statement.
 - 9.1.1.2. Implementation of the GB Profiling Tool across the player pathway
 - 9.1.1.3. An acknowledgement that Home Nation National Governing Bodies (NGB) and their respective Home Nation's National Agency for Sport will also have key objectives and targets around identified competitions such as, but not exclusively European Championships and Commonwealth Games. Should there be a possible clash resulting in a risk to GB primacy, agreement will be required through negotiation with the GB Performance Director. It will be the responsibility of the four Home Country NGB to identify any possible clash in good time. Any flexibility agreed with the GB Performance Director will be permitted on the basis that it does not detrimentally impact on Olympic or Paralympic qualification or GB performance.
 - 9.1.1.4. Alignment of talent funding with the aim of contributing players to the GB WCPP and Paralympic Programme
 - 9.1.1.5. Proactive engagement with the GB WCPP and Paralympic Programme by

Home Nation Coaches and Performance leads through the TAG

- 9.1.1.6. Coaching delivery that aligns to, and is consistent with, the practices of the GB WCPP and Paralympic Programme; this relates specifically to those players on track for inclusion in the GB WCPP or Paralympic Programme
- 9.1.1.7. Alignment of Sports Science provision from across Home Nation Service providers to the service provided to the GB WCPP and Paralympic Programme
- 9.1.1.8. Education programmes for coaches and for players on the pathway who have the potential to become full time Players as part of the GB WCPP or the Paralympic Programme
- 9.1.2. The Lead Home Nation is provided with such assistance as it may reasonably require in connection with the implementation of the GB Performance Plan. Each Member Association shall ensure that GB Primacy is its key consideration in any discussions it has with its respective Sports Council and shall immediately inform the GB Performance Director and BGB Board, providing full details, if such discussions concern that Member Association's performance plan;
- 9.1.3. The BGB Board and UK Sport and/or the respective Sports Council is provided with such information as they may reasonably require from time to time in connection with the performance of its obligations under this MoU;
- 9.1.4. A hyperlink is included on all of its websites to the GB Badminton web page on the Badminton England website and promote the achievements and progress of GB athletes;
- 9.1.5. Its appointee of a Member director to the BGB Board attends 75% of the meetings of the Board;
- 9.1.6. Any risk associated with a Home Nation programme that would have a detrimental impact on the GB World Class Programme is reported to the BGB Board through the risk register in a timely manner.

10. Selection

10.1. Selection for the GB WCPP and Paralympic Programme

- 10.1.1. BGB will provide equal opportunity to athletes from all Home Nations to be members of the GB WCPP and Paralympic Programme.
- 10.1.2. Selection for the GB WCPP and Paralympic Programme is based on the BGB approved selection criteria and assessment, overseen by the GB Performance Director.
- 10.1.3. The GB WCPP and Paralympic Programme will carry out a minimum of one formal athlete review per year for athletes currently within the GB WCPP and the Paralympic Programme and to consider athlete nominations from the Home Nations.

10.2. Olympic and Paralympic Games Athlete Selection

- 10.2.1. BGB is responsible for approving the athlete selection policies to compete at the Olympic and Paralympic Games or any other GB representative competition
- 10.2.2. Utilising the approved policies and procedures the GB Performance Director is responsible for selecting athletes to compete at the Olympic and Paralympic Games and any other GB representative competition

- 10.2.3. BGB is responsible for the formal nomination of athletes to compete at the Olympic and Paralympic Games

11. Release from the GB WCPP or the Paralympic Programme

- 11.1. When an athlete is released following a decision by the GB Performance Director or chooses to step down from the GB WCPP or the Paralympic Programme, the following process will take place:
- 11.2. The athlete will have an exit interview with a member of the GB WCPP or, as appropriate, the Paralympic Programme management. The applicable Home Nation association will be informed and invited to consider continued support of the athlete within his or her respective Home Nation.

Defined terms

1. In the MoU, unless the context requires otherwise, the following terms shall have the following meanings:

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| 1.1 | “BGB” | Badminton GB Limited. |
| 1.2 | “BGB Board” | The Board of Directors of Badminton GB Limited. |
| 1.3 | “GB Badminton” | Means Great Britain Badminton in its Olympic and Paralympic context and in the context of any GB representation at junior and senior level. |
| 1.4 | “GB WCPP and Paralympic Programme” | Means Great Britain World Class Performance Programme and Paralympic Programme. |
| 1.5 | “GB Management” | Means the team appointed or employed by the Lead Home Nation to provide executive leadership for the operation and delivery of the GB WCPP and Paralympic Programme. |
| 1.6 | “GB Performance Director” | Means the senior member of the GB Management appointed by the Lead Home Nation in consultation with the Chair of BGB or his/her appointed nominee, responsible to the Accountable Officer for the operation and delivery of the GB WCPP and the Paralympic Programme (also referred to as the “Performance Director” in the Lead Home Nation Contract). |
| 1.7 | “GB Performance Plan” | means the GB WCPP and Paralympic Programme for badminton as approved by the BGB Board, including the plans for Paris 2024, operated by the Lead Home Nation under the Lead Home Nation Contract to |


systematically nurture and sustain Players capable of succeeding at the Olympic Games and the Paralympic Games at world level.

- 1.8** **“GB Profiling Tool”** A standard tool to be used by all Home Nations to assist with performance measurement across the player pathway
- 1.9** **“Lead Home Nation”** The Member Association appointed by BGB to run the GB WCPP and the Paralympic Programme.
- 1.10** **“Member Association” or “Home Nation”** Means Badminton Association of England Limited, Scottish Badminton Union Limited, Ulster Branch Badminton Union of Ireland Limited, Welsh Badminton Union Limited and any successor body to each or any of them.
- 1.11** **“Member Director”** a person nominated by a Member Association and appointed as a Director of BGB.
- 1.12** **“Players”** those badminton players coming within the programmes arranged, provided or procured by BGB.
- 1.13** **“Writing”** means the representation or reproduction of words, symbols, or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 1.14** **“TAG”** means the Technical Advisory Group as defined in the Lead Home Nation Contract.

Memorandum of Understanding agreed between Badminton GB Ltd and Badminton England,
Badminton Scotland, Badminton Wales and Ulster Branch Badminton Union of Ireland


I agree to commit the organisation I represent, to the activities contained within this Memorandum.

Badminton GB Ltd

Name *Stephen Baddock* Title *Chair, GB Badminton*
Signed  Date *31/3/22*

Badminton England

Name: Derek F Batchelor Title: BGB Director appointed by Badminton
England

Signed:  Date: 12 April, 2022

Badminton Scotland

Name Keith Russell Title CEO

Signed  Date 19th April 2022

Badminton Wales

Name Kelly Aston MBE Title CEO Badminton Wales

Signed *Kelly Aston MBE* Date 1-4-2022

Ulster Branch Badminton Union of Ireland

Name *KENNETH GEORGE NIXON* Title *MR.*

Signed  Date *2.4.22.*