

2017 Athlete Representative Handbook



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Athlete Representatives - Activity

An Athlete's Representative is any individual who advises or assists athletes in the planning, arranging and negotiation of their athletic programme.

Whilst UKA have no jurisdiction over agreements made between the Athlete and Athletes' Representative. It is advised that the athlete and Athlete Representative ensure the agreement between both parties is a legal and is a bonfide document.

UKA will not recognise an Athlete Representative who has not registered with UKA. An athlete must take all reasonable steps to satisfy themselves that any person carrying out or seeking to carry out any Athlete related activity, whether directly or indirectly, is an Authorised Agent.

Athlete Representatives - Registering

Any individual who would like to represent an athlete must register directly with UKA by completing the necessary forms obtained from the Competitions Department. UKA will seek to determine whether the potential Athlete Representative is of good character. Potential Athlete Representatives will be asked to disclose any past financial disputes or bankruptcy. All potential Athlete Representatives will be asked to agree to the Rule 7 S 1 within the UKA Rules for Competition.

Athlete Representatives will be asked in December to re-confirm their UKA status and athletes they represent. The validity of a license is 5 years, after this period it must be renewed.

Athletes' Representatives - Media

All Athletes' Representatives will have their details listed on the UKA website within the Media section unless instructions are sent not to do so.

All Athletes' Representatives will be entitled to apply for accreditation to Televised and non-televised athletic events. Accreditation is not an entitlement and seating will only be provided within the designated athlete seating. Access to the warm up arena will be at the Meeting Director's discretion. Accreditation will only be provided to Athlete's Representatives registered with UKA and not Athlete Representative's Assistant's unless there has been a prior agreement made.

Please request and read the Policy and Procedures for Athlete Representatives from the Meeting Director for televised events.



Athlete Representatives Role

IAAF Standard Athlete - Athlete Representative Agreement

1) General Principles

This Agreement is entered into pursuant to and in accordance with the IAAF's Athletes' Representatives Regulations (hereinafter the "Regulations") which may be amended thereafter from time to time. The Athlete and the Representative shall be bound by the Regulations and by this Agreement, including the Terms and Conditions set forth as Schedule

C to the copy of the Standard Agreement that appears on the IAAF Website on the date stated above (the "Terms and Conditions").

2) Services and Fees

The Representative is hereby retained by the Athlete to represent, advise, counsel and assist the Athlete subject to this Agreement, including its Terms and Conditions. The

Athlete agrees to pay the Representative for services performed the fees set forth in Schedule "A" attached hereto. Any other services that may be agreed to by the parties are

set out in Schedule "B" attached hereto.

3) Term

This Agreement shall begin on the date hereof and, unless renewed, shall continue in effect only until December 31st of the year it is executed; provided, however, that the

Agreement shall immediately terminate due to any of the events as set out in the Terms and

Conditions, if they occur.

4) Option to Renew

In the month of September, the Representative may notify the Athlete that this Agreement will be renewed for the following calendar year unless, on or before December 1st, the Athlete has notified the Representative in writing that the Athlete has chosen not to renew the Agreement. The notifications given under this paragraph must be in writing and must be documented with written evidence of receipt. (It shall be the responsibility of the Representative to prove service of the Notice of Renewal upon the Athlete). Upon the expiration of this Agreement, the Representative shall cease all activities on behalf of the Athlete. In the event of a renewal the Regulation and the Terms and Conditions in effect as of January 1st of the Renewal Term shall be applicable.

5) Notice

All notices pursuant to this Agreement shall be effective if sent by certified mail, postage prepaid, to the addresses hereinbefore provided.

6) Entire Agreement

This Agreement sets forth the entire agreement between the parties, supersedes any and all prior agreements (oral and written) and there are no undisclosed agreements or understandings of any kind. The Agreement cannot be amended or changed orally and any written addenda, amendments or changes shall be effective only to the extent that they are consistent with the terms of this Agreement- (including the Terms and Conditions), and the Regulations. This contract may not be assigned without the express written consent of all parties, which consent may not be unreasonably withheld.

7) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____ (the Country or Territory of the IAAF Member Federation of the Athlete or the Representative). This contract should be signed in triplicate. One (1) original copy must be promptly delivered by prepaid certified mail by the Representative to the IAAF Member Federation of the Athlete within forty-eight (48) hours of its execution; one (1) original copy must be promptly delivered by the Representative to the Athlete; and one (1) original copy should be retained by the Representative.



Athletes' Representatives – Rule 7 S 1

RULE 7 S 1, UKA SUPPLEMENT - ATHLETES' REPRESENTATIVES (PREVIOUSLY UKA RULE 11)

(1) An athletes' representative is any individual who advises or assists athletes in the planning, arranging and negotiation of their athletic programme.

(2) UK Athletics shall authorise, register and have jurisdiction over all Athletes' Representatives acting within its territory, under the terms of IAAF Rule 7, together with any Regulations and Guidelines published by UKA. UK Athletics will only authorise individuals to be Athletes' Representatives.

(3) No athlete is permitted to use the services of any Athletes' Representative not authorised by UKA and any athlete who does so may be subject to sanctions in accordance with UKA and/or IAAF Rules together with any Regulations made there under. Athletes' Representatives require authorisation from UKA when acting as an Athletes' Representative in relation to any athlete, whether or not the athlete concerned is subject to the jurisdiction of UKA or competing within the United Kingdom.

(4) UK Athletics shall establish such procedures as it thinks fit for the authorisation and regulation of Athletes' Representatives. UKA shall be empowered to withdraw, cancel or suspend the authorisation of any Athletes' Representative and all authorised Athletes' Representatives shall comply with such direction(s) that UKA may issue from time to time.

(5) Athletes may use the services of any authorised Athletes' Representative with the prior consent of UKA but no such consent shall be granted and no Athletes' Representative shall receive authorisation unless a contract exists between the athlete and his/her Representative which contains the minimum terms set out in the Guidance Notes issued both by the IAAF and UKA referred to in paragraph Rule



Clean Athletics

IX. ATHLETE INELIGIBILITY FOR INTERNATIONAL AND DOMESTIC COMPETITIONS

A. Rules 22 and 23 of the 2016 – 2017 IAAF Competition Rules govern athlete ineligibility for competitions.

B. Rule 22 of the 2016 – 2017 IAAF Competition Rules reads as follows:

1. the following persons shall be ineligible for competitions, whether held under these Rules or the rules of an Area or a Member.

Any athlete, athlete support personnel or other person:

(a) whose National Federation is currently suspended by the IAAF. this does not apply to national competitions organized by the currently suspended Member for the Citizens of that Country or territory;

(b) who has been provisionally suspended or declared ineligible under the rules of his National Federation from competing in competitions under the jurisdiction of that National Federation, in so far as such suspension or ineligibility is consistent with these Rules;

(c) who is currently serving a period of provisional suspension from competition under these Rules;

(d) who does not meet the eligibility requirements set out in Rule 141 or the Regulations thereunder;

(e) who has been declared ineligible as a result of a breach of the Anti-Doping Rules in Chapter 3;

(f) who has been suspended or banned by the ethics Commission for a violation of the Code of ethics, pursuant to the Statutes of the ethics

Commission;

(g) who has been declared ineligible as a result of conduct specified in Rule 23.

2. if an athlete competes in a competition when not eligible to do so under

Rule 141 or the Regulations thereunder, without prejudice to any other disciplinary action that may be taken under the Rules, the athlete and any team for which the athlete competed shall be disqualified from the competition with all resulting consequences for the athlete and the team, including the forfeiture of all titles, awards, medals, points and prize and appearance money.

3. if an athlete competes (or an athlete support personnel or other person participates) in a competition, whether held under these Rules or the rules of an Area or Member, whilst ineligible to do so under the Anti-Doping

Rules in Chapter 3, the consequences set out in Rule 40.11 shall apply.

4. if an athlete competes (or an athlete support personnel or other person participates) in a competition, whether held under these Rules or the rules of an Area or Member, whilst ineligible to do so under any other Rule, the period of his ineligibility shall recommence from the time he last competed as though no part of a period of ineligibility had been served.

C. Rule 23 of the 2016 – 2017 IAAF Competition Rules reads as follows:

1. Any athlete, Athlete Support Personnel or other person:

(a) who takes part in an athletics competition or event in which any of the competitors were, to his knowledge, suspended from participation or ineligible to compete under these Rules, or which takes place in a Country or territory of a suspended Member. this does not apply to any athletics competition which is restricted to the Masters' age group (in accordance with Rule 141);

(b) who takes part in any athletics competition which is not authorized in accordance with Rule 2 (Authorization to Stage Competitions);

(c) who contravenes Rule 4 (Requirements to Compete in international Competitions) or any Regulations made thereunder;

(d) who contravenes Rule 5 (eligibility to Represent a Member) or any Regulations made thereunder;

(e) who contravenes Rule 6 (Payments to Athletes) or any Regulations made thereunder;

(f) who contravenes Rule 7 (Athletes' Representatives) or any Regulations made thereunder;

(g) who contravenes Rule 8 (Advertising and Displays during international Competitions) or any Regulations made thereunder;

(h) who commits a breach of any other Rule (other than as set out in Rule 60.2) may be declared ineligible under this Rule 23.

The Disclosure Barring Service (DBS)

The Disclosure and Barring Service (**DBS**) helps employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups, including children. It replaces the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA).

UKA DBS

Once you decide to go ahead and process your application with UKA, you will receive a UKA system login.

This is a **mandatory** requirement for UKA Athlete Representatives.

All UKA DBSs are now completed online through www.englandathletics.org/myprofile.

The cost of the DBS is £44.00 and can be paid via cheque or bank transfer.

We can accept DBS Certificates through different organisations but they need to be registered with the DBS Update Service within 19 days of certificate being issued.

For more info on the Update Service:

<https://www.gov.uk/government/publications/dbs-update-service-applicant-guide/dbs-update-service-applicant-guide>.

References

UKA asks for two professional references which cannot be athletes you wish to represent. UKA will seek to determine whether the potential Athlete Representative is of good character. UKA has the right to refuse applicants if they are not deemed to be of good character by the applicant's references or other mitigating circumstances.

Proof of Financial Position

An Athlete Representative shall serve and protect the best interest of the Athlete at all times, which shall include but not limited to notifying the athlete of all material facts in relation to any financial transaction or contract negotiation(kit).

An Athlete Representative must agree with the Athlete the percentage of any deduction made from prize or appearance fee's with relation to competitions.

UKA will request evidence that there is no adverse credit history against any bank accounts that may be held in the name of the applicant. It will also request approval from the applicant's bank or building society that the applicant has never been bankrupt or had any serious financial issues.

The role of an Athlete Representative can potentially lead to arranging and managing transactions of large sums of money and this supporting evidence is necessary before an application can proceed.





IAAF Representative

In November of each year the IAAF will publish a list of both male and female athletes in the Top 30 of the IAAF rankings.

IAAF Athlete Representatives are recognised as part of the IAAF family and will be treated as such.

IAAF Athlete Representatives will have their personal details alongside athletes that they represent printed in the Directory of Athletes' Representatives

Any UKA Athlete's Representative who represents an athlete in the Top 30 is entitled make an application with the authorisation of UKA with the IAAF.

Since October 2011, the IAAF has implemented a new process for registering as an IAAF Athlete Representative. All potential Athletes' Representatives and registered athletes are requested to sign an Athletes' Representative contract directly with their Federation. Authorisation is still required from the IAAF.

Any Athletes' Representative who has not had seven consecutive years listed as an IAAF Athletes' Representative will be required to sit an examination in December of that year.

All IAAF family members will be entitled to accreditation for Olympic, World and European Athletic events.

All IAAF family members will be entitled to discounted accommodation within the IAAF family hotel.

IAAF Athlete Representative Exam

Every applicant must pass the IAAF Athlete Representative Exam in order to be authorized as an Athlete Representative, unless otherwise exempt.

The IAAF has sole control over the dates this exam is offered; however, the exam has been given in conjunction with the USATF Annual Meeting in the past. Please note, however, the IAAF will only offer the exam in even numbered years going forward (i.e. 2016, 2020, etc.).

The IAAF has sole control over the dates of the exam offered. The exam takes place once every 4 years. The Examination, in English, will consist of 48 multiple answer questions to be completed in 2 hours. The pass mark is 75%. The questions will consist of general knowledge questions about Athletics and the IAAF and more specific questions on the latest version of the following IAAF Rules and Regulations.

Once an applicant has passed the IAAF Athlete Representative exam, there is no need to take the exam again unless the Athlete Representative allows his/her authorization to lapse. After such time, the IAAF may require that the applicant take and pass the IAAF Athlete Representative Exam again.

Additional details about the exam will be provided to new applicants once a completed application is received.

Useful Links

International Olympic Committee:

<https://www.olympic.org/fight-against-doping>

United Kingdom Athletics Clean Athletics:

<http://www.britishathletics.org.uk/cleanathletics/>

United Kingdom Anti-Doping:

<http://www.ukad.org.uk/education/support-personnel/>

United Kingdom Rules of Competition:

<http://www.britishathletics.org.uk/competitions/rules/>

World Anti-Doping Agency:

<http://www.wada-ama.org/en/World-Anti-Doping-Program/>

IAAF Athlete Representatives:

<https://www.iaaf.org/athletes/athlete-representatives>

IAAF Anti-Doping:

<https://www.iaaf.org/about-iaaf/documents/anti-doping>

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