



CONTRACT FOR NATIONAL JUDGES FROM ECAHO COUNTRIES

THIS AGREEMENT, made this day of **BETWEEN**

European Conference of Arab Horse Organizations (ECAHO), Goethestrasse 61, 9008 St. Gallen, Switzerland, (hereinafter “ECAHO”) of the one part,

and

(you).....of (address).....

.....in the Country of.....

(hereinafter the “National Judge”) of the other part.

WHEREAS the National Judge is a recognised National Judge on the National judges’ list of the following ECAHO Member organization (hereinafter the “National Organization”); and WHEREAS the National Judge wishes to be appointed for the following show:

..... (hereinafter the “Show”),

beginning and ending on the following dates:

NOW THIS AGREEMENT WITNESSES

1. That the National Judge confirms to be a recognised National Judge presently listed on the National Judges’ list of the National Organization and is neither retired or suspended or expelled by the competent body of the National Organization.

The Judge has to be the resident or have the nationality of the country where he is listed on the National Judges’ panel.

2. That the National Judge is hereby appointed as a recognised National Judge for the Show.

3. That the Judge listed on the National list of the ECAHO Member country may only officiate at “Breeders”, “Amateur”, “D Regional”, “C National”, “C International”, “European”, “Specific Origin” shows and “National Championships”.

4. That the National Judge herewith agrees to accept and comply with the Constitution, the jurisdiction, and all applicable rules, codes, regulations, and decisions of ECAHO.

5. That the National Judge herewith confirms to be a person of good repute and to have a clean criminal record. Entries in a criminal record must be unsolicitedly disclosed to the ECAHO Office without delay. The Executive Committee may freely assess if such an entry shall prevent the Judge from being appointed as a recognised Judge or if the Judge shall be suspended or expelled.

6. That the National Judge herewith agrees to accept and comply with his/her following responsibilities:

- a) Dress for the National Judge shall be smart and suitable for the event.
- b) Whilst judging the show, the National Judge will refrain from drinking alcohol or taking any substance that may impair the ability of the National Judge to judge effectively.

- c) The National Judge should not make any social conversation during the course of class and must not use electronic communication devices in the show ring/arena/paddock, except for official devices provided by the show organizer for the purposes of the event only.
- d) The National Judge must not back out of an appointment except under the most extreme circumstances. The Executive Secretary of ECAHO may request a medical certificate in cases of a broken appointment as a result of illness. The National Judge who, in extreme circumstances, is unable to keep the appointment must immediately inform the show organizer. If the National Judge cancels the invitation after the travel arrangements have been made, he / she will pay all the costs arising out of this booking.
- e) The National Judge shall evaluate Arabian exhibits at shows in accordance with the “ECAHO Judge’s Training Manual”.
- f) The National Judge shall adjudicate each class at a show in conformity with the rules and specifications in that class in accordance with the rules of ECAHO current Blue Book.
- g) The National Judge shall require the removal or alteration of any piece of equipment or accoutrement which, in his opinion, is not in accordance with ECAHO Rules and regulations.
- h) The National Judge shall at no time interfere with exhibit’s tack or gear in the ring nor will they touch the exhibit in any way.
- i) The National Judge shall not exhibit, or assist any exhibitor, or handle any horse, at a show at which he/she is officiating.
- j) The National Judge is expected to display the highest standards of ethics inside and outside the show ring / arena / paddock at all times including at events where he/she is not officiating.
- k) The National Judge shall not advertise, solicit or canvass his judging services.
- l) The National Judge must avoid any circumstances which could be an actual or apparent conflict of interest, and may not officiate at a show if he/she has an actual or apparent conflict of interest.
- m) No Judge may judge more than 15 Arabian horse Shows in ECAHO Member countries in the calendar year.
- n) The Judge must declare any conflict of interest, or any circumstance that might be viewed by others as a conflict of interest, as soon as it arises.
- o) An actual or apparent conflict of interest may occur, amongst others, if the National Judge officiates at a show at which a horse, irrespective of the payment or receipt of a remuneration or any other consideration:
 - a. is being trained or handled by a member of the National Judge’s family,
 - b. has been bought or sold by a National Judge either as owner or agent,
 - c. has been bred or is owned in whole or part by the Judge or by a member of the National Judge’s family, or a business partner in an Arab horse business venture,
 - d. has been leased by the National Judge, at any time,
 - e. has been bred by or is the property of a breeding organization in which the National Judge is or was an employee,
 - f. has been regularly trained, examined or treated by the National Judge in a professional capacity,
 - g. is the subject of an on-going negotiation to buy or lease, or a provisional purchase condition to which the National Judge is a party.
- p) An actual or apparent conflict of interest may further occur, amongst others, if the National Judge, irrespective of the payment or receipt of a remuneration or any other consideration, during the period of one year (365 days) before a show at which the National Judge officiates:
 - a. has entered into any business relationship with an exhibitor at that show,
 - b. has received, whilst being involved with the organization of any show or event, sponsorship from an exhibitor at that show or event,
 - i. this does not apply to those events organized on behalf of a National Association which is a Full Member of ECAHO, as long as the Official has no financial benefit from the sponsorship,
 - c. has performed consulting for an exhibitor at that show,
 - d. has purchased or sold a horse from or to an exhibitor at that show,
 - e. was involved with the breeding of a horse of an exhibitor at that show,
 - f. was involved in similar activities with an exhibitor at that show.

- q) The National Judge must immediately decline to officiate if he/she considers himself/herself to have a conflict of interests concerning a horse, its handler or its owner(s).
 - r) The National Judge must immediately disclose his/her vested interests to the Executive Committee of ECAHO by sending a written notice of disclosure to the address of the ECAHO Office (see address below). The same applies in cases where the National Judge is uncertain if a situation of conflict of interest exists or not.
 - s) The Guest Judge will not visit exhibitors' premises or accept exhibitors' hospitality during a 30 day period before or during the show concerned. The Guest Judge will not accept benefits or gifts that could bring into question his/her integrity or honesty.
 - t) The National Judge is the official guest of the show organizer prior to the show. The National Judge shall not during the period of a show at which he/she is judging, be the house guest of a person who is exhibiting at the show. Many shows are social occasions and organizers sometimes arrange social evenings to which a National Judge may be invited. Provided that the National Judge uses common sense and integrity he/she may attend such gatherings.
7. That the National Judge agrees that all information provided by ECAHO and its representatives, whether written or oral (the "Confidential Information") shall be treated as confidential and proprietary to ECAHO. The Confidential Information does not include information which (i) was or becomes generally available to the public as a result of prior disclosure by ECAHO or its representatives, (ii) was or becomes available to the National Judge on a non-confidential basis from a source other than ECAHO or its representatives provided that such source is not bound by a confidentiality agreement with ECAHO, or (iii) was or becomes available to the National Judge without any obligation of confidentiality prior to its disclosure by ECAHO.
 8. That the National Judge herewith agrees, that unless the Constitution, all applicable rules, codes, regulations, and decisions of ECAHO apply, this Agreement shall be exclusively governed and construed according to the applicable substantive laws of Switzerland, excluding the rules on the conflict of laws.
 9. That the National Judge accepts that any dispute, which cannot be settled under the existing **jurisdiction of ECAHO**, shall be **exclusively settled by the ordinary courts in St. Gallen, Switzerland**.
 10. That accepting judging appointments on behalf of ECAHO is conditional on the National Judge being suitable for the assignment and fully able to perform the inherent requirements for the position. **By signing this Agreement you, as a National Judge must do so in the full knowledge of the associated risks involving horses.** Should any circumstances change that may affect your capacity to perform the inherent requirements of the position that you are undertaking, you are obliged to inform ECAHO with no delay.
 11. That the National Judge agrees to the Privacy Policy as published on ECAHO's website (www.ecaho.org).

IN WITNESS WHEREOF the parties hereunto set their hands on the date first hereinbefore written.

Signed for and on behalf of ECAHO

Signed by the said National Judge

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This Agreement, duly signed & witnessed on the first and last page and initialled each subsequent page by the National Judge is to be returned in its entirety to:

ECAHO Office

Mrs. Zuzana Slavíková, Executive Secretary of ECAHO
Na Blatech 242, CZ-277 11 Libiř
Czech Republic

phone: +420 602 876396

e-mail: zuzana.slavikova@ecaho.org