

**IAAF TERMS AND CONDITIONS**

*(To be included in the Regulations relating to Standard Athlete – Athlete's Representative Agreement.)*

It is understood that all Standard Athlete – Athlete's Representative Agreements shall include the following Terms and Conditions which the Athlete and Athlete's Representative agree to be bound by:

**1. General Principles**

The Representative represents that all the affiliated Authorized Athlete's Representatives who perform services thereunder have read and familiarized themselves with the Regulations and have applied for and have received approval from the Athlete's IAAF Member Federation. The Representative will act as a fiduciary on behalf of the Athlete in performing services pursuant to the Agreement.

If the Representative is an entity, all affiliated Authorized Athlete's Representatives who perform services for the Athlete thereunder shall be personally bound to perform such services in accordance with the provisions of the Agreement. One of the Authorized Athlete's Representatives shall sign the Agreement as Principal Authorized Athlete's Representative.

**2. Representations**

The Representative represents that in advance of executing of the Agreement, the Principal Authorized Athlete's Representative has been duly approved as an Athlete's Representative by the Athlete's IAAF Member Federation. The Athlete acknowledges that the registration of an Authorized Athlete's Representative is neither a recommendation of the Representative nor a warranty by the IAAF or the IAAF Member Federation of the Representative's or the Authorized Athlete's Representative's competence, honesty, skills or qualifications.

The Representative and the Principal Authorized Athlete's Representative must inform the Athlete either that he/she:

- a. represents or has represented; or,
- b. does not represent and has not represented an IAAF Member Federation or IAAF management personnel in matters pertaining to their employment by or association with any Federation or with the IAAF.

(If the Representative responds in the affirmative, the Representative must attach a written addendum to the Agreement listing names and positions of those management personnel or IAAF personnel represented.)

**3. Services**

The Representative is hereby retained by the Athlete to represent, advise, counsel and assist the Athlete subject to the terms and conditions of the Agreement and the Athlete hereby authorizes the Representative:

- a. to arrange the participation of the Athlete in an Athletics meeting including the negotiation of the Athlete's fee for such participation and for any promotional appearances ancillary to such appearances;
- b. to maintain and enforce the Athlete's rights following execution of a contract on behalf of the Athlete;
- c. to investigate and negotiate sponsorship arrangements and endorsement contracts on behalf of the Athlete; and
- d. to take reasonable measures to discover and investigate new business opportunities on behalf of the Athlete;
- e. to provide such other services as may be agreed to by the parties.

In performing these services, the Representative agrees to act in such a manner as to ensure the effective representation of the Athlete and to at all times protect the best interests of the Athlete. The Representative further agrees to comply fully with all applicable IAAF rules and regulations.

It is understood and agreed that the Representative shall not have the authority to bind or commit the Athlete in any manner without prior consent of the Athlete. In the event consent is orally given by the Athlete, the Representative shall provide written confirmation of the consent within a reasonable time. In no event shall the Representative execute an agreement for, or on behalf of, the Athlete.

In performing these services, the Representative will act in a fiduciary capacity on behalf of the Athlete and will act in such manner as to protect the best interests of the Athlete and to assure effective representation of the Athlete in individual contract negotiations. The Representative shall be the exclusive representative for the purpose of negotiating contracts for the Athlete as herein provided.

If the Athlete has entered into any other agreements or contracts with the Representative or any affiliated Authorized Athlete's Representative relating to services other than as specifically set out (e.g., financial advice, tax preparation) the nature of such other services covered by the separate agreements must be described.

It is understood that the Representative of the Athlete acknowledged that the Athlete was given the opportunity to enter into any of the agreements described in Paragraph 3e) above and the Standard Athlete - Athlete's Representative Agreement, without the signing of one agreement being conditioned upon the signing of any of the other agreements.

#### **4. Representative's Fees**

The fees to be paid pursuant to the Agreement by the Athlete to the Representative for services performed the fees set forth in Schedule "A" attached hereto in the manner and at the times referred to therein. The fees to be paid by the Athlete to the Representative and the due date for payment must be specified in precise terms. For example, if the Representative is to be paid a percentage of the compensation to be received by the Athlete, the percentage amount(s) must be set forth. Furthermore, it is not sufficient for Schedule "A" to specify when an Athlete will be invoiced for fees without also specifying in Schedule "A" when such invoices are due and payable.

There shall be no entitlement to interest on outstanding fees unless Schedule "A" explicitly provides for same.

The Representative shall not be entitled to receive any fee pursuant to the Agreement until the Athlete receives the compensation upon which the fee is paid.

In no event shall the Representative accept, directly or indirectly, payment of his fee from a Meeting Organization or Organizer. This does not prohibit the Representative from deducting the fee from funds received on behalf of the Athlete so long as the balance of funds, after fee deduction, is paid to the Athlete. Further, the amount of the Representative's fee shall not be discussed by the Representative with, or otherwise disclosed to, a Meeting Organization or Organizer with whom the Representative is negotiating on behalf of the Athlete or with any other person whatsoever, nor shall the Representative or the Athlete negotiate or secure an agreement from a Meeting Organization or Organizer respecting the amount of the Representative's fee.

#### **5. Expenses**

The provisions of Schedule "A" shall be applicable to all expenses incurred by the Representative in the performance of the Agreement.

##### **a. General**

- i) Except as set forth in Schedule "A", all expenses incurred by the Representative in the performance of the Agreement shall be solely the Representative's responsibility and shall not be reimbursable by the Athlete. In the event that Schedule "A" provides for reimbursement of expenses (including reasonable and necessary travel expenses) it shall be limited to expenses actually incurred by the Representative in the performance of the Agreement. Any expense in addition to reasonable charges for photocopying, facsimile, long distance telephone, and courier charges must be approved of in advance by the Athlete to be reimbursable. All reimbursable expenses must be documented by the Representative and the Athlete agrees to pay such expenses within thirty (30) days of receipt of detailed expenses in connection with said services. Nothing in this subparagraph shall relieve any individual of, or derogate from, the certification requirements of the Regulations.

## **6. Duties of the Representative**

The duties of the Representative shall include the following:

- a. To perform the Agreement of representations with reasonable care and skill;
- b. To be knowledgeable with regard to the athletics calendar of events and to assist, together with the Athlete's coach, club and IAAF Member Federation, in planning, arranging and negotiating the Athlete's competition schedule;
- c. To comply with all applicable rule and regulations of the IAAF and the Athlete's IAAF Member Federation;
- d. To help ensure that the Athlete complies with all applicable IAAF Rules on eligibility and in particular, without restricting the generality of the foregoing; to recognize and abide by all rules and regulations of the IAAF relating to doping and betting;
- e. To act only with the Athlete's express consent and to keep the Athlete fully informed of all dealings or arrangement made on the Athlete's behalf;
- f. To represent the Athlete in a manner which does not bring the sport or the Athlete into disrepute;
- g. To use appropriate efforts to ensure that the Athlete receives all taxation documents verifying the payment of any tax that has been deducted by the payor of any amounts paid to the Athlete. When Meet Organizers do not supply tax forms, to inform the IAAF and to ask the IAAF to assist in ensuring appropriate tax certificates are provided by Meet Organizers;
- h. To avoid conflicts of interest, whether or not disclosed;
- i. To take all reasonable steps to collect, or arrange for the collection of, all fees negotiated by the Representative on behalf of the Athlete. The Representative shall be obliged to take all such steps to ensure collection, but shall not be liable in default if third parties fail to pay fees agreed with the Representative; and
- j. To pay all and any sums due under the Agreement in a timely fashion. Unless authorized to do so by the Athlete's Member Federation, the Representative will not enter the Athlete in any competition that conflicts with any of the following events for which the Athlete has been selected to compete by the Athlete's Member Federation or National Olympic Committee: World Championships, Area or Regional Championships or Games, National Championships or Games, World or Area Cups, and the Olympic Games.

## **7. Duties of the Athlete**

The Athlete has the following duties under the Agreement:

- a. To keep the Representative fully informed of the Athlete's competition schedule and where appropriate, of relevant financial and commercial interests;
- b. To keep the Representative and the IAAF fully informed of the Athlete's whereabouts;
- c. To appear and compete at all and any meetings to which the Athlete has been properly committed by the Representative unless precluded from doing so by injury or wholly exceptional circumstances;
- d. To comply with all IAAF rules and regulations and all rules and regulations of the Athlete's IAAF Member Federation concerning Representatives;
- e. Where a Representative has negotiated, or an Athlete has agreed, to promote an event, to participate in all reasonable promotional efforts required by any Contract which the Athlete and the Representative have agreed to;
- f. To pay all and any sums due under the Agreement in a timely fashion.

The Athlete will not employ, engage or permit any third party to act or hold themselves out as having authority to negotiate for the Athlete with respect to matters covered by the Agreement.

Unless authorized to do so by the Athlete's Member Federation, the Athlete will not enter any competition that conflicts with any of the following events for which the Athlete has been selected to compete by the Athlete's Member Federation or National Olympic Committee: World Championships, Area or Regional Championships or Games, National Championships or Games, World or Area Cups, and the Olympic Games.

## **8. Term**

The Agreement shall begin on the date hereof and, unless renewed, shall continue in effect only until December 31<sup>st</sup> of the year it is executed; provided, however, that the Agreement shall immediately terminate:

- a. Upon the Principal Authorized Athlete's Representative's ceasing to be employed or retained by, or ceasing to otherwise be affiliated with the Representative;
- b. If the Representative is declared bankrupt, is insolvent, or makes a composition for the benefit of his creditors;
- c. If the Principal Authorized Athlete's Representative has his registration suspended or revoked by the Athlete's IAAF Member Federation or if he is otherwise prohibited by the Athlete's IAAF Member Federation from performing the services agreed upon;
- d. If the Athlete or Athlete's Representative is found to have committed a doping offence under the IAAF Rules and Regulations or those of a Member Federation; or
- e. By mutual agreement.  
The termination of the Agreement shall not affect or limit the liability of the Representative for any act or omission of the Representative arising prior to the date of such termination.

Upon the Agreements being terminated pursuant to either a) or b) of the above provision, the Representative shall be entitled to be compensated for the reasonable value of the services previously performed based upon the fee schedule contained in Section 4 above. The Representative shall be entitled to and compensated for continuing fees for services rendered during the period of the Agreement, including all fees or commissions on any sponsorship, endorsement, or other commercial agreement(s) that the Athlete has entered into during the term of the Agreement, and any extensions of any such agreement(s) resulting from the exercise of an option included in the agreement(s).

Upon the Agreements being terminated pursuant to 8 c) of the above provisions, the Representative shall forfeit the right to receive any further fees and shall refund a pro rata portion of

any advance fee payment received from the Athlete relating to compensation received by the Athlete following the suspension, revocation or other prohibition by an IAAF Member Federation.

## **9. Disputes**

Any and all disputes between the Athlete and the Representative involving the meaning, interpretation, application and enforcement of the Agreement and the obligations of the parties under the Agreement shall be resolved exclusively through the arbitration procedures existing under the laws of the country as set out in Section 7 of the Agreement. When an IAAF Member Federation has provided for compulsory mediation, the Athlete and the Representative shall comply with the said mediation procedures prior to arbitration. In the event there are no rules or laws relating to arbitration procedures of the Athlete's IAAF Member Federation or under the laws of the applicable country, the IAAF Regulations relating to disputes shall then govern. The decision pursuant to the applicable arbitration procedures shall be final. In no event shall either the Athlete or Representative pursue any further remedy including commencing any action in any civil court.

## **10. Disclaimer**

It is understood and acknowledged by the parties that the Athlete and the Representative have voluntarily entered into the Agreement and it is agreed that the Athlete and the Representative will save and hold harmless the IAAF Member Federation, its officers, employees, and representatives (the "Indemnitees") from any and all liabilities, damages, costs and expenses whatsoever suffered by the Indemnitees or any of them with respect to any matter arising in connection with the Agreement or the representation of the Athlete by the Representative and/or the Authorized Athlete's Representative (if any). Any Indemnitee(s) shall be entitled to enforce the provisions of this indemnity as a third party beneficiary notwithstanding that such Indemnitee(s) are not a party to the Agreement.

The Athlete acknowledges and agrees that he has, by his own choice, selected the Representative to act on his own behalf and has satisfied himself as to the Representative's ability to do so. Further, the Athlete agrees that the IAAF Member Federation shall not have any liability to the Athlete by virtue of having registered the Representative or any affiliated Authorized Athlete's Representative.

## **11. Confidentiality**

The Representative agrees to keep and hold in confidence all matters relating to the Athlete's affairs, whether coming to his attention in the course of performing his duties under the contract or otherwise, both during the terms of the contract and after it has terminated, whether by effluxion of time, breach, or any other reason, unless authorized to disclose these matters by the Athlete. The Representative agrees to obtain an assurance of confidentiality from the IAAF Member Federation when the IAAF Member Federation receives a copy of the Agreement.

It shall not be a breach of the paragraph above for the Representative to disclose to the IAAF Member Federation or the IAAF any matters relating to the Athlete's eligibility or to alleged breaches of anti-doping rules and regulations or any incidence of betting committed by the Athlete.

It shall not be a breach of the Representative's obligations of confidentiality if and to the extent that disclosure of information is required by law.

## **12. Non-Exclusivity**

The Representative and affiliated Authorized Athlete's Representatives may perform services for other athletes and other individuals. Nothing contained herein shall be deemed to restrict the Representative's right to represent others and to solicit other clients, including athletes who may compete against the Athlete.

## **13. Construction**

All references herein to the masculine gender shall also include references to the feminine gender.