

**All athletes selected for a British Athletics Team are required to accept the terms and conditions of this Team Member Agreement and return a signed copy to UK Athletics (either electronically or hard copy) IN ADVANCE of travel to the Championships/holding camp.**

**Athletes who fail to do so will have their entry in the relevant Championships withdrawn and any travel/accommodation arrangements cancelled.**

**We recommend you seek legal advice before signing this Agreement. The British Athletes Commission can be contacted at [support@britishathletes.org](mailto:support@britishathletes.org).**

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## UK ATHLETICS

### TEAM MEMBER AGREEMENT

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**1. Parties and definitions**

<b>NGB'S FULL NAME</b>	<b>UK Athletics (also known as British Athletics) (we/us/our)</b>
<b>CURRENT POSTAL ADDRESS</b>	<b>Athletics House Alexander Stadium Walsall Road Perry Barr Birmingham, B42 2BE</b>

<b>ATHLETE'S FULL NAME</b>	<b>[insert] (you/your)</b>
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1.1 Each of you and us are a “**Party**” and together are the “**Parties**”

1.2 The definitions in Schedule D shall apply in this Agreement.

**2. Championships**

<b>CHAMPIONSHIPS</b>	<b>[insert]</b>
<b>DATES</b>	<b>[insert]</b>

2.1 This Agreement comes into force on the date it is signed by you (“**Commencement Date**”).

**3. What is the Purpose of this Agreement?**

3.1 This Agreement sets out the various expectations, obligations and requirements on you and us on all matters relating to the Championships whether they occur before or after the Commencement Date or during, before or after the Championships, including, but not limited to:

3.1.1 any time spent participating in pre-Championships events or camps;

- 3.1.2 any time spent in transit to the Championships or to or from any pre-Championship event or camp; and
  - 3.1.3 any time spent travelling home from the Championships.
- 3.2 Clauses 16, 19, 21 and 22 shall continue in full force and effect following the termination of this Agreement.
- 3.3 Clauses 6, 7, 8, 9 and 11 shall continue in full force and effect following the termination of this Agreement for as long as you are competing as an athlete at international level or at British Trials or seeking to be selected for Great Britain and Northern Ireland, Team GB or ParalympicsGB.
- 3.4 This Agreement applies to you if you have been selected to represent Great Britain and Northern Ireland (including as a reserve) at the Championships, regardless of whether you are a member of the UK Athletics World Class Programme ("WCP").
- 3.5 If you are a member of the UK Athletics WCP, the terms of your UK Athletics WCP Performance Athlete Agreement will remain in full force and effect during the Championships. In the event of any conflict between the terms of this Agreement and those of the WCP Performance Athlete Agreement, the terms of this Agreement will prevail.
- 4. Eligibility**
- 4.1 You will meet and continue to meet the eligibility requirements set out in the Selection Policy for the Championships, a copy of which is available on the UK Athletics website: <https://www.uka.org.uk/performance/2022-selection-policies/> ("**Eligibility Requirements**").
- 4.2 You agree to immediately advise the Technical Director, or Team Leader if at any point you no longer meet or suspect you may no longer meet any of the Eligibility Requirements.
- 4.3 Your failure to meet and continue to meet the Eligibility Requirements may lead to your de-selection in accordance with clause 20 below.
- 5. Team Member Benefits**
- 5.1 You will be entitled to receive the following benefits:
- 5.1.1 administration of your entry and accreditation as part of the British Athletics Team to the Championships and the provision of reasonable administration services by us in our discretion;
  - 5.1.2 British Athletics Team Kit and clothing as determined by us;
  - 5.1.3 access to the holding camp if being held;
  - 5.1.4 access to the medical and therapy treatment provided by us during any holding camp and the Championships;
  - 5.1.5 reasonable travel arrangements between the UK (or other location if agreed in advance in writing by the Team Leader), the holding camp (where applicable) and the Championships location;
  - 5.1.6 accommodation in the British Athletics Team hotel/multi-sport accommodation;
  - 5.1.7 management of media requests and/or interest during the Championships;
  - 5.1.8 access to specialist advice from our medical, sport science and anti-doping teams; and
  - 5.1.9 insurance cover under our insurance policy, details of which can be requested from the Championships team manager. Note: the policy does not include

personal accident, motor vehicle or independent training cover, therefore separate insurance should be taken out by you if required.

- 5.2 If you are under the age of 18, or if we are aware you are an Adult at Risk or lack the legal capacity to make your own decisions then we will undertake an appropriate assessment (including risk assessment) of your needs during the Championships and ensure there is support in place.

## **6. Team Kit**

- 6.1 Team Kit provided to you remains the property of UK Athletics and must be returned to us on demand. You are not permitted at any time to sell any Team Kit or give away or swap Team Kit during the kit cycle.

- 6.2 You agree to:

- 6.2.1 keep your Team Kit in good condition and not to modify it, attach anything to it, obscure or attempt to obscure or obstruct any Commercial Partner/manufacturer/British Athletics branding/Trade Marks, or deliberately damage it in any way whatsoever.

- 6.2.2 wear the official (and only current) Nike Team Kit (excluding footwear and equipment products including without limitation eyewear and sports timing devices) at the following:

- (a) during international travel to/from the Competition/holding camp venue, including assembly at a UK airport and domestic travel on arrival/departure at/from the holding camp/Competition venue;
- (b) holding camp media open days;
- (c) at all times in public areas of the Team hotel/multi-sport accommodation (not including accommodation at a holding camp);
- (d) at all times at the Championships venue, including training venues, warm-up, stadium and post-event areas. Specifically, you agree:
- (e) for all medal ceremonies and any post-event media commitments; AND
- (f) at any other time as reasonably directed by the Team Leader and/or Technical Director;

- 6.2.3 fully engage (as set out herein) in Team media activity (which includes wearing Nike Team Kit) as specified below (such commitments shall take precedence over any personal commercial arrangements unless otherwise approved in writing, in advance, by the Technical Director) including:

### Pre-Championships holding camp (if relevant):

- (a) Up to two hours of pre-Championships media obligations. This may take place at the holding camp (if applicable) or at the Team hotel upon arrival at the host city. On rare occasions UKA may ask you to fulfil media commitments in both holding camp and on arrival but these will be communicated well in advance to suit your availability and minimise any distraction; AND
- (b) Any reasonably requested World Athletics, European Athletics or World Para Athletics media activity (including pre-Championships press conferences and/or media briefings).

### Post-Championships:

- (c) Up to one (1) hour after each race or round of an event you are competing in and up to two (2) hours after you have finished all your events.

Upon return to the UK:

- (d) Up to two (2) hours post event promotion/reflection on performance including upon arrival at UK airport.

**7. Anti-doping**

- 7.1 You agree to comply with the Anti-Doping Rules at all times (and warrant and represent that you have done so at all times before this Agreement was entered into).
- 7.2 You must not be involved in any criminal offence involving drugs.
- 7.3 You must attend and participate in all anti-doping education and awareness sessions run or organised by either us or UKAD. If you are under 18, an Adult at Risk or lack capacity to make decisions for yourself, the person with parental responsibility/your guardian/carer must attend such education and awareness sessions.
- 7.4 You must immediately advise us if you are charged with a breach of the Anti-Doping Rules or with a criminal offence involving drugs.
- 7.5 If an allegation of an Anti-Doping Rules Violation (as defined in the WADA Code) is brought against you, then you agree to co-operate fully with any investigation conducted by UKAD, the Athletics Integrity Unit, or any other competent body, and must not, under any circumstances, seek to impede or fail to co-operate or engage with such investigation.
- 7.6 If you are found to have committed an Anti-Doping Rule Violation or be in breach of the Anti-Doping Rules then you hereby agree to inform UKAD, the Athletics Integrity Unit, or any other competent body, of any information you have relating to any doping practices being engaged in by other Participants and you agree to co-operate fully with any investigation into doping in the Sport conducted by us, UKAD or any other competent body.
- 7.7 If you are charged with, or found to have committed, an Anti-Doping Rule Violation or a breach of the Anti-Doping Rules, you will be automatically de-selected from the Championships.
- 7.8 You have reviewed and understood UK Athletics' supplement position statement as published on the website: <https://www.uka.org.uk/governance/clean-athletics/uk-athletics-supplement-position-statement/>
- 7.9 You understand that **strict liability** makes you solely responsible for what you ingest and the presence of a prohibited substance in your sample, regardless of how it got there or whether or not it was taken intentionally, can not only be harmful for your health but is a rule violation which will likely lead to a **ban from athletics** for a period of time.

**8. Clean Athletics**

- 8.1 Subject to the terms of this clause, if an Anti-Doping Authority (as defined in clause 8.2 below) determines that you have committed an anti-doping rule violation which is deemed to be Serious in accordance with clause 8.3 below, you hereby acknowledge and agree that you shall not at any time following such final determination (after all rights of appeal have either expired or been determined) be eligible for selection for the British Athletics Team in any event ("**Permanent Ineligibility**").
- 8.2 For the purposes of clause 8.1 above, each of the following is an Anti-Doping Authority:
- 8.2.1 the World-Anti Doping Agency;
  - 8.2.2 UK Anti-Doping;
  - 8.2.3 a National Anti-Doping Panel tribunal;
  - 8.2.4 a Disciplinary Committee appointed by UKA under the UKA Anti-Doping Rules; and
  - 8.2.5 a sporting authority in or outside the United Kingdom whose decision is recognised by the World Anti-Doping Agency.

- 8.3 An anti-doping rule violation to which all of the following apply is automatically deemed to be Serious for the purposes of clause 8.1 above where:
- 8.3.1 an Anti-Doping Authority has imposed on you a period of ineligibility equal to or greater than the minimum standard sanction for that anti-doping rule violation; **and**
  - 8.3.2 that sanction has not been eliminated, reduced below the minimum standard sanction or suspended by an Anti-Doping Authority, or on appeal, for one or more of the following reasons (but not otherwise):
    - (a) No Fault or Negligence, or no Significant Fault or Negligence (as defined by the WADA Code); or
    - (b) "other circumstances of the case"; **and**
  - 8.3.3 the sanction has not been imposed for an anti-doping rule violation involving a Specified Substance where it has been established that the anti-doping rule violation was not intentional; **and**
  - 8.3.4 UKA has not waived the application of clause 8.1 above on the grounds that, in its opinion (which is a matter for its absolute discretion) the Substantial Assistance you have provided, and/or the voluntary Admission(s) and/or Prompt Admission(s) you have made, are sufficient to justify such waiver.
- 8.4 If you are made Permanently Ineligible for selection pursuant to clause 8.1 above, you have the right to bring an appeal in accordance with the Appeals Procedure set out at Schedule C to this Agreement (but not otherwise). The Appeals Procedure forms an operative and legally binding part of this Agreement.

The above provisions apply where an Anti-Doping Authority determines on or after 1 March 2016 that you have committed a serious anti-doping rule violation, regardless of when the violation itself took place.

## **9. Integrity**

- 9.1 The sanctity of sporting competition is paramount. It is incumbent on all those that participate, compete or provide services in or to the Sport that the integrity of competition is protected, maintained and valued. As an elite athlete, you play a central role in such protection, maintenance and value.

### General

- 9.2 You must comply with the Integrity Rules at all times (and warrant and represent that you have done so at all times before this Agreement was entered into).
- 9.3 You must not be involved in any criminal offence involving Betting, Inside Information, corruption, sexual offences, or any of the acts or omissions included in this clause 9.

### Corrupt Conduct & Manipulation of Results

- 9.4 You must not:
- 9.4.1 engage in any corrupt conduct or behaviour or any attempt to manipulate the results or any other aspect of the Championships or a Competition;
  - 9.4.2 provide, offer, or agree to accept or offer, or give, request or receive a Benefit in circumstances that could bring you, a Participant, or the Sport into disrepute;
  - 9.4.3 fix, plan or plot in any way or otherwise dishonestly influence a particular incident or the result, progress, outcome, conduct or any other aspect of a Competition (whether or not in return for a Benefit);
  - 9.4.4 guarantee or seek to guarantee the happening of a particular incident or outcome in the Championships or a Competition which is to your or a Participant's

knowledge the subject of a Bet and for which you, a Participant or another Person expects to receive or has received a Benefit; and

- 9.4.5 seek to underperform or seek to not perform to the best of your abilities in a Competition in return for a Benefit (or expecting to receive a Benefit, whether or not such Benefit is in fact given to or received by you).

#### Betting & Inside Information

- 9.5 You must not participate in, support or promote any form of Betting relating to a Competition including Betting with another Person on the result, progress, outcome, conduct or any other part of such Competition (whether or not you are competing in such Competition).
- 9.6 You must not
- 9.6.1 use Inside Information for Betting purposes or otherwise in relation to Betting;
- 9.6.2 disclose Inside Information to any Person, whether or not you receive a Benefit, where you might reasonably be expected to know that its disclosure in such circumstances could be used in relation to Betting; and
- 9.6.3 cause, instruct, help or encourage a Participant to commit a breach of any Rules or Policies in relation to Betting, corruption, manipulation of results or Inside Information.

#### Disclosure & Reporting Obligations

- 9.7 You must:
- 9.7.1 Disclose to us and any other relevant authority (without undue delay) full details of any:
- (a) approaches or invitations received by you to engage in conduct or incidents that would amount to a breach of this Agreement or Integrity Rules;
  - (b) approaches or invitations received by a Personal Coach or any Athlete Support Personnel or another Participant to engage in conduct or incidents that would amount to a breach of the Integrity Rules of which you become aware;
  - (c) incident, fact or matter that comes to your attention that may show a breach of the Integrity Rules by you or a third party;
- 9.7.2 co-operate with any reasonable investigation carried out by us or any other official authority in relation to a possible breach of the Integrity Rules and/or this clause 9;
- 9.7.3 not knowingly assist, cover up or otherwise be involved in any acts or oversights of the type described in this clause 9 committed by a Personal Coach, any Athlete Support Personnel or a Participant.

### **10. Your General Obligations**

- 10.1 You agree that you will:
- 10.1.1 not commit "Misconduct" as defined in the UK Athletics Disciplinary Regulations;
- 10.1.2 make a positive commitment to supporting the British Athletics team;
- 10.1.3 have high standards of behaviour in accordance with the Code of Conduct for WCP and International-Level Athletes, as may be amended from time to time. A copy of the current version of which is set out at Schedule B and on the UK Athletics website (<https://www.uka.org.uk/governance/safeguarding/codes-of-conduct/>) ("**Code of Conduct**");

- 10.1.4 not commit or otherwise be involved in any Negative Behaviour;
- 10.1.5 keep us informed of any change of circumstances that may affect your ability to train or compete;
- 10.1.6 provide the Team Leader or any other person reasonably notified to you by UKA with training data and information as reasonably required or requested;
- 10.1.7 not consume alcohol prior to your participation at the Championships or Competitions, nor consume alcohol while wearing Team Kit, and generally ensure that your lifestyle and alcoholic intake is not irresponsible or disruptive, nor impacts on your expected training and performance levels or that of others; and
- 10.1.8 perform to the best of your skill and ability at all times at the Championships and any Competition.

## **11. Policies and Rules**

### **11.1 You agree to comply with:**

- 11.1.1 All NGB Policies in place from time to time, published on the UK Athletics website (<https://www.uka.org.uk/governance>);
- 11.1.2 the Code of Conduct: WCP and International-Level Athletes (Schedule B);
- 11.1.3 the UK Athletics Supplements Position Statement;
- 11.1.4 the UK Athletics Safeguarding Regulations and Policies, set out on the UK Athletics website ([https://www.uka.org.uk/governance/safeguarding\\_2021/](https://www.uka.org.uk/governance/safeguarding_2021/)); and
- 11.1.5 if you are a relay member, the Relay Plan.

### **11.2 You agree to familiarise yourself with, and comply at all times with the Rules, including, amongst others, the following:**

- 11.2.1 the UK Athletics Disciplinary Regulations;
- 11.2.2 UK Athletics Rules for Competition;
- 11.2.3 any other UK Athletics rules we bring to your attention regarding representing Great Britain and Northern Ireland in Competitions and/or on training camps;
- 11.2.4 the Integrity Rules;
- 11.2.5 the World Anti-Doping Agency Code and the World Anti-Doping Agency Prohibited List;
- 11.2.6 if applicable to you, the World Athletics Book of Rules and any other rules, regulations or policies put in place from time to time by World Athletics;
- 11.2.7 if applicable to you, the World Para Athletics Rules and Regulations, World Para Athletics Classification Rules and Regulations and any other rules, regulations or policies put in place from time to time by World Para Athletics; and
- 11.2.8 the statutes and rules of UK Sport.

### **11.3 You agree to travel with the British Athletics Team on pre-arranged flights and stay in British Athletics Team accommodation unless alternative arrangements have been agreed in writing in advance with the Technical Director or Team Leader (changes will only be made in exceptional circumstances)**

## **12. Medical and Health Obligations**

### **12.1 As an athlete selected to a British Athletics Team you are required to abide by the British Athletics Team Medical Policy set out at Schedule A (the "**Medical Policy**"). You agree to:**

- 12.1.1 read and understand the Medical Policy. If any clarifications are required, you must contact the team doctor for the Championships (or the appropriate medical representative) or the British Athletics Lead Medical Officer
  - 12.1.2 positively communicate with the team doctor or Lead Medical Officer on all reasonable requests about your medical and health status as detailed in the Medical Policy.
  - 12.1.3 notify the team doctor or Lead Medical Officer as soon as is reasonably possible if you have, or suspect you have, an Injury or Illness which affects your ability to train or compete;
  - 12.1.4 If you have treatment from external medical practitioners (i.e. not members of the British Athletics Medical team) after your selection for the British Athletics team, you must provide written details of the treatment from the external medical practitioner to the Lead Medical Officer or the team doctor, where the Lead Medical Officer is not travelling to the Championships.
- 12.2 If you undertake any conduct or course of treatment which we reasonably consider:
- 12.2.1 may violate the Anti-Doping Rules;
  - 12.2.2 is unsafe;
  - 12.2.3 is experimental or unlicensed in the UK (without fully informed consent from a WCP Doctor);
  - 12.2.4 may bring us or you into disrepute;
  - 12.2.5 constitutes anything which may be considered unethical in the UK; or
  - 12.2.6 may expose you to a serious possibility of contracting a contagious disease,
- we may terminate or suspend this Agreement with immediate effect.
- 12.3 Our Medical Staff at a Championships function as a medical team to provide you with medical support and they are responsible for your medical care when you are competing for Great Britain and Northern Ireland. As such, you agree to disclose all information relating to your health and wellbeing and Injury or Illness to our Medical Staff, where it will or may affect your ability to compete, or to compete at the level normally expected of you, or may impact your future ability to compete for Great Britain and Northern Ireland. If you wish to limit information shared with our Medical Staff at a Championships, you must submit this request in writing to the team doctor and lead therapist at the Championships.
- 12.4 You acknowledge that the Sport carries a risk of Injury or Illness and you agree to accept that risk and to take all reasonable care to avoid causing harm to yourself and others. You are a willing participant in the Sport and you understand and acknowledge the scope, nature and extent of the risks involved in pursuing a career in the Sport and you confirm that you undertake such risks voluntarily in full knowledge and acceptance of them. Accordingly, we shall not be liable to you for any personal Injury or Illness or death arising out of or in the course of your activities in the Sport except to the extent the same was due to our negligence.
- 12.5 If you are based in the UK, you will register with an NHS GP and Dentist and provide their details to us within fourteen (14) days of selection for the Championships.

### **13. Pregnancy**

- 13.1 To ensure a safe and healthy environment can be provided to you, we request that you should notify an appropriate member of our staff (such as the Medical Staff) if you become aware that you are pregnant so we can take appropriate steps to avoid any risks identified affecting your health and safety as a pregnant person or that of your child/children.

### **14. Your Personal Data**



- 14.1 By entering into this Agreement, you acknowledge and agree that your personal data shall be processed in accordance with the Data Protection & Fair Processing Notice.
- 14.2 To the extent that we intend to process any special category personal data then we will seek your prior consent, and such processing shall, unless otherwise specified, be in accordance with the Data Protection & Fair Processing Notice
- 14.3 You will sign and return a copy of the explicit consent form for the processing of medical and performance data. Withdrawal of such explicit consent will constitute a material breach of this Agreement and may result in the termination of this Agreement and your de-selection in accordance with clause 20.

**15. Your Status**

- 15.1 Your status is as an athlete who has been selected to represent Great Britain and Northern Ireland at the Championships. You are not our employee or worker (and you agree that you will not hold yourself out as such). No employment contract (implied or otherwise) will come into force between the Parties and the Parties agree that no employment relationship is either contemplated or desired.

**16. The use of your Image in a Commercial Context**

- 16.1 We and our Commercial Partners will have the full right to use your Image and Contribution from the Championships or pre-Championships event or camp in a commercial context at any time before, during or after the Championships subject to approval.
- 16.2 Any use by us of your Image and Contribution is subject to the Data Protection & Fair Processing Notice.
- 16.3 Where possible, we will try to give you the opportunity to approve any Image which we or our Commercial Partners propose to use in a commercial context. If you do not respond to us within three (3) business days, you will have been deemed to approve use of the Image. In the event you do not agree to use of the Image, you should set out your reasons in full, which, where possible, will be taken into account.
- 16.4 In relation to the rights of Commercial Partners to make use of your Image and Contribution from the Championships or pre-Championships event or camp:
- 16.4.1 reasonable efforts will be made so that no use of your Image or Contribution suggests a personal endorsement by you of their products or services; and
- 16.4.2 except where you have agreed to act as a brand ambassador for the Commercial Partner, we will use reasonable efforts to provide that at least two (2) other athletes are used in the same promotion.

**17. Personal Sponsorships**

- 17.1 You can have personal sponsorship arrangements in place provided that:
- 17.1.1 there is no use made of a British Team Context, Team Kit or our, or any Commercial Partners' Intellectual Property (unless approved by us in writing in advance);
- 17.1.2 you keep us updated (by email to commercial@uka.org.uk) as to all your personal sponsors, including but not limited to the addition or removal of a personal sponsor;
- 17.1.3 you must not enter into a personal sponsorship with a competitor of a Commercial Partner (unless otherwise approved by us in advance);
- 17.1.4 any personal sponsorship and your obligations thereunder comply with the Rules and the Policies; and
- 17.1.5 unless otherwise agreed by us in writing in advance, any personal sponsorship and your obligations thereunder do not prevent your compliance with the terms of this Agreement, including but not limited to the terms of this clause 17.

17.2 We recommend that you inform us of the terms you have agreed with personal sponsors, on a confidential basis, in order that we can help avoid any potential conflicts with Commercial Partners.

17.3 You must bring this Agreement to the attention of personal sponsors and ensure all terms you enter into with a personal sponsor after the commencement of this Agreement prior to end of the Championships are consistent with the terms of this Agreement.

## **18. Media Commitments & Media Rights**

18.1 You must attend any British Team related press interviews in connection with the Championships reasonably required by us, unless it clearly conflicts with your ability to compete at the highest level, and you agree:

18.1.1 to use your reasonable efforts to bring our Commercial Partners to the attention of the interviewer(s); and

18.1.2 our commercial, media and sporting activity in connection with the Championships shall always take priority over your own personal commercial activity, and you shall notify us in writing at least forty-eight (48) hours before carrying out any media or press activity that promotes your personal sponsor(s), such proposed activity to be approved in advance in writing by UKA.

18.2 You may, with our prior written consent, work in a media capacity leading up to, during, or after the Championships providing that this does not impact on your ability to compete to the best of your ability.

18.3 We shall be free to use (and to licence third parties to use) your Image and/or Contribution in any and all media for Broadcasting connected to or related to us, UK Sport, the Sport or our or the British Team's or your involvement in the Sport and/or any Competition including but not limited to (i) the sale and/or licensing of media rights to our events or any event in which you or the British Team compete and/or (ii) in respect any programmatic Broadcasts related to us, UK Sport, the Sport or our or the British Team's or your involvement in the Sport and/or any Competition in any and all media.

## **19. Our Filming of You**

19.1 In addition to the rights you grant to organisers of the Championships as a result of competing in the Championships, you confirm that we may film, record, capture and photograph your Image and Contribution at such reasonable locations, dates and times in connection with the Championships or pre-Championships event or camp. You agree that films, recordings, photographs or other captured media of your Image and Contribution and all rights in the same will be our property and may be used by us for purposes set out in this Agreement. You hereby grant to us all rights including without limitation copyright and performers' property rights in the films, recordings, photographs or other captured media of your Image and Contribution and all consents necessary to enable us to exploit and make the fullest use of the same as provided for in this Agreement worldwide in perpetuity in any manner in any and all media (whether now known or hereafter invented).

19.2 You acknowledge and agree that we (and third parties on our behalf) shall be entitled to edit, copy, add to, take from, modify, adapt, enhance and digitise the films, recordings, photographs or other captured media of your Image and Contribution at our discretion SAVE THAT no such activities shall bring you into disrepute.

19.3 You hereby irrevocably waive in favour of us, and our assignees and licensees the benefit of all moral rights and performers' rights arising under the Copyright, Designs and Patents Act 1988 (as amended) or similar rights arising under the laws of any jurisdiction in connection with your Image and your Contribution.

## **20. Termination**

20.1 There may be instances where either you or we need to terminate this Agreement and/or your membership of the British Team prior to the end of the Championships.

### Our General Rights to Suspend or Terminate

- 20.2 In addition to any other rights we may have hereunder, we may immediately terminate or suspend this Agreement and your membership of the British Team in connection with the Championships if:
- 20.2.1 you no longer meet the Eligibility Requirements for the Championships, as defined in clause 4.1;
  - 20.2.2 after being selected to represent the British Team you refuse to attend the Championships or any Pre-Championships event or camp (without obtaining the prior written consent of the Technical Director or Team Leader);
  - 20.2.3 you have made a declaration by entering into this Agreement and/or by accepting the Support or Benefits that is untrue;
  - 20.2.4 you are in breach of clause 7 (and/or the Anti-Doping Rules) and/or clause 9 (and/or the Integrity Rules);
  - 20.2.5 you are guilty of Misconduct or have been charged with Misconduct under the UK Athletics Disciplinary Regulations; or
  - 20.2.6 you are in material breach of this Agreement or the Code of Conduct: WCP and International-Level Athletes and you fail to remedy, to our satisfaction, such breach within five (5) days of our written notice to you of such breach.
- 20.3 To the extent you are in breach of clause 20.2 above, save for where your ineligibility to compete in the Championships is outside your reasonable control, we may decline to allow you to travel to the Championships or pre-Championships event, send you home from the Championships or pre-Championships event or camp with immediate effect and at your own cost, and/or withdraw your entry to the Championships.

#### Your ability to Terminate

- 20.4 You can terminate this Agreement and cease your membership of the British Team in connection with the Championships at any time subject to discussing your intentions with the Technical Director beforehand and giving us written notice. Where you do terminate this Agreement it will terminate upon the receipt by the Technical Director of your written notice.

#### Consequences of Termination

- 20.5 On termination of this Agreement or your membership of the British Team prior to end of the Championships:
- 20.5.1 you shall immediately cease to be a member of the British Team in connection with the Championships and be released from your obligations under this Agreement (save as those that survive termination);
  - 20.5.2 you must (if requested) deliver to us or allow us to collect (as we require) all Team Kit, equipment, or any other property which was provided or made available to you under this Agreement (and in the case of Confidential Information destroy or delete it from any computer and/or other device you have);
  - 20.5.3 the provisions of this Agreement which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

### **21. Summary Sanctions**

- 21.1 We are committed to high standards of behaviour from all athletes and Team members. If you breach this Agreement or the Code of Conduct, we may apply any of the following sanctions:
- 21.1.1 withdrawal or reduction of any of the benefits set out in clause 5 above;

- 21.1.2 order you to pay for any damage caused or costs incurred by you;
  - 21.1.3 send you home from the Championships or pre-Championships event or camp;
  - 21.1.4 confine you to your accommodation;
  - 21.1.5 order you to pay for flights and transfers;
  - 21.1.6 withdrawal or reduction of any British Athletics Performance Bonus(es) / prize money;
  - 21.1.7 immediate expulsion from the Team. The athlete/staff member concerned may be required to return home, at their own expense, unaccompanied if appropriate;
  - 21.1.8 review of the athlete's WCP membership status (if applicable).
- 21.2 You agree that the above summary sanctions are reasonable and necessary powers for us to have in the specific context of this Agreement. You may appeal any summary sanction pursuant to this clause 21 to the UKA Board by making a written submission within 14 days of the date of the imposition of sanction. The UKA Board shall review your submission and provide a written decision. There shall be no further right of appeal.
- 21.3 Nothing in this clause 21 prevents us from commencing disciplinary proceedings against you under to the UKA Disciplinary Regulations, including for the same offence or behaviour that we have already given you a summary sanction under clause 21.1.
- 22. Confidentiality**
- 22.1 We both will keep Confidential Information confidential at all times (both during and after the end of this Agreement), and neither of us shall at any time (directly or indirectly) tell or show, or allow to be told or showed to any person any Confidential Information except:
- 22.1.1 where the information is provided to our professional advisers (i.e. accountants, auditors or lawyers), is disclosed as a legal requirement; or is already or becomes public knowledge, except if it becomes public knowledge because either of us breached this Confidentiality clause;
  - 22.1.2 if either of us agree in writing for the other Party to disclose it or it is reasonably required by this Agreement.
- 23. Governing Law and Jurisdiction**
- 23.1 This Agreement shall be governed by English law.
- 23.2 Any dispute arising from it shall be subject to arbitration before a Panel selected by Sport Resolutions applying the Sport Resolutions Arbitration Rules. The seat of the Arbitration shall be London.
- 24. Entire Agreement**
- 24.1 This Agreement (including any schedules attached and documents referred to within it) and, if applicable, any UK Athletics WCP Performance Athlete Agreement, creates the whole and only agreement relating to your membership of British Team in connection with the Championships. It takes the place of any prior drafts, agreements, arrangements between us, whether or not in writing, relating to your membership of the British Team in connection with the Championships.
- 25. Variation and Counterparts**
- 25.1 No variation of this Agreement shall be effective unless it is in writing and signed by us and you (or your and/or our authorised representatives (as applicable)). Nothing contained herein shall be deemed to constitute or create a partnership or joint venture between you and us. Neither Party shall hold itself out as the agent of the other. This Agreement can be executed in any number of counterparts. Each executed counterpart (including those in

electronic form) will be an original, but together all counterparts will constitute one and the same instrument.

**26. Invalidity**

- 26.1 If any clause or any part of these terms or their application to either you or us shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, this judgment shall not affect the remainder of the terms which shall remain in full force and effect.

**27. Third Party Rights**

- 27.1 Save in respect of UKAD (and solely in connection with the Anti-Doping Rules), for the purposes of the Contracts (Rights of Third Parties) Act 1999 no term or condition herein shall confer or be construed as conferring any right on any third party.

- 27.2 In this Agreement, unless the context indicates otherwise:

- 27.2.1 where either of us agree not to do something this includes an obligation not to allow or cause that thing to be done indirectly by another person;
- 27.2.2 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 27.2.3 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 27.2.4 unless the context otherwise requires, words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders;
- 27.2.5 headings are for reference only.

**SIGNATURE PAGE**

This Agreement has been signed on \_\_\_\_\_.

Signed by:

\_\_\_\_\_

for and on behalf of UK Athletics

**Your Declaration and Agreement<sup>1</sup>**

- a. I confirm that I have read the British Athletics Team, Team Members' Agreement in full, including Schedule A: The British Athletics Team Medical Policy, Schedule B: the UK Athletics' Code of Conduct: WCP and International-Level Athletes and Schedule C: The Appeals Procedure.

<sup>1</sup> If the Athlete is under the age of 18, an Adult at Risk or lacks the legal capacity to make their own decisions then the signature of parent/guardian, or person with parental responsibility is required to sign as an additional signatory. If the athlete turns 18 during the Championships or any pre-Championship event or camp, then a new Team Member Agreement will be issued to that athlete to sign.

- b. I agree to comply with all my obligations outlined in this Agreement (both now in the future) as a member of the British Athletics Team.
- c. I also specifically confirm that I have been advised to take independent legal advice before signing the Agreement and understand the consequences should I choose not to do so.

Signed by:

\_\_\_\_\_  
Signature (Athlete)      Print Athlete Name      Date

\_\_\_\_\_  
Additional Signature      Print Additional Signature Name      Date

Relationship to the Athlete: \_\_\_\_\_

## **Schedule A - British Athletics Team Medical Policy**

As an athlete/staff member that is part of a British Athletics Team you confirm that you have read and understood the Medical Policy below.

As an athlete/staff member that is part of a British Athletics Team you agree to the following (where relevant):

1. to disclose to the lead medical representative for the Championships, as soon as possible, any illness, injury or condition that may prejudice your performance/ability to fulfil your role at the Championships;
2. to provide in writing, details of any medical or therapy treatment provided by external medical practitioners (i.e. not members of the British Athletics medical team), from the time after team selection and during the period of this agreement
3. to discuss any interventions, such as injections, proposed by external medical practitioners, with the British Athletics lead medical officer, prior to undertaking any treatment
4. within the timescales requested prior to travel, complete a confidential pre-Championships medical questionnaire detailing important information, such as medication and allergies, which can be used in the provision of your medical care
5. to appropriately limited disclosure of medical information by the medical team (at the discretion of the lead medical representative) to the coaching and performance team for the purposes of performance decision making, such as training and selection.
6. to submit to such medical tests and examinations determined by the lead doctor or medical representative, (the full cost of which will be met by the British Athletics), to assess your medical fitness to participate at the Championships, and/or to determine whether or not you have breached any of the rules contained or referred to in this Agreement.
7. if following a medical test/examination carried out in accordance with Paragraph 6 above, there remains concern by either your Team Leader/Head Coach or the Team Doctor (or their authorised representatives) about your ability to compete to the best of your ability due to an underlying illness or injury, you agree to submit to a series of pre-determined sports specific performance tests if requested. Those tests will be determined in consultation with appropriate medical and coaching personnel, the Team Leader/Head Coach you and your Personal Coach (if available).
8. to withdraw from the British Athletics Team if:
  - a. in the Team Doctor's reasonable opinion, in consultation with colleagues, and you and your coach and the Team Leader/Head Coach, and after considering the results of any medical test, examination and performance test, your participation would constitute an unacceptable risk of causing serious harm to yourself or others; or
  - b. in the Team Leader/Head Coach's reasonable opinion, in consultation with colleagues, you fail a designated performance test that would demonstrate fitness to compete in the Championships.
9. to work positively and collaboratively with all reasonable directions given by the team medical personnel and coaching staff in relation to your health and fitness in connection with the Championships and your participation therein.
10. If you sustain an injury at the Championships, you agree to be assessed by the team doctor or their designated representative.
11. If you sustain an injury at the Championships, and are not a member of the World Class Programme, British Athletics will provide immediate care at the Championships. British Athletics may provide initial diagnostic support on return to the UK, at the discretion of the Technical Director or Head Coach. British Athletics will not provide or be responsible for ongoing care, surgery or rehabilitation in the UK for injuries sustained while competing for a British team. We will assist you with signposting to services within the NHS or using your personal private medical insurance to seek further care.

## **Schedule B - UK Athletics' Code of Conduct: WCP and International-Level Athletes**

This Code of Conduct applies to, and outlines what is expected of, any athlete who is:

- i. a member of the World Class Programme (WCP); and/or
- ii. selected to represent Great Britain and Northern Ireland (the Team) at any championship or competition, regardless of whether the athlete is a member of the WCP.

Breach of this Code of Conduct is actionable as Misconduct under the Disciplinary Regulations of UK Athletics (UKA).

### **1. Introduction**

As a member of the WCP and/or the Team, your behaviour will reflect on UKA and the sport as a whole. Accordingly you must agree to conduct yourself in an appropriate manner at all times while participating in the WCP and/or Team activities and in relation to all commercial and media activities for UKA.

### **2. General Obligations as an Adult Athlete**

As a responsible athlete, you agree to:

- a. abide by the UKA and the Home Country Athletics Federations (HCAF) Child Safeguarding Policy and Child Safeguarding Procedures (<https://www.uka.org.uk/governance/safeguarding/uka-safeguarding-children-policy/>);
- b. abide by the UKA and the HCAF Adult Safeguarding Policy and Adult Safeguarding Procedures (<https://www.uka.org.uk/governance/safeguarding/uka-safeguarding-adults-at-risk-policy/>);
- c. respect the rights of every athlete, coach, technical official and others involved in athletics and treat everyone equitably;
- d. uphold the same sporting values away from sport as you do when you are engaged in athletics;
- e. participate within the rules of the sport, respect decisions of coaches and officials, and demonstrate respect towards fellow athletes;
- f. cooperate fully with others involved in the sport such as coaches, technical officials, team managers, doctors, physiotherapists, sport scientists and representatives of the governing body in your best interests and those of other athletes;
- g. consistently promote positive aspects of the sport and never condone rule violations or the use of prohibited substances;
- h. anticipate and be responsible for your own needs, including being organised, having the appropriate equipment and being on time;
- i. inform my coach of any other coaching that you are seeking or receiving;
- j. act with dignity and display courtesy and good manners towards others;
- k. in no way undermine, put down or belittle other athletes, coaches or practitioners;
- l. avoid swearing and abusive language whilst in athletic venues, at club functions and events, or when as part of a team/squad;
- m. never engage in any inappropriate or illegal behaviour;
- n. challenge and report inappropriate behaviour and language by others;
- o. not misuse or abuse sporting equipment and venues;
- p. not carry or consume alcohol or illegal substances while training or competing in athletics;
- q. maintain strict boundaries between friendship and intimacy with a coach or official;
- r. use safe transport or travel arrangements; AND
- s. act ethically, professionally and with integrity, and take responsibility for your actions.

### **3. WCP and Team Member Obligations**

Following selection to the WCP and/or the Team, you further agree to:

- a. make a positive commitment to supporting and achieving the aims and objectives of UKA and the Team;



- b. abide by all anti-doping rules and regulations at all times, including keeping your whereabouts up-to-date;
- c. conduct yourself in a correct and proper manner that portrays the sport in a positive light and does not bring you, the WCP, UKA, the sport, the National Lottery, UK Sport, or any commercial partner of UKA into disrepute;
- d. project a favourable and positive image of the sport and UKA's support programmes (including the WCP) by adopting and promoting high standards of behaviour when carrying out duties in relation to the WCP and/or the Team;
- e. maintain high standards of conduct and behave in a manner that shows proper respect for other athletes and team staff when training, competing, coaching or residing in the Team hotel or multi-sport accommodation;
- f. refrain from excessive behaviour which would reflect badly on the sport and/or could prevent you from maintaining the highest levels of performance;
- g. act as an ambassador for UKA and the Team at all times but specifically when so requested in accordance with WCP or Team membership;
- h. take personal responsibility for elements of team activity when required or asked to do so by a member of WCP or Team Management (including the Team Leader). This includes:
  - i. responsibly and respectfully communicating with the relevant WCP or Team staff if you are unhappy about any element of WCP or Team operations (or know that someone else is);
  - ii. being organised and on time for all travel, training and events (if you miss a WCP or Team flight you may have to organise a replacement flight and will be required to cover any additional associated costs);
  - iii. at all times consider the welfare of your fellow WCP or Team Members, and not take any unreasonable action (or fail to take any reasonable action) that would place their physical or mental wellbeing at risk. Specifically, this precludes participation in any activities known to be associated with the risk of injury (including, but not limited to, riding motorbikes, skiing or extreme sports such as sky-diving or bungee-jumping);
  - iv. ensuring you take responsibility to tell fellow WCP or Team Members if you think their behaviour is unacceptable (or indicating such to a member of WCP or Team staff); AND
  - v. ensuring that you and others do not, at any time, engage in any illegal or irresponsible activities.
- i. always respect the decisions of officials and never engage in their public criticism.
- j. never engage in bullying, intimidation or harassment.
- k. use social media channels (e.g. Twitter/Facebook/Instagram etc) in a positive light and, where appropriate, share your personal experience, whilst respecting the privacy of other individuals.
- l. check any supplements/nutritional aids (particularly those bought in a foreign country) with the medical team.

#### **4. Behaviour when attending a competition as a member of the Team**

- a. When residing in the Team hotel/multi-sport accommodation:
  - i. be courteous and respectful to other Team members, athletes, hotel guests and hotel property at all times – others may be competing and/or training even after your events have finished; AND
  - ii. tell your Team Manager if you have any problems when at the Team hotel/multi-sport accommodation (including requests to change rooms/room partners).
- b. At all times, you agree to:
  - i. keep your accommodation clean and tidy;
  - ii. adhere to any signing in and out procedures if implemented by Team Management;
  - iii. pay for any extras you incur at the Team hotel/multi-sport accommodation, such as phone bills, room service, dry-cleaning etc.;
  - iv. report any faults or damage to the Team hotel/multi-sport accommodation to a member of Team Management. Upon arrival, ensure you inspect your own accommodation and report any faults or damage immediately;

- v. maintain appropriate standards of conduct at any closing banquet/celebrations.
- c. At all times, you agree NOT to:
- i. allow any non-team member (male or female), into your room (this includes friends, family, supporters and your personal coach);
  - ii. appear in any public areas of hotels/multi-sport accommodation improperly or inappropriately dressed;
  - iii. consume alcohol whilst wearing Team kit, or in the case of U18 or U20 championships, consume alcohol at all whilst part of the Team. Note: it is illegal at all times for British athletes under the age of 18 to drink alcohol (and as such are referred to point 3, h, v). Different countries around the world may set higher legal drinking ages (21 in the USA, for example) and as such, where the legal drinking age is set higher than 18, all athletes will be expected to abide by the relevant legal drinking age for any country they visit;
  - iv. discard or swap your Team kit. Your kit allocation is intended to last you for two years. Should you require further pieces of kit you may be asked to contribute to the cost of replacements; AND
  - v. gamble on any event during a competition for which you are selected to represent the Team (see separate rules, where applicable, for any relevant World Athletics/EA/IPC competition regarding gambling);

## **Schedule C: The Appeals Procedure**

### **The Appeals Procedure**

1. The procedure set out in this Schedule 1 (the "Procedure") is the only applicable appeals procedure and forms the entire agreement between you and UKA as to how any Permanent Ineligibility may be challenged. The parties agree to submit any dispute concerning any matter connected with or arising out of any Permanent Ineligibility to binding arbitration in accordance with the provisions of this Procedure. The parties agree that they will not commence, continue or maintain any legal challenge to any matter falling under the jurisdiction of this Procedure, before any court of law or other dispute resolution body. The parties will treat all decisions under this procedure as final and binding.
2. The parties agree that this Procedure is to be treated as an arbitration procedure under Part 1 of the Arbitration Act 1996 (the "Act") and the provisions of clause 2.g. above amount to a binding arbitration agreement for the purposes of section 6 of the Act. The seat of the arbitration shall be England.

### **How to appeal**

3. The Procedure is commenced when you submit a formal written appeal (the "Notice of Appeal") by email to the Chair of the UK Athletics Board at [appeals@britishathletics.org.uk](mailto:appeals@britishathletics.org.uk). The Notice of Appeal shall be deemed to have been received at the time and date of the email transmission, provided no error message is received.
4. The Notice of Appeal should set out the grounds of the appeal and include full details of the basis of the appeal. The Notice of Appeal should be as full as possible as it will form the basis of the remainder of the Procedure. Subject to paragraph 18 of this Procedure, appeals will be conducted based on your written submissions (contained within the Notice of Appeal) and any response from the respondent, without a hearing or the calling of witnesses or the giving of oral evidence.

### **Grounds for Appeal**

5. If you are made Permanently Ineligible pursuant to paragraph 2.a. of the Team Members' Agreement, you may appeal on one or more of the following grounds (but not otherwise):
  - a. the anti-doping rule violation did not fulfil the definition of "Serious" as set out in clause 2.c. of the Team Members' Agreement;
  - b. you can show that, on the balance of probabilities, significant mitigating circumstances existed in relation to the anti-doping rule violation; and/or
  - c. in cases where you have provided Substantial Assistance or made voluntary Admission(s) and/or Prompt Admission(s), that UKA has exercised its absolute discretion in an arbitrary, capricious or irrational manner when determining that such Assistance or Admissions were insufficient to justify waiving the application of clause 2.a.
6. The right to appeal is provided on these limited grounds only.

### **The Parties**

7. The respondent to the appeal will be UKA.

### **Time Limits**

8. You must submit the Notice of Appeal to the Chair of the UK Athletics Board within the time limits set out in this Procedure. If you fail to do so, you will automatically lose the right of appeal under this Procedure, save in wholly exceptional circumstances which will be judged by the Appeals Panel in its absolute discretion.
9. Standard time limit: If, at the point at which you are notified of your Permanent Ineligibility, a period equal to or more than 8 weeks remains of the period of ineligibility imposed by an Anti-Doping Authority, the Notice of Appeal must be submitted within 21 days of you being notified by UKA of your Permanent Ineligibility.
10. Expedited time limit: If, at the point at which you are notified of Permanent Ineligibility, less than 8 weeks remains of the period of ineligibility imposed by an Anti-Doping Authority, it will be necessary to accelerate the Procedure. In these circumstances the Notice of Appeal must be submitted as a matter of urgency and in any event within 10 days of you being notified by UKA of your Permanent Ineligibility.

11. For the purposes of paragraphs 9 and 10 of this Procedure, you are notified of your Permanent Ineligibility when UKA communicates it to you using any reasonable method of written communication which you hereby agree includes (but is not limited to) letter or email.

### **The Appeals Panel**

12. UKA shall establish an Appeals Panel made up of three wholly independent individuals to consider any appeal by a person made Permanently Ineligible pursuant to paragraph 2.a. of the Team Members' Agreement.
13. The Appeals Panel will consist of the following three people:
- a. Chair: the Chair of the UK Athletics Board;
  - b. Second member: a person from within the legal profession with relevant legal experience; and
  - c. Third member: the President of the UK Athletics Board, save in respect of any Notice of Appeal submitted in respect of a WPA international event, in which case an alternative third member of the Appeals Panel may be appointed from the UK Athletics board.

### **Relevant Considerations**

14. In determining whether significant mitigating circumstances exist the Appeals Panel shall take account of all relevant facts and matters, including any admission of guilt by you or on behalf of you.
15. In determining whether UKA has exercised its absolute discretion in an arbitrary, capricious or irrational manner when deciding that such Assistance or Admissions was insufficient to justify waiving the application of clause 2.a, the Appeals Panel shall take account of the World Anti-Doping Code in force at the time the rule violation was committed and the anti-doping rules of UKA, UKAD and the World Athletics.

### **Conduct of the Appeal**

16. The Appeals Panel shall consider written submissions from you and UKA and shall, where possible, make its decision on the basis of those submissions.
17. If the Appeals Panel is not minded to make its decision on the basis of written submissions alone or if you request, the Appeals Panel shall allow you to appear in person at a hearing or be represented before it. In these circumstances the Appeals Panel may regulate its own procedure and may give such directions for the future conduct of the appeal as it considers appropriate.
18. The Appeals Panel is only entitled to rescind the Permanent Ineligibility on the limited grounds set out in paragraph 5 above.
19. In the event the Appeals Panel rules in your favour then your eligibility for selection shall be immediately restored.

### **Amendment**

20. UKA shall be entitled to amend this Procedure from time to time and such amendments will take effect from the first date of publication of the complete amended procedure on the British Athletics website.

**Athletes seeking independent legal advice regarding this Procedure are recommended to contact the British Athletes Commission (<http://www.britishathletes.org/>).**

## **Schedule D - Definitions**

In this Agreement, the following words and expressions shall have the following meanings:

<b>Adult at Risk</b>	means any person who falls in the definition of 'Vulnerable Adults' as set out in the Safeguarding Vulnerable Groups Act 2006 (as amended);
<b>Anti-Doping Rules</b>	means all applicable anti-doping policies, procedures or rules applicable to you, the Sport or any Competition (whether implemented by us, UK Sport, UK Anti-Doping, any International Federation, or the organiser of any Competition in which you participate);
<b>Athlete Support Personnel</b>	means any person employed by or working with you in conjunction with your participation in the Sport (or associated commercial activities) or participation in Competition, including but not limited to any manager, representative, agent, official, doctor, physio, therapist medical personnel, Personal Coach or family member, but excluding any person employed directly by us unless they are also contracted to you;
<b>Benefit</b>	means the direct or indirect receipt or provision (as relevant) of money or monies worth (other than prize money and/or contractual payments to be made under endorsement, sponsorship or other contracts);
<b>Bet</b>	means a wager of money or any other form of financial speculation whether legal or illegal;
<b>Betting</b>	means making, accepting, or laying a Bet and shall include, without limitation, activities commonly referred to as sports betting such as fixed and running odds, totalisator/tote games, live betting, betting exchange, spread betting, peer to peer betting and other games offered by legal sports betting operators or illegal betting operators;
<b>BOA</b>	means the British Olympic Association;
<b>BPA</b>	means the British Paralympic Association;
<b>British Team</b>	means the team which is selected by us as the national representative team for the Sport in any International Competition; or, in the case of the Games, is nominated by us and selected to represent Great Britain by the BOA or the BPA;
<b>British Team Context</b>	means in relation to any representation of you and/or your Image and/or Contribution in connection or combination with the name, colours, Trade Marks, logos or other identifying characteristics of the British Team;

<b>Broadcast</b>	means all forms of television, cable, internet, audio only and/or radio broadcasts, webcasts and/or simulcasts (in each case, whether live, near-live, delayed or repeat) and any broadcast-related communication to the public (such as so-called "catch-up services" and podcasts made available by broadcasters) in any and all languages and for reception and/or display on any device of any kind (now or in the future known) and including any equivalent form of transmission (whether now existing or hereafter developed);
<b>Commercial Partners</b>	means those sponsors, licensees, supporters, official suppliers and any other commercial entity goods and/or services provided directly or indirectly to us from time to time in connection with the relevant Championships or pre-Championships event who receive publicity, rights of association or other commercial benefit to them; an up to date list of the Commercial Partners will be available on our website from time to time;
<b>Competition</b>	means any event of the Sport or series of events conducted over one or more days including a National Competition or International Competition;
<b>Confidential Information</b>	<p>means any information or data (not already in the public domain other than as a result of a breach of an obligation of confidentiality):</p> <ul style="list-style-type: none"> <li>(i) relating directly or indirectly to financial information, accounts or marketing plans, including information about Commercial Partners and potential future Commercial Partners and general market opportunities for the Sport;</li> <li>(ii) relating directly or indirectly to your Individual Athlete Plan and information relating to operations, processes, competition and training plans, Competition and training tactics and intentions;</li> <li>(iii) relating directly or indirectly to research and development carried out or being planned by us or on our behalf, including any information relating to the construction and use of specialised equipment and the evaluation of the training loads and physical responses of Athletes;</li> <li>(iv) produced by us relating directly or indirectly to the Championships or pre-Championships event or camp including all documentation relating to the development of support services and any or all drawings, plans, specifications and technical information relating to it;</li> <li>(v) relating directly or indirectly to us and/or the British Team which is clearly by its nature confidential or which was communicated by us to you on the direct or indirect condition that it would remain confidential between us; or</li> <li>(vi) communicated by you pursuant to your membership of the British Team which is clearly by its nature confidential, including (but not limited to) any personal data about you, any information or data concerning your fitness and medical condition (including any reports on the same from any doctor or other physician) and any financial information (other than public information such as programme grants and funding);</li> </ul>
<b>Contribution</b>	means the products of your services whilst you are training, competing or carrying out any other activity in connection with the Championships including appearances and media/promotion obligations or as part of the British Team, including but not limited to your activities at the Championships;
<b>Data Protection &amp; Fair Processing Notice</b>	means the document which explains how we will use your personal information during and after any member of the British Team, which is contained at Schedule E to the Agreement and is available from the Technical Director;
<b>Games</b>	means the Summer Olympic Games and/or the Winter Olympic Games as appropriate;

<b>Head Coach</b>	means the head coach or equivalent of UK Athletics or his or her appointed representative;
<b>Image</b>	means your name, nicknames, fame, likeness, image, photograph, photographic portrayal, signature, autograph, initials, statements, endorsement, facsimile, reputation, story and accomplishments, physical details, voice, film (including computer generated or animated portrayal, virtual or electronic reputation or replica), and other personal characteristics and identification of you and any and all <u>Intellectual Property</u> , (whether now known or hereafter invented), in each case whether registered or unregistered and including applications for registration;
<b>Injury or Illness</b>	means any injury or illness (including mental health illness or disorder) other than a diagnosed learning disability for Paralympic athletes;
<b>Inside Information</b>	means any information relating to any Competition that a Participant possesses because of his position within the Sport. Such information includes, but is not limited to, factual information regarding the competitors, the conditions, tactical considerations or any other aspect of the Competition, but <b>does not include</b> such information that is already published or a matter of public record, readily acquired by an interested member of the public or disclosed according to the rules and regulations governing the relevant Competition;
<b>Integrity Rules</b>	means all applicable codes of conduct and integrity, Betting and anti-cheat policies, procedures or rules applicable to you, the Sport or any Competition (whether implemented by us, UK Sport, an International Federation, or the organiser of any Competition in which you participate);
<b>Intellectual Property</b>	means trade marks (including logos and trade dress), domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, our Confidential Information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same;
<b>International Competition</b>	means the Games, World, European Championships, or any other international competition for the Sport recognised by an International Federation where you are representing Great Britain;
<b>International Federation</b>	means any of World Athletics or World Para Athletics or European Athletics or any other International Federation with jurisdiction;
<b>IOC</b>	means the International Olympic Committee;
<b>IPC</b>	means the International Paralympic Committee;
<b>Lead Medical Officer</b>	means the designated lead medical officer for the relevant programme;
<b>Medical Staff</b>	means members of our support team who are required to be professionally qualified such as doctors, physiotherapists, exercise physiologists, podiatrists, osteopaths, chiropractors, counsellors, nutritionists, performance lifestyles practitioners, psychologists, strength and conditioning practitioners, massage therapists, sports scientists or any other person employed by or working with us participating in supporting you as a member of the British Team WCP and/or in the Championships;
<b>National Competition</b>	means a county, regional or national trials competition of the Sport including Home Country or British Team qualifying events;

<b>National Lottery Appearance Day</b>	means a day lasting for a maximum of four (4) hours (excluding travel time) used for an appearance, promotion, meeting, photo shoot, interview, filming or other event which you attend on behalf of the National Lottery (including UK Sport);
<b>Negative Behaviour</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(i) any act or omission by you which in our reasonable opinion brings you, us, UK Sport, the Sport, the British Team or the Commercial Partners into public disrepute, contempt, scandal or ridicule, or which injures yours, ours, UK Sport's, the British Team's or the Commercial Partner's success or which harms any of the foregoing's reputations;</li> <li>(ii) doing or suffering to be done anything which in our reasonable opinion is defamatory, detrimental, derogatory or disparaging to you, us, UK Sport, the British Team or the Commercial Partners;</li> <li>(iii) as a result of any act or omission by you, a regulatory body or other applicable entity imposes a ban on you or otherwise prohibits you from competing in the Sport;</li> <li>(iv) you are, or there is legitimate reason to suspect that you may be, liable to punishment as a result of a criminal offence, felony or misdemeanor which may harm the good name of us, the Sport, UK Sport, the British Team or the Commercial partners or bring you, us or any of the foregoing into disrepute. In this context, legitimate reason to suspect means that a prosecuting authority has initiated criminal proceedings against you; and/or</li> <li>(v) writing or saying anything (whether made as part of a formal interview or not including, without limitation, on social media sites) that is damaging to our reputation, the Sport, the British Team, our Commercial Partners, UK Sport (including the National Lottery) or making any public statement which constitutes a personal attack upon another athlete or person.</li> </ul> <p>Negative Behaviour does not include:</p> <ul style="list-style-type: none"> <li>(i) any fair comment made without the use of offensive language where the substance of the comment is known (or can be shown by you) to be true; or</li> <li>(ii) the raising of concerns or challenges (either to us or via the British Athletes Commission) following the reporting protocols made available to you.</li> </ul>
<b>NGB Policies</b>	shall mean any and all of our policies from time to time, including but not limited to any selection, de-Selection and / or appeals policies, diversity and inclusion, grievance policy, misconduct policy, codes of conduct, Safeguarding Regulations and Policies, the Relay Plan in place from time to time;
<b>Participant</b>	means any athlete, Athlete Support Personnel, Performance Management Staff, Medical & Scientific Support Staff, UK Athletics employee, consultant or director, judge, referee, delegate, commissioner, jury or appeal member, competition official, or team or delegation member and any other accredited person or person involved in the Sport;



<b>Performance Management Staff</b>	means the Technical Director, Head Coach, Team Leader coach, trainer, manager and performance analysts, performance pathway managers, team and high performance manager, performance scientists or any other person employed by or working with us participating in supporting you as a member of the WCP and/or in a Competition;
<b>Person</b>	shall include natural persons, bodies corporate and unincorporated associations and partnerships (whether or not any of them have separate legal personality);
<b>Personal Coach</b>	means a performance coach retained by you with expertise and a proven track record in the Sport;
<b>Policies</b>	means the NGB Policies and such policies implemented by UK Sport, or the IOC, IPC, World Athletics the BOA or BPA as may apply to either you, us or the British Team;
<b>Relay Plan</b>	means the agreement signed by WCP relay athletes;
<b>Rules</b>	means the statutes and rules of UK Athletics, UK Sport, the IOC, IPC, World Athletics, the BOA's Rules or BPA Rules and our Rules;
<b>Safeguarding Regulations and Policies</b>	means the applicable UK Athletics Child Safeguarding Regulations and Policies or Adults at Risk Safeguarding Regulations and Policies, in place as of 14 June 2021 (as amended from time to time);
<b>Sport</b>	means the sport of athletics in all its various forms and disciplines;
<b>Supplement Policy</b>	means the UK Athletics Supplement Policy (as amended from time to time)
<b>Support</b>	means the various training & performance, educational, health & wellbeing, cultural and support services provided by us to you during your membership of the British Team in connection with the Championships or pre-Championships event or camp;
<b>Team</b>	means the British Athletics Team;
<b>Team Kit</b>	means the team kit provided by us to you when you are selected for the Championship;
<b>Team Leader</b>	means the person appointed by UK Athletics to be team leader for the Championships;
<b>Technical Director</b>	means the technical director or equivalent of UK Athletics or his or her appointed representative;
<b>Trade Marks</b>	means our registered trade marks and those trade marks for which an application for registration is pending (in any registry in the world);
<b>UK Sport</b>	means the United Kingdom Sports Council, incorporated by Royal Charter, (registered number RC: 000765) or any successor to it;
<b>UKAD</b>	means United Kingdom Anti-Doping Limited, a company incorporated in England and Wales (company number 06990867), or any successor to it, responsible for implementing the UK Government's National Anti-Doping Policy (as amended from time to time);



## **Schedule E: Data Protection & Fair Processing Notice**

Please read this document carefully as it contains important information relating to how we, UK Athletics Limited, process your personal data and who we share it with and why. We recognise athlete welfare as paramount, and this includes your privacy and confidentiality as well as your health and wellbeing.

This notice is specific to athletes who have signed on to the Team Member Agreement (TMA) and explains the types of personal data that we collect and how we use it and share it with partner organisations. We collect and use your personal data to administer the TMA.

If you are part of the World Class Program (WCP) you will have received a separate privacy notice already. The WCP privacy notice will continue to apply for as long as you are a member of the WCP. Similarly, this privacy notice will apply as long as you are under the TMA.

## **Data Protection contact details**

The person responsible for all matters concerning the privacy and processing of any personal data can be contacted as follows:

The Data Protection Officer  
UK Athletics Limited  
Athletics House  
Alexander Stadium  
Walsall Road  
Perry Barr  
Birmingham, B42 2BE

They can be contacted on [dpo@uka.org.uk](mailto:dpo@uka.org.uk) or you can write to the above address.

## **Your Rights**

Under the General Data Protection Regulation, you have certain rights regarding your data. You have the right to ask us for a copy of any data we hold about you. You have a right to have any data that is incorrect, corrected. You have the right to object to the use of your data. You have the right to have your data provided to you to take elsewhere in a suitable format. You have the right to have your data deleted in certain circumstances. If you wish to exercise any of these rights, then please contact our Data Protection Officer. You also have the right to lodge a complaint about the use of your data with the Information Commissioner. Details for the Information Commissioner and making a complaint can be found on their website at [www.ico.org.uk](http://www.ico.org.uk)

## **Your personal data and how it will be used**

We collect and process the various types of data about you from information you have provided in forms and from your ongoing participation in the program, for example performance analysis, fitness tests etc. Personal data falls into the following categories:

### **Identity data**

Name, gender, date of birth, performance reference number, photograph, video, age, academic background, right to work, nationality, and social media accounts.

### **Contact data**

Home and mobile phone number, email address, home address.

### **Sport Science & Performance data**

Athlete Performance Award level (APA) and award value, training location, sport discipline, medals, attendance at games, home nation, time on programme, height, weight, test data, performance trajectory, sport science data, biometric data, NGB feedback, eligibility data, physiological data, ranking information, event results, Olympic or Paralympic athlete, selection date, leaving date, career aspirations and sporting interests.

### **Equal opportunities data**

Gender, racial or ethnic origin, sexual orientation, age.

### **Medical data**

Test data, illness information, injury information, doping violations, biometric data, medical records, and other athlete health/performance information.

## Data use by category

This section explains the purposes for which we use data on the TMA by each category and the lawful bases that we use. You can also see how long we retain your personal data for.

**Please note that where we are using data with your consent or your explicit consent, you have a right to withdraw this consent but doing so will impact your ability to stay within the TMA. If you have any concerns, please discuss these with us before withdrawing your consent.**

Purpose for which data is used	Legal bases	Categories of data	Retention period
<b>Medical care.</b> Medical care for injuries and illness to Athletes including physiotherapy, soft tissue therapy, medical care, assessment of injury or incapacity. Includes treatment and intervention notes and medications	Contract for Identity and Contact data Provision of health services	Identity data Contact data Medical data	25 years after the TMA expires
<b>Physical preparation.</b> Testing, training and assessment of athlete physical preparation. This will include data about strength and conditioning, physiology, performance data, testing data, nutrition, and other relevant information.	Contract for Identity and Contact data Explicit consent for Special Category data	Identity data Contact data Medical data Sport and Performance data	25 years after the TMA expires
<b>Performance analysis and biomechanics.</b> Video and photographic data, performance data, relevant medical information, ranks, scores, team and individual metrics.	Contract for Identity data Explicit consent for Special Category data	Identity data Medical data Sport and Performance data	25 years after the TMA expires
<b>Performance psychology.</b> To help athletes prepare psychologically for the demands of competition and training.	Contract for Identity data Explicit consent for Special Category data	Identity data Medical data Sport and Performance data	25 years after the TMA expires
<b>Communicating information to Home Country Sports Institutes (HCSIs) and the EIS.</b>  We will share data so that HCSIs can offer sport science and sports medicine treatments within their locality. We also share data with the EIS so that any services provided by them, or their partners is appropriate.	Contract for Identity and Contact data Explicit consent for Special Category data	Identity and Contact data Medical data Sport and Performance data	Retention period will be set by the recipient

Purpose for which data is used	Legal bases	Categories of data	Retention period
<b>Improvement, research &amp; innovation.</b> This may include archiving purposes in the public interest, scientific or historical research purposes when data is processed for innovation and/or research reasons to improve the services that UKA offers in performance sport science and medicine. In this case specific measures will be in place to safeguard the fundamental rights and interests of the data subject, such as review by a university ethics board, and individual data will not be identifiable.	Explicit consent for direct research purposes Scientific research basis when data is anonymised	Medical data Sport and Performance data	25 years after the TMA expires N/A when data will be anonymised
<b>Equal Opportunities Monitoring.</b>	Explicit consent	Equal Opportunities data	N/A – data anonymised

## Sharing your personal data

We also share some personal data with EIS (and/or other HCSIs as applicable) for the purposes of providing a range of sport science, sport medicine, and performance services to you, as well as to enable us to receive the analysis and reports.

We share data with the British Athletes Commission (BAC) and Sports Aid for membership purposes. We share data with the British Olympic Association and the British Paralympic Association, Commonwealth Games Associations if you are selected for entry into competition that is relevant to them.

You will already be providing your personal information to UKAD because it is a requirement of the World Anti-Doping Code and Anti-Doping Rules. This personal information will be held by UKAD in accordance with the International Standard for the Protection and Privacy of Personal Information, which can be found at:

<https://www.wada-ama.org/en/resources/data-protection/international-standard-for-the-protection-of-privacy-and-personal>.

We also share your personal data with UKAD for the purposes of implementing and ensuring compliance with the National Anti-Doping Policy and the Anti-Doping Rules.

We do not routinely share your personal data with the following organisations, but we have a legal obligation to share it when requested: the Police, NHS, Government bodies e.g., the Department of Work & Pensions, Local Authorities, and the Gambling Commission (Sports Betting Integrity Unit).

### General Information for Media and PR purposes

UKA may publish media guides including simple athlete information for use by the media, whether annually, online, or where appropriately requested. These details are usually limited to your name and a photograph but may contain and/or carry a link to public domain or non-sensitive information from your online biographies.

### Publication of basic athlete and events performance data

The publication of and reporting on results and events in the public domain, by and for the media, including limited biographical and performance information, is permitted under data protection law. The UKA supported national rankings website, [Powerof10](https://www.thepowerof10.info), will hold (and as necessary publish online) your name, gender, date of birth (and/or age group), county, region, the name of your current/past coach(es), a photograph (if provided by you) and your current/historical performance data.

Naturally it is in the interests of all concerned to ensure this information as published is accurate and up to date. Your personal record can be amended, and various data be removed/amended at your own request by contacting [admin@thepowerof10.info](mailto:admin@thepowerof10.info).

## Your Consent

Some of your personal data, notably the medical data, is legally considered “special category” data. It is generally required that we have your explicit consent to process this data, the exceptions to

this are set out in the table above. If the data is anonymised, for example when used for research purposes, you can no longer be identified, and we then use a legal basis of scientific research. This will only be done when processing is necessary, proportionate to the aim pursued, and only where specific measures are in place to safeguard your fundamental rights.

**Please sign and date the declaration below**

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I have read this privacy notice and understand that I need to provide my explicit consent for the processing of Special Category personal information about myself. I hereby grant UK Athletics explicit consent where it is required to process Special Category data about me in the manner and for the purposes set out in this privacy notice.

I understand that I may withdraw this consent at any time but in doing so, I may cease to be under the Team Member Agreement.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_