

DATED

2020

(1) ATHLETICS NORTHERN IRELAND

- and -

(2) ENGLAND ATHLETICS

- and -

(3) SCOTTISH ATHLETICS

- and -

(4) UK ATHLETICS

- and -

(5) WELSH ATHLETICS

**FRAMEWORK AGREEMENT
RELATING TO ATHLETICS IN
THE UNITED KINGDOM**

CONTENTS

INTRODUCTION
AGREED TERMS

1.	DEFINITIONS AND INTERPRETATION	3
2.	VISION/STRATEGY	5
3.	ROLES AND RESPONSIBILITIES	5
4.	GOVERNANCE.....	6
5.	FUNDING	9
6.	LIABILITY AND INDEMNITY	9
7.	TERM AND TERMINATION	9
8.	NOTICES AND OTHER COMMUNICATIONS.....	11
9.	DISPUTE RESOLUTION	12
10.	CONFIDENTIALITY.....	13
11.	GENERAL.....	13
	SCHEDULE 1 – AN ATHLETIC NATION	
	SCHEDULE 2 - ROLES AND RESPONSIBILITIES	
	SCHEDULE 3 - INTERIM COLLABORATION AGREEMENT	

PARTIES:

- (1) **ATHLETICS NORTHERN IRELAND LIMITED**, a company registered in Northern Ireland (company number NI059740) and limited by guarantee which has its registered office at Athletics House, Old Coach Road, Belfast, BT9 5PR ("**Athletics Northern Ireland**"); and
- (2) **ENGLAND ATHLETICS LIMITED**, a company registered in England and Wales (company number 05583713) and limited by guarantee which has its registered office at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE ("**England Athletics**"); and
- (3) **SCOTTISH ATHLETICS LIMITED**, a company registered in Scotland (company number SC217377) and limited by guarantee which has its registered office at Caledonia House, South Gyle, Edinburgh, Midlothian, EH12 9DQ ("**Scottish Athletics**"); and
- (4) **UK ATHLETICS LIMITED**, a company registered in England and Wales (company number 03686940) and limited by guarantee which has its registered office at Athletics House, Alexander Stadium, Walsall Road, Birmingham, B42 2BE ("**UKA**"); and
- (5) **WELSH ATHLETICS LIMITED**, a company registered in Wales (company number 06179841) and limited by guarantee which has its registered office at Cardiff International Sports Campus, Leckwith Road, Cardiff, CF11 8AZ ("**Welsh Athletics**")

(each "**a Party**" and together "**the Parties**").

INTRODUCTION:

- A UKA is the national governing body for Athletics in the United Kingdom. Athletics Northern Ireland, England Athletics, Scottish Athletics and Welsh Athletics are separate legal entities that are the respective governing bodies of Athletics within their respective countries of the United Kingdom (the "Home Countries"). The Parties agreed a framework that sets out the vision for Athletics for the period 2016 to 2026 that was signed and adopted by the Parties and is known as "An Athletic Nation". An Athletic Nation was updated and approved by the Parties during 2019 and is attached as Schedule 1 to this Agreement. The Parties remain committed to the principles outlined in An Athletic Nation which sets out the vision for Athletics in the United Kingdom ("UK"). The overriding vision is for the sport of Athletics to be the most inclusive, safe, popular and successful sport across the UK.
- B Following a review of UKA that was undertaken by UK Sport certain recommendations were made in May 2020 in a document headed "Independent Review of UK Athletics – Summary of Findings" with one of the key themes of the recommendations being that there needs to be greater clarity in the relationship between UKA and the Home Countries. The Parties have reached a consensus as to how they will work together going forward. This commitment is captured in the "Interim Collaboration Agreement" which is attached as Schedule 3 to this Agreement. The Parties have committed to work collectively and collaboratively to develop UK wide strategies that it is intended will clearly translate An Athletic Nation into detailed priority actions, measures for success and clarify respective roles and responsibilities for delivery. The Parties have agreed to enter into this Agreement to govern their respective roles and responsibilities and how they intend to work together going forward.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions - in this Agreement, including the Introduction:

"Agreement" means the terms and conditions of this Framework Agreement which includes the Agreement, the attached schedules and any appendices;

"Athletics" means the sport of athletics including track and field, road running, race walking, cross-country running, mountain running and trail running for all abilities, ages, genders, backgrounds and aspirations. Track and field will encompass para track racing, club throw and other para disciplines as will the other disciplines off track;

"Applicable Law" means any law (including common law or other binding law), statute, regulation, or directive or any determination by a Competent Authority or interpretation or administration of any of the foregoing by a Competent Authority;

"Board of UKA" means the board of directors of UKA from time to time;

"Business Day" means a day other than a day which is a Saturday, Sunday or public holiday in the United Kingdom;

"CEO Forum" shall have the meaning set out in clause 4.3 below;

"Competent Authority" means any national, state or local government authority, any governmental, quasi-governmental, judicial, public or administrative agency, authority or body, any court of competent jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) acting within their powers and having jurisdiction over this Agreement or any of the Parties;

Consequential Losses: means: i) any direct or indirect loss of profit, anticipated profit or savings; or ii) any direct or indirect loss of loss of business or loss of business opportunity; or iii) any indirect, incidental, consequential, special, exemplary or punitive loss or damage;

"Devolution" means the statutory delegation of powers from the central government of the United Kingdom to any or all of the home countries of the United Kingdom to govern at a regional or local level.

"Effective Date" means 10th August 2020;

"Home Country" or "Home Countries" means, when used singularly, each of any of Athletics Northern Ireland, England Athletics, Scottish Athletics and Welsh Athletics and when used plurally means all of them;

Home Country Board(s) means the board of directors of each of the Home Countries from time to time;

"Home Country Directors" shall have the meaning set out in clause 4.2.2 below;

“Interim Collaboration Agreement” means the document referred to as such dated 29th May 2020 agreed and adopted by the Board of UKA and the Home Country Board(s) which sets out how the Parties will work together and is attached as Schedule 3 to this Agreement;

“Non-Devolved Parties” means the Parties to this Agreement that have not been subject to Devolution from time to time;

“Sports Councils” means the sports councils of each of the Home Countries;

“Term” means the term of this Agreement as specified in clause 7.1;

“UKA Articles” means the Articles of Association of UKA adopted by the Board and/or members of UKA from time to time;

“UK Sport” means The United Kingdom Sports Council;

“United Kingdom” means Great Britain and Northern Ireland for the purposes of this Agreement only;

“Working Group” shall have the meaning set out in clause 4.4 below;

“World Athletics Federation” means the international governing body for the sport of Athletics.

1.2 In this Agreement:

- (a) reference to:
 - (i) any statute or statutory provision includes a reference:
 - to that statute or statutory provision as from time to time consolidated, modified or re-enacted (with or without modification) or replaced by any statute or statutory provision; and
 - any subordinate legislation made under that statute or statutory provision;
 - (ii) the singular includes the plural and vice versa and any gender includes other genders;
 - (iii) the “introduction” or to a “clause” or “schedule” is a reference to the introduction or the relevant clause or schedule of or to this Agreement;
 - (iv) A **person** includes all forms of legal entity including an individual, company, body corporate (wherever incorporated or carrying on business), unincorporated association, governmental entity and a partnership in relation to a party who is an individual, his legal personal representative(s);
 - (v) a document “in agreed form” is to a document in the form agreed by and initialled by or on behalf of each party for the purposes of identification;
 - (vi) the party or the parties means a party or the parties to this Agreement; and
 - (vii) “this Agreement” includes this Agreement as amended or supplemented from time to time;

- (b) the words **include, including and in particular**, for example are to be construed as being by way of illustration or emphasis only and are not to be construed as to limit the generality of any words preceding them;
- (c) the words “other” and “otherwise” are not to be construed as being limited by any words preceding them; and
- (d) the table of contents and the headings to clauses and schedules are to be ignored in construing this Agreement.

2. VISION/STRATEGY

- 2.1 The Parties agreed a framework that sets out the vision for Athletics for the period 2016 to 2026 that was signed and adopted by the Parties and is known as “An Athletic Nation”. An Athletic Nation was updated and agreed in 2019 and is attached as Schedule 1 to this Agreement. The Parties remain committed to the principles outlined in An Athletic Nation . The overriding vision is for the sport of Athletics to be the most inclusive, safe, popular and successful sport across the UK.
- 2.2 Following a review of UKA that was undertaken by UK Sport certain recommendations were made in a document headed “Independent Review of UK Athletics – Summary of Findings” with one of the key recommendations being that there needs to be greater clarity in the relationship between UKA and the Home Countries.
- 2.3 The Parties have reached a consensus as to how they will work together going forward. This commitment is captured in the “Interim Collaboration Agreement” which is attached as Schedule 3 to this Agreement. The Parties have agreed to enter into this Agreement to govern their respective roles and responsibilities and how they intend to work together going forward. This Agreement will supersede the Interim Collaboration Agreement from the Effective Date onwards.
- 2.4 The Parties have committed to working together collectively and collaboratively to develop underpinning UK wide strategies that it is intended will clearly translate An Athletic Nation into detailed priority actions, measures for success and clarify respective roles and responsibilities for delivery. The Parties are committed to working together and will endeavour to have their respective Sports Councils work together to achieve such success.
- 2.5 An Athletic Nation may be reviewed or superseded from time to time with any such amended, updated or replacement versions requiring the consent of all Parties together with a reconsideration of roles and responsibilities as detailed in Schedule 2 (which shall require the consent of all affected Parties).

3. ROLES AND RESPONSIBILITIES

- 3.1 An overview of the allocation of roles and responsibilities between UKA and the Home Countries relating to the performance of this Agreement is contained in Schedule 2. The Parties agree that further deliberation is required with regard to the detailed roles and responsibilities and agreement to such detail is contingent upon the outcome of the strategic reviews being undertaken by the Parties collectively. The Working Groups under the remit of the CEO Forum shall have responsibility for proposing the further detailing of the roles and responsibilities following the outcome of the strategic reviews and shall complete the same within 12 months of the Effective Date. The CEO Forum will agree which Working Groups are required from time to time to enable this Agreement to be implemented and will ensure

that strategies developed and agreed as anticipated in Schedule 2 are being implemented by those Working Groups or other relevant parties.

- 3.2 The Parties agree that the CEO Forum shall review the roles and responsibilities at least once per year during the Term and any material adjustment to those roles and responsibilities will be subject to the consent of all affected Parties.

4. GOVERNANCE

- 4.1 The means by which the Parties will govern the fulfilment of their collective and respective responsibilities, as the case may be, under this Agreement will be as set out below.

- 4.2 Board changes;

4.2.1 UKA Current Board Structure

As at the Effective Date the Board of UKA comprises of 8 (eight) directors namely, the Chair of UKA, the Chief Executive Officer (“CEO”) of UKA and 6 (six) Board Appointed Directors (such term being defined in the UKA Articles and being appointed in accordance with the UKA Articles).

Article 18 of the UKA Articles provides that the Board of UKA shall have not less than four directors and not more than ten directors.

4.2.2 New Board Structure

UKA agrees it will use its reasonable endeavours to ensure that Article 18.1 of the UKA Articles will be amended so that the maximum number of directors on the Board of UKA will become 12 and that the UKA Articles will also be amended to provide that there will be an additional four directors (each a “Home Country Director”), nominated by the Home Countries so that the new structure of the Board of UKA will be the Chair, the CEO of UKA, six Board Appointed Directors and four Home Country Directors.

One of the Home Country Directors will be appointed by each of the respective Home Country Boards. Prior to nominating a Home Country Director the Chair of that Home Country Board shall liaise with the Chair of the Board of UKA to take into consideration, to the extent possible, that the nomination of a Home Country Director should help to satisfy the skills matrix needs and other requirements of the Board of UKA and its obligations pursuant to A Code for Sports Governance. The Home Country Directors shall be nominated and selected from the directors of the respective Boards of the Home Countries in accordance with the Articles of Association of each of the Home Country Boards and such selection shall be advised in writing to the Chair of UKA. In the event that a Home Country does not wish to nominate a Home Country Director to participate on the Board of UKA the Home Country will advise the Board of UKA in writing and thereby shall surrender their right to have a Home Country Director to participate in the UKA Board for such period until the annual review of certain aspects of this Agreement as set out in clause 7.1.2.

In their capacity as directors of the Board of UKA the Home Country Directors will act in the interests of UKA (not as representatives of their Home Country) and in such capacity agree to abide by the Articles of Association of UKA and such other laws, rules and regulations (such as the Companies Act and A Code for Sports Governance). The Home Country Directors shall be a director on the Board of UKA for the period of time stipulated in the Articles of UKA unless replaced by their appointing Home Country. In the event that the Home Country Director ceases to be a director of the Home Country Board they shall immediately cease also

to be a director of UKA and the Home Country shall nominate a replacement as soon as practicable (but pending such replacement director being appointed shall be entitled to send another Home Country Board member duly appointed by the Home Country Board to act as an observer on the Board of UKA).

4.2.3 Interim Arrangements

It is anticipated that the changes outlined in Clause 4.2.2 above will take effect following approval at a general meeting of UKA that is due to take place in December 2020. Until such changes take effect the Parties agree that each of the Home Countries will have the right to have an observer attend the meetings of the Board of UKA.

4.3 CEO Forum

The Parties agree that each of their respective Chief Executive Officers (“CEO’s”) will be nominated to participate in a CEO Forum. The CEO Forum shall be comprised of five members and shall (unless expressly stated otherwise in this Agreement) reach decisions by simple majority, except in respect of the following matters where the consent will be required of any Party likely to be affected to any material extent by such decision:

4.3.1 significant responsibilities allocated as a result of the development of Schedule 2 (including under clause 7.1.2), and

4.3.2 any other decision which would require a Home Country to: incur a significant additional expense or tax or other liability; receive significantly reduced income; breach commitments previously made to Home Country members or contractual counter-parties or its Sports Council; be in breach of any Applicable Law, the Sports Governance Code, or its published strategy and values; breach any previous resolution of its Board then in effect; change substantially its policies relating to its accounting and reporting practice and reserves.

The CEO Forum shall agree a formal terms of reference which shall provide; amongst other things for frequency of meetings and other administrative matters with regard to the proper administration of the CEO Forum (including the proper documenting of discussions and decisions of the CEO Forum).

4.3.3 The role of the CEO Forum will be, amongst other things:-

- a) the CEO Forum will have lead responsibility for ensuring this Agreement is implemented;
- b) to ensure that the resources of the sport of Athletics across the UK are being used efficiently (including through resource and staffing) and in particular to consider whether a shared services model would result in such efficiencies being achieved for the benefit of the sport of Athletics across the UK;
- c) to agree which Working Groups are required from time to time to enable this Agreement to be implemented and ensure that strategies developed and agreed as anticipated in Schedule 2 are being implemented;
- d) in respect of each Working Group to agree the composition of the Working Group (which shall reflect the principles outlined in Clause 4.4 below) and terms of reference;

- e) to use a common mechanism for measuring performance against key performance indicators (“KPI’s”) that will be agreed by the CEO Forum and the chair of each of the Working Groups once the strategic reviews being undertaken collectively by the Parties are complete and further detailed roles and responsibilities have been detailed as provided in clause 3.1 above. It is agreed that such common mechanism for measuring performance will be used by each of the Home Countries as well as UKA so that all Parties are using the same mechanism and reporting against the same measures;
- f) to report regularly to their respective Boards and Chairs on all of the above and, in relation to KPI’s using, amongst other things, the mechanism referred to in clause 4.3.3 (e). In particular, it is agreed that there will be quarterly meetings of the Chairs of UKA and the Home Countries and the CEO Forum to facilitate such reporting;
- g) to report to the respective Sports Councils and UK Sport on behalf of each of the respective Parties in such manner and frequency as those partners require.

4.4 Working Groups

It is agreed that the implementation of the strategic plan (and the fulfilment of the roles and responsibilities as further set out in Schedule 2) will require the establishment of certain Working Groups. The number of Working Groups required together with their composition and terms of reference shall be agreed by the CEO Forum. In this regard, the Parties agree that such Working Groups will be representative of UKA and the Home Counties and will comprise three elements:-

- 4.4.1 Chair – that will be led by the owner/CEO owner for the relevant area of responsibility;
- 4.4.2 Group - comprises UKA and Home Country lead on the relevant subject matter;
- 4.4.3 Expertise - additional volunteer advisors from the sport based upon requirements, previous roles or additional specialism.

The CEO Forum shall agree a formal terms of reference for each Working Group which shall provide, amongst other things, for frequency of meetings and other administrative matters with regard to the proper administration of the Working Groups (including the proper documenting of discussions and decisions of the Working Groups).

The Working Groups shall have responsibility for proposing review of the roles and responsibilities following the outcome of the strategic reviews and shall complete the same within 12 months of the Effective Date. The CEO Forum will agree which Working Groups are required from time to time to enable this Agreement to be implemented and ensure that strategies developed and agreed as anticipated in Schedule 2 are being implemented.

4.5 Standards, Ethics and Rules Committee

The Parties have agreed to establish a new Standards, Ethics and Rules Committee. The Standards, Ethics and Rules Committee will be chaired by a member of the Board of UKA and be accountable to the Board of UKA with specific responsibility for standard setting, ethical and regulatory matters and will incorporate specialist independent members (with relevant skills and experience) approved by the chair of the Standards, Ethics and Rules Committee.

5. FUNDING

- 5.1 The Parties agree and acknowledge that each Home Country is a separate legal entity, separate governing body and is separately funded by its respective Sports Council and may therefore be required to deliver against objectives outlined by its respective Sports Council which may affect its ability to directly align its funded programmes with its obligations to the other Parties to this Agreement. In the event that any of the Home Countries believes it will not be able to align its responsibilities under this Agreement with the objectives required by its respective Sports Councils they shall advise UKA of the same (on an annual basis) so that the Parties can work together to achieve an outcome that reconciles the objectives of the funded programme and its ongoing participation under this Agreement with the overriding commitment to deliver against the principles of An Athletic Nation.

6. LIABILITY AND INDEMNITY

- 6.1 Each Party's liability to the other in contract, tort (including but not limited to negligence), breach of statutory duty, under statute, restitution, misrepresentation or otherwise (in each case whether caused by negligence or otherwise) arising out of or in connection with: the existence, performance or termination of this Agreement or any failure or delay in performance of this Agreement and/or any breach of any express or implied term of this Agreement and/or any statement made, or not made, or advice given or not given by or on behalf of a Party, shall be limited as set out in this clause 6.
- 6.2 Subject to the provisions of clause 6.3, neither Party will be liable to the other Party for Consequential Losses.
- 6.3 Nothing in this Agreement shall operate to exclude or limit any Party's liability for fraud; death or personal injury caused by its negligence; or any other liability which cannot be excluded or limited by law.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Effective Date and shall continue on an ongoing basis until terminated pursuant to clauses 7.1.1, 7.2, 7.3 or 11.1 ("**Term**"):-
- 7.1.1 the Parties agree that this Agreement shall be reviewed in detail by their respective Boards every four years and that each Party shall have the right at each such four year review to terminate their participation in this Agreement;
- 7.1.2 the Parties agree that the following provisions of this Agreement shall be reviewed annually; Schedule 2 Roles and Responsibilities, Working Groups or nomination of a replacement Home Country Director as provided for in clause 4.2.2. Any amendments to such provisions shall be agreed by the CEO Forum on behalf of the Parties save that the nomination of a replacement Home Country Director shall be the decision of the Home Country Board.
- 7.2 Devolution and Other Similar Circumstances
- 7.2.1 The Parties agree that in the event that there is a Devolution of Scotland from the United Kingdom during the Term and that such Devolution results in Scottish Athletics becoming a member of the World Athletics Federation independent from the Non-Devolved Parties that the Non-Devolved Parties shall negotiate with Scottish Athletics to agree alternative arrangements which reflect the original intention of the Parties to this Agreement as closely as possible and to the extent permissible under Applicable Law. The Parties shall negotiate

promptly and in good faith to conclude such alternative arrangements within six months of the commencement of the negotiations. If no such alternative arrangements can be agreed the Non-Devolved Parties shall have the right (acting collectively) to terminate Scottish Athletics' participation in this Agreement by giving six months' notice in writing to Scottish Athletics.

- 7.2.2 The Parties agree that in the event that there is a Devolution of Wales from the United Kingdom during the Term and that such Devolution results in Welsh Athletics becoming a member of the World Athletics Federation independent from the Non-Devolved Parties that the Non-Devolved Parties shall negotiate with Welsh Athletics to agree alternative arrangements which reflect the original intention of the Parties to this Agreement as closely as possible and to the extent permissible under Applicable Law. The Parties shall negotiate promptly and in good faith to conclude such alternative arrangements within six months of the commencement of the negotiations. If no such alternative arrangements can be agreed the Non-Devolved Parties shall have the right (acting collectively) to terminate Welsh Athletics' participation in this Agreement by giving six months' notice in writing to Welsh Athletics.
- 7.2.3 The Parties agree that in the event that there is a Devolution of Northern Ireland from the United Kingdom during the Term and such Devolution results in Athletics Northern Ireland becoming a member of the World Athletics Federation independent from the Non-Devolved Parties or that there is a change in the governance of sport in Northern Ireland such that Athletics Northern Ireland falls within the remit of Athletics Ireland (as opposed to UKA) the Non-Devolved Parties shall negotiate with Athletics Northern Ireland to agree alternative arrangements which reflect the original intention of the Parties to this Agreement as closely as possible and to the extent permissible under Applicable Law. The Parties shall negotiate promptly and in good faith to conclude such alternative arrangements within six months of the commencement of the negotiations. If no such alternative arrangements can be agreed the Non-Devolved Parties shall have the right (acting collectively) to terminate Athletics Northern Ireland's participation in this Agreement by giving six months' notice in writing to Athletics Northern Ireland.
- 7.3 A Party shall cease to be a Party to this Agreement with immediate effect by written notice from the other Parties, on or at any time after the occurrence of any of the following events:
- 7.3.1 such Party commits a material breach of this Agreement (being a single event or a series of events which together constitute a material breach) which is incapable of remedy or is capable of remedy but has not been remedied within thirty (30) days of receipt of a written notice identifying the material breach; or
- 7.3.2 such Party suffers an insolvency event or ceases, or threatens to cease, to carry on the whole or a substantial part of its business or activities.
- 7.4 In the event that one or more of the Parties cease to be a Party to this Agreement the other Parties shall continue to be bound by this Agreement unless they agree unanimously that the Agreement should terminate.
- 7.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 7.6 Expiry or termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of expiry or termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

8 NOTICES AND OTHER COMMUNICATIONS

8.1 Where this Agreement provides for the giving of notice or the making of any other communication, such notice or communication shall not (unless otherwise expressly provided) be effective unless given or made in writing in accordance with the following provisions of this clause 8.

8.2 Any notice or communication to be given or made under or in connection with this Agreement may be:

8.2.1 delivered or sent by post to:

Athletics Northern Ireland	Athletics Northern Ireland, Athletics House, Old Coach Road, Belfast, BT9 5PR
England Athletics	England Athletics, Back Straight End, Alexander Stadium, Walsall Road, Birmingham, B42 2BE
Scottish Athletics	Scottish Athletics c/o Caledonia House, South Gyle, Edinburgh, EH21 9DQ
UK Athletics	UK Athletics, Athletics House, Alexander Stadium, Walsall Road, Birmingham, B42 2BE
Welsh Athletics	Welsh Athletics, Cardiff International Sports Campus, Leckwith, Cardiff, CF11 8AZ

or

8.2.2 sent by email or other electronic communication to

Athletics Northern Ireland	Kerry@athleticsni.org
England Athletics	chrisjones@englandathletics.org
Scottish Athletics	mark.munro@scottishathletics.org.uk
UK Athletics	jcoates@uka.org.uk
Welsh Athletics	james.williams@welshathletics.org

and shall be marked for the attention of:-

Athletics Northern Ireland	Director of Business & Operations
England Athletics	Chief Executive Officer

Scottish Athletics	Chief Executive Officer
UK Athletics	Chief Executive Officer
Welsh Athletics	Chief Executive Officer

8.3 Any notice or other communication so delivered or sent shall be deemed to have been served at the time it is received at the address to which it is delivered or sent except that if that time is between 5.30 p.m. on a Relevant Day and 9.00 a.m. on the next Relevant Day it shall be deemed to have been served at 9.00 a.m. on the second of such Relevant Days.

8.4 Where a Party has given notice to the others of any different address or number to be used for the purposes of this clause then such different address or number shall be substituted for that shown above.

8.5 For the purposes of this clause

- a) "Postal Address" means the address shown in clause 8.2(a) or any different address substituted under clause 8.4;
- b) "Relevant Day" means any day other than a Saturday, Sunday or a day which is a public holiday at the Postal Address of the receiving party;
- c) any reference to a time is to the time at the Postal Address of the receiving party;
- d) reference to an electronic communication being received shall, in the case of a party which is a corporate body or partnership, mean receipt at the first device hosting electronic communication services for the corporate body or partnership at which it is received; and
- e) "electronic communication" has the same meaning as in the Electronic Communications Act 2000.

9 DISPUTE RESOLUTION

9.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute arising under or in connection with this Agreement (referred to in this clause 9.1 as the "**Dispute**"). If the Dispute cannot be settled amicably through ordinary negotiations of appropriate representatives of the Parties within thirty (30) days of it arising, the Dispute shall be referred to the CEO Forum who shall meet in order to attempt to resolve the Dispute and by a unanimous decision within thirty (30) days of the Dispute being referred to the CEO Forum in writing. If the Dispute cannot be settled by a unanimous decision of the CEO Forum, the Dispute shall be referred to the Chairs of the respective Boards of the Parties who shall meet in order to attempt to resolve the Dispute and by a unanimous decision within thirty (30) days of the Dispute being referred to them in writing.

9.2 The Parties agree that if the Dispute cannot be resolved in accordance with Clause 9.1 the Dispute shall be resolved by mediation. The Parties shall endeavour to agree unanimously on an appropriate mediator given the nature of the Dispute and in the absence of such agreement the Parties agree that clause 11.17 shall apply and the Dispute shall be referred to the courts of England and Wales.

- 9.3 The cost of any mediation procedure pursuant to Clause 9.2 shall be shared equally by UKA and each of the Home Countries respectively, save that each of UKA and the Home Countries shall be responsible for its own legal costs incurred in relation to the same.
- 9.4 During any mediation process the Parties shall continue to perform their respective obligations under, and in accordance with, this Agreement.

10 CONFIDENTIALITY

10.1 The Parties shall not make, or permit any person to make, any public announcement, concerning the existence, subject matter or terms of this Agreement (or the negotiation thereof), without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed). However once such agreed public announcement has been made the Parties agree that it is intended that an executive summary of this Agreement (the form of which shall be agreed by the Parties) shall be publicly available and not subject to any obligations of confidentiality.

10.2 The Parties acknowledge that:-

- a) The directors of the Board of UKA (including the Home Country Directors once appointed and any observer appointed by the Home Countries on an interim basis pursuant to Clause 4.2.3) are subject to obligations of confidentiality in their capacity as directors of the Board of UKA (as well as directors of the Home Country Boards).
- b) CEO Forum – the dealings between the members of the CEO Forum shall be confidential to the CEOs their respective Boards and Sports Councils.

10.3 Subject to clause 10.2, each Party shall keep confidential any information which is obtained by it or by any of its directors, officers, employees or consultants ("Related Persons") which:

- a) relates to the negotiation of this Agreement or any document referred to in this Agreement;
- b) relates to the provisions or subject matter of this Agreement or any document referred to in this Agreement;
- c) relates to the other Parties

(collectively "Confidential Information"). A Party shall be entitled to disclose Confidential Information to any of its directors, officers, employees or consultants ("Related Persons") or its advisers who need to know the information for the purposes of advising in relation to or furthering the provisions of this Agreement and who are aware of the obligations of confidentiality and agree to keep information confidential and not to use Confidential Information for any purpose other than the purpose for which it was disclosed.

11 GENERAL

Force Majeure

11.1 The Parties shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of their obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control ("Force Majeure Event"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed. If the period of delay or non-performance continues for three (3) months, the Party affected by such

Force Majeure Event may terminate their participation in this Agreement by giving thirty (30) days' written notice to the other Parties.

Assignment

- 11.2 Except as otherwise expressly provided for in this Agreement, a Party may not, without the written consent of each other Party, legally or equitably dispose or attempt to dispose (including by sale, assignment, gift, transfer, mortgage or charge) any of its rights or obligations under or in connection with this Agreement, nor sub-contract any of its obligations under this Agreement, nor declare a trust of, or allow to be constituted as a trust property the benefit of its rights or interest in this Agreement.

Entire Agreement

- 11.3 The provisions of this Agreement shall constitute the entire agreement between the Parties about the subject matter of this Agreement and supersedes any previous agreement or understanding of the Parties on such subject matter.
- 11.4 The Parties have not entered into this Agreement on reliance upon any representation, or warranty and no such representation or warranty or other term is to be implied in it whether by virtue of any usage or course of dealing or otherwise except as expressly set out in it.
- 11.5 If a Party has given such representation or warranty then (except to the extent set out in this Agreement) the Party to whom it is given waives any rights or remedies which it may have in respect of it.
- 11.6 This clause shall not exclude liability of a Party for fraud or fraudulent misrepresentation or concealment or any resulting right to rescind this Agreement.

Variation

- 11.7 This Agreement may only be varied in writing and signed by, or on behalf of each of the Parties.

Waiver and Remedies

- 11.8 A waiver of any term, provision or condition of, and any consent or approval granted under, this Agreement will be valid only if it is in writing, signed by the Party giving the waiver or granting the consent or approval. Any such waiver, consent or approval will be valid only in the particular instance and for the particular purpose for which it is given and will not constitute a waiver of any other right or remedy.
- 11.9 Any failure (in whole or in part) to exercise or delay in exercising any right, power or remedy ("Right") available under this Agreement or in law will not constitute a waiver of that or any other Right nor will any single or partial exercise of any Right preclude any other or further exercise of that or any other Right. The rights and remedies provided in this Agreement are cumulative and (unless otherwise expressly stated in this Agreement) may be exercised without excluding any other rights or remedies available in law.

Severability

- 11.10 In the event that any provision of this Agreement is determined to be unlawful or otherwise unenforceable, such provision shall be deemed severed from this Agreement, but any other provision of this Agreement shall remain in full force and effect.

- 11.11 In the circumstances of clause 11.10 if any such provision is determined to be unlawful, there will be substituted provisions reflecting the original intention of the Parties as closely as possible and to the extent permissible under Applicable Law. The Parties shall negotiate promptly and in good faith to achieve this objective.

Further Assurance

- 11.12 Each Party shall, at the request and cost of the others, use all reasonable endeavours to do, or procure the doing of, all such further acts, and execute and deliver or procure the valid execution and delivery of all such documents, as may from time to time be necessary in the requesting Party's reasonable opinion to give full effect to this Agreement and to secure to the requesting Party the full benefit of the rights, remedies and benefits conferred on it by this Agreement.

Third Party Rights

- 11.13 A person who is not a party to this Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause 11.13 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to that Act.

Costs

- 11.14 Unless otherwise provided in this Agreement, each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.

Counterparts

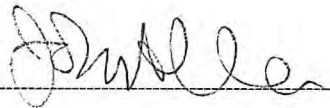
- 11.15 This Agreement may be executed in any number of counterparts, each of which, when executed as counterparts taken together shall constitute one document. This Agreement shall not take effect until it has been executed by all Parties.

Governing Law and Jurisdiction

- 11.16 The courts of England and Wales have non-exclusive jurisdiction to settle any dispute, difference or claim arising out of or in connection with this Agreement. The Parties irrevocably submit to such jurisdiction and waive any objection to it, on the grounds of inconvenient forum or otherwise.
- 11.17 This Agreement (and any dispute arising or claim relating to it its enforceability or its termination) is to be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS of which this Agreement has been duly executed by the Parties.

Signed for and on behalf of ATHLETICS
NORTHERN IRELAND LIMITED by:

Signature 

Name (block capitals) JOHN ALLEN,

Director/authorised signatory

Signed for and on behalf of ENGLAND
ATHLETICS LIMITED by:

Signature _____

Name (block capitals) _____

Director/authorised signatory

Signed for and on behalf of SCOTTISH
ATHLETICS LIMITED by:

Signature _____

Name (block capitals) _____

Director/authorised signatory

Signed for and on behalf of UK
ATHLETICS LIMITED by:

Signature _____

Name (block capitals) _____

Director/authorised signatory

Signed for and on behalf of WELSH
ATHLETICS LIMITED by:

Signature _____

Name (block capitals) _____

Director/authorised signatory

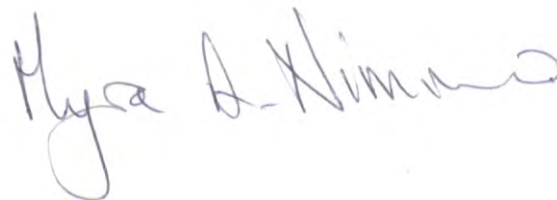
Signed for and on behalf of ATHLETICS
NORTHERN IRELAND LIMITED by:

Signature

Name (block
capitals)

Signed for and on behalf of ENGLAND
ATHLETICS LIMITED by:

Signature ..



Name (block
capitals) Myra A. Nimmo

Director/authorised signatory

Signed for and on behalf of SCOTTISH
ATHLETICS LIMITED by:

Signature

Name (block
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Director/authorised signatory

Signed for and on behalf of UK
ATHLETICS LIMITED by:

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ATHLETICS LIMITED by:

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Director/authorised signatory

Signed for and on behalf of SCOTTISH
ATHLETICS LIMITED by:

Signature 

Name (block
capitals) Ian Beattie, Chair

Director/authorised signatory

Signed for and on behalf of UK
ATHLETICS LIMITED by:

Signature

Name (block
capitals)

Director/authorised signatory

Signed for and on behalf of WELSH
ATHLETICS LIMITED by:

Signature

Name (block
capitals)

Director/authorised signatory

IN WITNESS of which this Agreement has been duly executed by the Parties.

Signed for and on behalf of ATHLETICS
NORTHERN IRELAND LIMITED by:

Signature

Name (block
capitals)

Director/authorised signatory

Signed for and on behalf of ENGLAND
ATHLETICS LIMITED by:

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Director/authorised signatory

Signed for and on behalf of SCOTTISH
ATHLETICS LIMITED by:

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Director/authorised signatory

Signed for and on behalf of UK
ATHLETICS LIMITED by:

Signature 

Name (block
capitals) Nic Coward
.....

Director/authorised signatory

Signed for and on behalf of WELSH
ATHLETICS LIMITED by:

Signature

Name (block
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Director/authorised signatory

Signed for and on behalf of ATHLETICS
NORTHERN IRELAND LIMITED by:

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ATHLETICS LIMITED by:

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Name (block
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Director/authorised signatory

Signed for and on behalf of WELSH
ATHLETICS LIMITED by:

Signature D. Stephen Perks

Name (block
capitals) D. STEPHEN PERKS

Director/authorised signatory

SCHEDULE 1
AN ATHLETIC NATION

AN ATHLETIC NATION - WORKING TOGETHER





INTRODUCTION

When it comes to sport, athletics is where it all begins. From conquering our first steps to running in the park, jumping in puddles and throwing a ball; these are the simplest of pleasures. Our ambition is to nurture the enthusiasm we all have as children to be active in the safest of environments and to ensure that this translates into a lifetime of competitive and social participation.

We are operating in unprecedented times for our sport. The number of people taking part in athletics and running is increasing thanks to the huge contribution from a range of organisations and individuals, many of whom devote their time voluntarily and for the good of others; we have role model elite athletes performing and winning on the world stage; and we host arguably the world's best events showcasing British and international talent.

This headline strategic vision document sets out our ambition to build on this foundation and play our collective part in delivering and supporting the sport to realise sustained success over the next ten years.

Our vision is for the sport of athletics (which we define to include running in all its formats and over all terrains) to be the most inclusive, safe, popular and successful sport across the UK.

We want to welcome everyone who participates, or who just comes to spectate, into the athletics family. The opportunities to enjoy our sport in a safe environment, must be there for everyone regardless of background, gender, ability, disabled or non-disabled, age or location. The welfare and wellbeing of all the athletics family is of our utmost importance and priority.

TOGETHER, WE WILL CREATE AN ATHLETIC NATION

FOR THE PURPOSE OF THIS HEADLINE
VISION DOCUMENT, WE HAVE
STRUCTURED *ATHLETIC NATION*
– WORKING TOGETHER AROUND
THE FOLLOWING THEMES:



ATHLETIC NATION – THE THEMES



YOUNG PEOPLE

Maximising athletics opportunities for young people.

WHY IS THIS IMPORTANT?

The school environment is where most of the UK first experiences organised athletics in some form. This might be as part of a Run Jump Throw programme, a Daily Mile, Sportshall Athletics, PE or funetics.

For those continuing in the sport beyond and outside school, the progression from school athletics to a safe, vibrant, welcoming, inclusive and well-structured club is critical.

Partnerships between schools and clubs are central to easing this transition and clubs must continue to be regulated, safe, proactive, approachable and open to new members of all ages and abilities as well as to fresh ideas.

WE WILL:

- Work with partners to develop and implement resources for children to gain the necessary physical literacy skills for an active and healthy life.
- Work with partners to drive the agenda so that every child, whatever their ability, is introduced to high quality and safe athletics at school and given the chance to embrace it as an activity of choice.
- Work in close partnership with all the various schools' athletics organisations to support and integrate their programmes into the talent pathway.
- Develop tailored programmes to maximise the engagement and inclusion of young people from all backgrounds.
- Support the development of a regulated and diverse national workforce linked to clubs, who are skilled in coaching children and are able to provide safe athletics delivery in schools, to create stronger links between schools and their local clubs to ensure a fantastic experience.



CLUBS

Strengthening and modernising the foundations of our sport.

WHY IS THIS IMPORTANT?

Clubs are at the heart of everything we do. Clubs provide different yet vitally important athletics and running experiences and are led by passionate, dedicated volunteers. Like those volunteers, we believe that being part of an organised community makes people more likely to continue in our sport and more likely to return if they have to drop out.

We will support and encourage our clubs to develop and modernise, whilst preserving the vital club ethos, enabling them to safeguard the welfare of all participants and to meet the expectations of tomorrow's athletes, members, and participants – delivering a vital service to their communities.

WE WILL:

- Support the development and modernisation of clubs through specialist support where appropriate.
- Support schools, clubs and communities to maintain investment in, as well as retain access to, appropriate indoor and outdoor athletics facilities.
- Support and assist clubs to be safe, inclusive and open to all by engaging and attracting disabled and non-disabled members from all backgrounds, abilities and ages which reflect their community.
- Link clubs with each other to create a community and share best practice.
- Support clubs to ensure the adoption and application of leading welfare and safeguarding systems to ensure the safety of all participants whatever their age, background, aspiration or ability.



RUNNING

Ensuring the growth of running is sustained and that the sport is recognised as the UK's most popular choice for health and fitness at all ages.

WHY IS THIS IMPORTANT?

We are experiencing a major running boom in the UK; more than seven million people run in the UK each month. Running is the fastest growing and most popular sport in the UK and is the largest component of the growth in club membership. Mass participation running offers a huge variety of ways for people of all abilities, ages and aspirations to engage with our sport in a safe way and potentially become part of our clubs across the UK.

Running offers much to communities across the UK and positively affects physical activity levels and mental health, whilst impacting other important agendas.

WE WILL:

- Influence the market and provide opportunities for everyone in the UK to enjoy the benefits of running events and group led social running programmes.
- Work with partner running organisations to better understand the wider running landscape, identify gaps in provision and work collaboratively to influence participation retention and growth in safe and regulated environments.
- Coordinate digital marketing campaigns to sustain and increase participation levels in running across the UK.
- Initiate activities and programmes to engage, retain and grow the number of runners of all abilities, ages and aspirations to be members of the athletics family.
- Promote running and athletics as a positive, safe and inclusive choice, providing insight on the impact our sport has on physical activity and health.
- Support event organisers and partners to increase participation opportunities through regular licensed events and by making licensed leader-led running groups available in every community across the UK.



COMPETITION

Delivering and supporting great competition which meets the participants' needs.

WHY IS THIS IMPORTANT?

Research has shown that a key motivation for athletes to compete is to improve their personal best. Our challenge is to deliver appropriate competition opportunities that are well organised, safe and attractive to all participants and to create an environment that encourages progression and personal bests.

We need to offer the right levels of competition at every stage of the pathway so that club athletes of all ages and abilities can find a well organised competition relevant to them, including para athletics events, and can continue to improve and enjoy their experience in a safe environment.

WE WILL:

- Lead, regulate and provide a modern, safe and inclusive competition structure and pathway that enhances the experience for athletes, coaches, officials and spectators at all levels of the sport.
- Invest through high-quality and innovative competition providers to stimulate growth in participation across the UK.
- Lead the world of athletics in innovation and the use of technology to enhance the athlete, spectator and administrator experience.
- Represent the UK officiating community effectively at international level, specifically by advocating rule changes that reduce the workload on officials while maintaining quality levels.



5

MAJOR EVENTS

Forming the showpieces of our great sport.

WHY IS THIS IMPORTANT?

Hosting great events gives world-wide exposure for the UK, provides inspiration for participation, showcases and promotes the UK's leading athletes and presents an opportunity for legacy projects to provide long-term benefits for the sport. During the last decade, the UK has hosted the:

- 2012 Olympic and Paralympic Games
- 2014 Commonwealth Games
- 2016 World Half Marathon Championships
- 2017 World and IPC Championships, World and European Indoor Championships
- And in 2022 will host the Commonwealth Games.

Annually, we host Diamond League events in London and Birmingham showcasing world stars and generating funds to invest in the growth of the sport at all levels. This, alongside an annual programme of major off-track events, reinforces our reputation as a country that is brilliant at delivering global standard events.

WE WILL:

- Continue to stage and promote world-class events at the Olympic Stadium whilst working to ensure a lasting competition legacy for the Birmingham 2022 stadium.
- Where appropriate, work together in partnership to bid to host global athletics and off-track events in the UK.
- Work through partnership to ensure that the 2022 games drives a legacy benefit for athletics in Birmingham and across the UK.



6

WORKFORCE

Growing the sport by recruiting, training and developing a safe, diverse and skilled network of volunteers, coaches, leaders and officials.

WHY IS THIS IMPORTANT?

To sustain and grow the sport we must recruit, retain and develop a safe, diverse and skilled network of volunteers, coaches, leaders and officials who will give new and existing athletes of all abilities, ages and aspirations the very best lifelong experience of our sport and safeguard their wellbeing at all times.

Only with support from a suitably safe, skilled and diverse workforce at each stage of the pathway will talented athletes progress towards elite success.

WE WILL:

- Develop and implement an inclusive, comprehensive and world-leading coaching strategy embracing coach recruitment, education and development as well as talent development programmes for coaches.
- Create a safe and inclusive coaching community whose members are properly rewarded and recognised, whether paid or voluntary.
- Provide a programme of safeguarding, education, training and support to ensure the UK has the most highly skilled club leaders in the world.
- Invest in education and development to recruit and retain more officials to work at all levels in the competition pathway.
- Invest in, and support, the development of people which will help clubs to recruit, retain and reward volunteers.
- Ensure a clearly supported programme of welfare, physical and mental-health support for our volunteers, athletes, coaches and officials across the UK.
- Inspire teachers and club coaches to see athletics as one of the most safe and effective activities to improve physical literacy and provide resources to support that work.



TALENT DEVELOPMENT

Ensuring every athlete and coach has a clear pathway to elite performance.

WHY IS THIS IMPORTANT?

Future medal success at elite level depends on strengthening the talent pathway from school to club athletics by identifying talent, which is nurtured, safeguarded and developed through excellent coaching and competition.

Our talent system must also reflect our sport by offering safe and equal opportunities for all and be completely unaffected by race, gender, disability, ethnic background or social grouping.

We must successfully develop our talent structures embracing partnerships with universities and colleges. We aspire to create athlete and coach opportunities that reflect the excellent education and coaching resources under one roof to offer options for emerging athletes as they prepare for world-class opportunities and competition. This will ensure more athletes are able to choose their sporting path and plan for their future.

WE WILL:

- Establish a clear, safe and transparent system of talent identification and development for all athletes by delivering an accessible and progressive pathway.
- Build strong partnerships with clubs, universities and colleges to support the welfare and development of talented athletes as they progress through tertiary education.
- Support clubs to develop their athlete offer to help recruit, retain and safeguard talented athletes of all ages with a specific focus on 15–20-year olds.
- Create more development opportunities for talented home-country athletes to compete at international level.
- Ensure coach development opportunities reflect and match those for the development of athletes enabling a clear pathway for coaches to grow with athletes and aspire to elite levels of coaching.



MEDAL SUCCESS

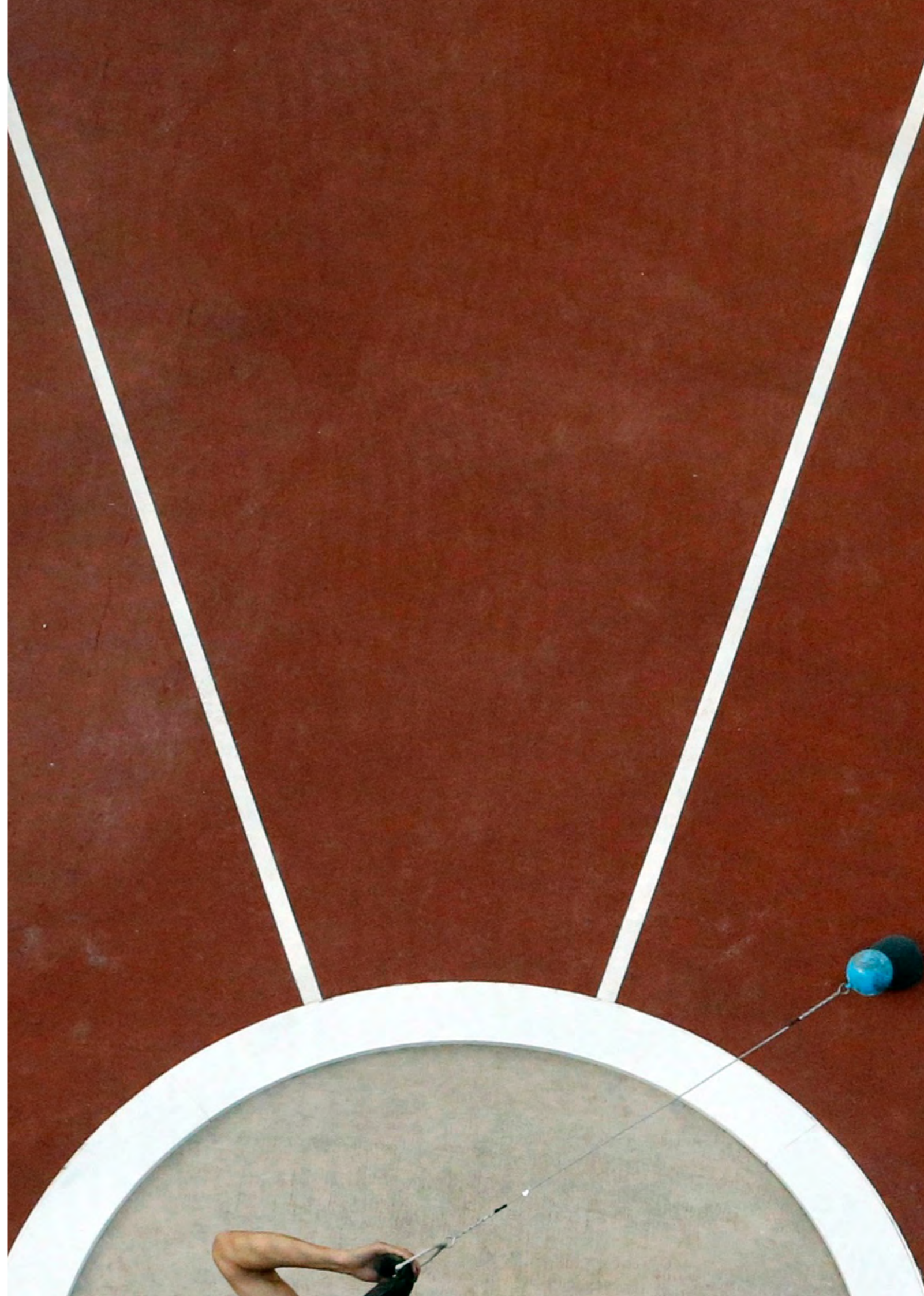
Inspiring a nation and the next generation.

WHY IS THIS IMPORTANT?

International athletes, across all disciplines, consistently deliver moments that create a national sense of pride and community and inspire people across the UK in sport and life. Athletics was ranked the most exciting sport to watch in the UK in 2018: we will ensure this continues.

WE WILL:

- Review our approach to talent and performance development to ensure an appropriate balance between supporting the very elite and investing in and prioritising the pipeline of athletes and coaches.
- Prioritise Olympic, Paralympic and World medal success and cement our position across the globe as a leading athletic nation.
- Give our athletes the best chance of medal success by supporting the Commonwealth Games' athletes as our priority and recognising the Commonwealth Games as a key step on the athlete pathway. For the 2022 Commonwealth games (Birmingham) we see this as THE performance priority event for that calendar year.
- Work with the British Athletics Athletes Commission to ensure the voice of our athletes is heard and engaged with for the development of our UK-wide policies and strategies.





COMMERCIAL

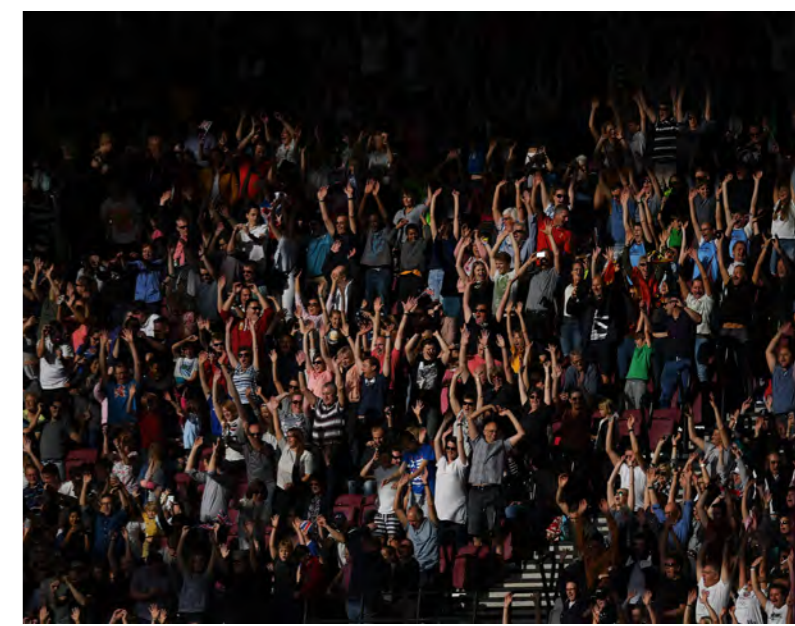
Creating and delivering an innovative commercial strategy to maximise investment back into the sport.

WHY IS THIS IMPORTANT?

We believe that an ambitious commercial strategy has the potential to create more income for reinvestment into the sport. Athletics in the UK attracts revenue from a wide range of sources including events, sponsorship, broadcasting, digital engagement, membership, fan engagement and merchandising. One joined up commercial approach offers the best opportunities to maximise return to the sport and we will deliver this through a strong partnership across the sport.

WE WILL:

- Market test and implement the opportunity provided by a unified approach, establishing where there may be enhanced commercial propositions by promoting our international teams and grassroots activities in a joined-up form.
- Apply an insight-led approach to better inform our commercial and business partnership activity.
- Work with partners to develop improved digital engagement of the athletics communities across all levels of the sport.
- Invest further in existing and new digital platforms to generate an improved financial return.
- Develop an agreed and transparent process for managing the investment that is generated and delivered back into the sport ensuring opportunities are created to fund new ideas that may deliver innovation into the sport.



LEADERSHIP

Acting with integrity and responsibility.

WHY IS THIS IMPORTANT?

As the organisations trusted with coordinating the governance and development of the sport, we recognise the challenges, and opportunities, that face us in the medium to long term. To continue to drive the sport forward we have come together to outline our future priorities and map out a path for working together over the coming years. We know that better outcomes will be delivered through true partnership and collaborative working.

WE WILL:

- As partners, work together within an agreed and inclusive structure and adhere to the highest standards of governance across the UK.
- Continue to position equality, diversity and inclusion at the heart of every sporting programme and business decision.
- Lead and demonstrate by example in the important areas of welfare and safeguarding.
- Lead by example in working openly, transparently and in partnership wherever and whenever possible to enhance the sport.
- Be recognised by our stakeholders as the sport that engages, supports, leads and sets a standard for others to aspire to.
- Be committed to drug-free athletics and continue to play a leadership role within the sport in this important area.



SCHEDULE 2
ROLES AND RESPONSIBILITIES

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

Schedule 2

This Schedule 2 contains an overview of the allocation of roles and responsibilities between UKA and the Home Countries by reference to the key principles/themes set out in An Athletic Nation and the goals set for Athletics in the United Kingdom to have a finalist in every Athletics event in 2032 and for running and pushing to be the UK's choice for staying active with 9 million regular runners and pushers by 2032.

Further detail is required with regard to such roles, responsibilities and accountability within the respective organisations but such detail is contingent upon the outcome of the strategic reviews being undertaken by collectively by UKA and the Home Countries. The Working Groups (under the remit of the CEO Forum) shall have responsibility for further detailing the roles and responsibilities following the outcome of the strategic reviews and in accordance with the timescale set out in the Agreement.

In addition it is agreed that the CEO Forum shall review the roles and responsibilities at least once per year during the Term.

Words having a defined meaning in the Agreement shall have the same meaning in this Schedule.

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

AN ATHLETIC NATION THEME	PRIORITIES	COLLABORATIVE WORKING	MANAGEMENT	UKA ROLE AND RESPONSIBILITIES	HOME COUNTRY ROLE AND RESPONSIBILITIES
Leadership	UK wide strategy for Athletics in the UK	Strategy development	CEO Forum	Will work collectively with Home Countries in determining UK wide strategy against the Athletic Nation Themes and Priorities and thereafter, tracking performance against objectives and producing reports as requested for the Board of UKA and respective Home Country.	Will work collectively with UKA in determining UK wide strategy against the Athletic Nation Themes and Priorities and thereafter, tracking performance against objectives and producing reports as requested for the respective Home Country Boards. and the UKA Board.
Medal Success & Talent Development	Performance & Talent Programme Selection	Strategy development	Performance Working Group	Accountable for the strategy, management, execution, and investment at WCPP level including coordination and selection of the British Athletics Teams with due regard to quality assurance, investment and best practice.	Will be responsible for the UK wide talent and performance strategy review as a member of the Performance Working Group. Accountable for the delivery of pre-World Class talent programme support at Home Country level including Commonwealth Games.
Leadership	Standards, Ethics & Rules	Standards, Ethics and Rules Committee	UKA	Accountable for the Standards, Ethics and Rules Committee as a duly established sub committee of the UKA Board.	Responsible for the Standards, Ethics and Rules Committee by providing representation on the Committee and by adopting its policies.

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

Leadership	Governance of the Framework Agreement	Management of Agreement	CEO Forum	Is responsible for the administration of the CEO Forum (including providing UKA CEO to be a member of the CEO Forum) and Working Group structure including meetings, recorded minutes, actions logs and clear audit trail in place.	Is responsible for the work of CEO Forum (including by each providing their respective CEO's to be a member of the CEO Forum) and Working Group structure with appropriate personnel to populate Groups as requested based on skill and experience.
Leadership	Shared Services	Review of feasibility of adoption of shared service model between UKA and Home Countries (to include but not be restricted to areas such a digital, insight, IT, Procurement, Payroll)	CEO Forum	Will work collaboratively with Home Countries in implementing outcome of strategic review as to feasibility of shared service model and undertaking appropriate procurement process and contractual arrangements as required.	Will work collaboratively with UKA in implementing outcome of strategic review as to feasibility of shared service model and undertaking appropriate procurement process and contractual arrangements as required.
Workforce	Coaching	Strategy development	Coaching Working Group	Accountable for implementation of outcome of strategic review and is responsible for the items listed below and interfacing to/with	Accountable for delivery of education qualifications and tutor development at agreed levels for coaches, teachers and leaders as summarised below.

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

				<p>Home Countries regarding coach education syllabus and development:-</p> <ol style="list-style-type: none"> 1. Qualification content and licensing 2. DBS management 3. License holder data control and management 4. Qualification delivery above Athletics Coach Level (L2 eq) 5. WCPP coach development 	<p>Delivers coach development at Home Country level aligned to talent programme as summarised below:-</p> <ol style="list-style-type: none"> 1. Course delivery and administration at LiRF, CiRF, Athletics Leader, Coaching Assistant, Athletics Coach (L2) Teacher courses 2. Contribute to content production at each level with expertise as a member of and as requested by CEO Forum 3. Tutor training and support at the levels specified above 4. Non qualification based coach and leader support at those levels above in England 5. In the case of English Athletics only - Management and ownership of www.athleticshub.co.uk to benefit sport in England and UK wide.
Workforce	Officials	Strategy development	Officials Working Group	Accountable for implementation of outcome of strategic review and is responsible for licensing and coordinated course qualification	Accountable for recruitment, development and recognition of officials and delivers education qualifications and tutor development

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

				content for education of officials. Accountable for coordination of selection process for officials at established levels of competitions.	at agreed levels for officials. Feeds into the competition selection process for officials in domestic events.
Competition	Competition	Strategy development	Competitions Working Group(s)	Accountable for implementation of outcome of strategic review and is responsible for coordination of the Domestic Competition Calendar (track and off track) process, UK rules of competition and sharing best practice. Manages Off Track License standards for the UK.	Accountable for competitions at Home Country level including management of key partnerships and consults members on proposed rule changes. Accountable for Home Country input to annual Domestic Competition Calendar process.
Clubs	Clubs	Strategy development	Development Working Group	Supports Home Countries where appropriate – coordinating and sharing best practice, lobbying, securing investment to support work.	Accountable for implementation of outcome of strategic review and is accountable for Home Country club membership, engagement and support strategies and execution of work with member clubs and bodies.
Young People	Schools & Education	Strategy development	Development Working Group	Supports Home Countries where appropriate – coordinating and sharing best practice, lobbying, securing investment to support	Accountable for implementation of outcome of strategic review and is responsible for Home Country school support strategies and execution of

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

				work.	work with schools, deliver teacher education and to liaise with relevant education bodies in respective Home Country.
Young People, Clubs & Running	Participation	Strategy development	Development Working Group	Supports Home Countries where appropriate – coordinating and sharing best practice, lobbying, securing investment to support work. Increases awareness of the sport through major events to drive participation.	Accountable for implementation of outcome of strategic review and is responsible for Home Country insight led participation programme strategies, and execution.
Clubs	Facilities	Strategy development	Development Working Group	Accountable for liaison with IAAF, coordination trackmark process and database and responsible for coordinating and sharing best practice, securing investment to support work and supporting Home Countries where appropriate and, leads on all health and safety considerations, when appropriate.	Accountable for clubs and facility owner support strategies, providers and contractors to maintain and develop facility stock – lobbying government in the respective Home Countries to support facilities.
Leadership	Welfare & Safeguarding	Strategy development	Panel/ Case Management Group	Accountable for the implementation of the outcome of strategic review by the Case	Responsible for delivery of club compliance, mitigation, support resources and contributes to UK wide

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

				Management Group. Coordinates best practice UK wide and is responsible for the management of welfare & safeguarding UK wide as well as clean athletics policy and practice, creation and maintenance of all codes of conduct and policies for Athletics.	safeguarding panel/Case Management Group. Responsible for the promotion of adherence to clean Athletics practice.
Leadership	Equality, Diversity & Inclusion	Strategy development	Integrated into all strategies and Working Groups terms of reference at source	Accountable for the coordination and advocacy of ED&I policy and practice in Athletics.	Accountable for the delivery and integration of ED&I practice into products and programme delivery at source.
Commercial & Major Events	Commercial Strategy	Strategy development	Commercial Working Group	Responsible for the executive leadership of the Commercial Working Group and implementation of the outcome of the strategic review and in particular:-Coordinates sales pipeline, insight and pitch process, rights evaluation, create packages and activation plan. Manages Major televised events (commercial) (with significant support from Home Countries with regard to certain events). Responsible for hosting bids for	Responsible for contribution to Commercial Working Group. Responsible for feeding the sales pipeline and supporting the pitch process. Accountable for Home Country activation of partnerships. Responsible for promotion of tickets to club membership to enhance member engagement and to help utilise the showpiece events to drive participation engagement. Responsible for working with UKA on certain televised event by agreement

SCHEDULE 2 - ROLES AND RESPONSIBILITIES

				major championships/events. Responsible for customer engagement relating to major events.	between the parties and depending upon the nature of the event, venue etc.
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SCHEDULE 3
INTERIM COLLABORATION AGREEMENT

To: UK Sport, Sport England, Sport NI, sportscotland and Sport Wales

From: England Athletics, Athletics Northern Ireland, Scottish Athletics, Welsh Athletics and UK Athletics

Date: 29 May 2020

This note has been agreed between England Athletics, Athletics Northern Ireland, Scottish Athletics, Welsh Athletics and UK Athletics (the “NGBs”), and sets out the way in which the organisations are working together to actively support the development of the “Change Plan – May 2020” and to deliver sustained success for the sport of athletics over the next ten years (the headline objective of “An Athletic Nation – Working together”).

The note is to be our “Interim Collaboration Agreement”, as required under the Change Plan.

Joint Commitment

Our starting point is to confirm that each of the five NGBs has committed formally, through Board resolutions, to work together to actively support the development of the Change Plan and delivery of “An Athletic Nation”.

What we are now doing – Plan, Master Agreement and Milestones

1. The NGBs have tasked the CEOs, through collective action as a “CEO Forum”, to turn An Athletic Nation into a plan for the whole sport. The plan is at preliminary draft stage and has been considered and its direction of travel endorsed by each of the NGB boards. The plan addresses each of the areas set out in An Athletic Nation, identifying the roles and responsibilities of each of the NGBs, accountability mechanisms, and priorities.

- Club Support
- Coaching
- Commercial
- Competition
- Disability
- Diversity, Equality, & Inclusion
- Events
- Facilities
- Finance
- Governance
- Insight & Research
- IT/Digital
- Marketing & Communication
- Officiating
- Participation
- Performance
- Schools
- Selection
- Talent
- Volunteering
- Welfare & Safeguarding

2. The NGBs will formalise the plan under a formal Master Agreement, a formal “joint venture agreement” between them, with the end of the July 2020 as the current target date for final agreement and execution.

The Master Agreement process will also address further issues specifically referenced within the Change Plan:

- a. Establishing the CEOs Forum as having lead responsibility for ensuring the Master Agreement is implemented, and reporting to their respective chairs and boards
- b. Ensuring that the constitutional documents of the NGBs (the Articles of Association) are appropriate and support the agreed approaches under the Master Agreement
- c. Ensure that the sport’s resources are being used efficiently, including through a resource/staffing/shared services exercise
- d. Ongoing review and assessment of the effectiveness of the plan, and its implementation, with clear measurables/deliverables in each area

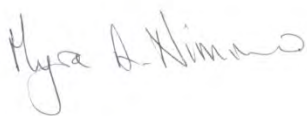
The NGBs have committed to reporting to their respective Sports Councils, through the CEOs Forum, on all of the above in such manner and frequency as the Sports Councils require.

3. Alongside the Plan/Master Agreement process, the NGBs are addressing other aspects of the Change Plan as follows:

- a. **UKA Board:** the NGBs have agreed that each HCAF shall have the right to nominate a director to the UKA Board on the basis set out in the Change Plan. This requires formal adoption by the company in general meeting, which is currently timetabled for October 2020 latest. In the interim, the HCAFs will be entitled to each appoint an “observer” to UKA board meetings, on the same basis as currently applies to the President and the Athletes Commission representative.
- b. **Ethical Decision-Making and Culture:** The draft plan places ethical decision-making at its heart and is a core responsibility and accountability of the Chief Executive, and the Board. The Chief Executive is tasked with establishing a clear ethical framework, and the UKA will go through an exercise of setting clear organisational values, beliefs and standards as part of the plan, by the end of July. The Chief Executive will have specific accountability for this and related People/HR policies and processes.
One of the independent members of the UKA Board will have specific responsibility for this. The NGBs have agreed the creation of a new Standards, Ethics and Rules Committee, which will incorporate specialist independents with relevant skills and experiences as well as responsible executives and non-executives for the NGBs, and have the responsibility for recommending to the UKA Board (and other NGB boards as appropriate) on all standard-setting, ethical and regulatory matters. It will be chaired by the UKA Board member with specific responsibility for these matters. The Committee’s early priorities will include considering and making recommendations for action arising out of the current independent Safeguarding Review, and generally will be informed by the collaborative safeguarding group currently working under the leadership of the England Athletics CEO.
- c. **Collaborative Working** in key areas, and new approaches already adopted: The following have already been progressed;
 - **Performance:** As part of the overall plan for the sport, a collaborative Performance, Talent and Pathway plan is being established between the NGBs, led by the Performance/Coaching leads. Going forward, it has been agreed this will be led by a

Performance Steering Group comprising the NGB Performance/Coaching leads with the CEOs. This will be chaired by a specifically identified UKA Board member. It will replace the previous UKA Performance Oversight Committee.

- **Coach Development:** The NGBs have agreed to establish a Coach Development Steering Group comprising the relevant executive leads, which will be led by the current CEO of Scottish Athletics. The task is to create a comprehensive coach development strategy to support the athlete pathway.
- **UKA Corporate Membership:** The NGBs have committed to looking at the options for the corporate membership of UKA, and the related issue of engagement, connection and communication with the wider sport by the NGBs on all matters addressed within An Athletic Nation and the Master Agreement.
- **Engagement, Connection and Communication Strategy:** Alongside – but separate to – the above UKA Corporate Membership issue, the NGBs are committed to establishing what they see as the priority: a proactive, transparent, strategic and collaborative approach to engagement, connection and communication with the entire sport on all issues addressed in An Athletic Nation, including those specifically within the role and responsibility of UKA. It will be a core responsibility for the UKA Chief Executive to develop and implement a proactive, transparent, strategic and collaborative internal and external style for UKA, alongside the clear ethical framework, and values, beliefs and standards.



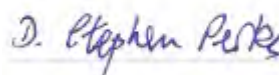
Myra Nimmo, Chair England Athletics
On behalf of the Board
of England Athletics



Ian Beattie, Chair Scottish Athletics
On behalf of the Board
of Scottish Athletics



John Allen, Chair Athletics Northern Ireland
On behalf of the Board
of Athletics Northern Ireland



Steve Perks, Chair Welsh Athletics
On behalf of the Board
of Welsh Athletics



Nic Coward, Chair UK Athletics
On behalf of the Board
Of UK Athletics

