

BRITISH ATHLETICS TEAM.

TEAM MEMBERS' AGREEMENT – STAFF

As a staff member selected to represent the British Athletics Team (the “Team”) your behaviour will reflect on your governing body (i.e. UK Athletics (“UKA”)), the Team and the sport as a whole. Accordingly you must agree to conduct yourself in a proper manner at all times while participating in Team activities and any other commercial and media activities.

This document applies equally to employed, contracted and volunteer staff, and to all functions within the Team (i.e. coaching, medical, therapy, science, media and management). It also applies to Personal Coaches who may be offered a package of support (including accreditation) for a major championships by UKA.

All staff selected for a Team are required to accept the terms and conditions of the Agreement (at section 8 below) and return a signed copy to UKA (either electronically or hard-copy) IN ADVANCE of travel.

Staff members (including Personal Coaches) will often be part of multiple Teams each year. As such, once you have signed the Agreement, you will be bound by its terms and conditions for any subsequent competitions within the same calendar year (up to 31 December). During this period, the requirements outlined in the Agreement will be in force during the period(s) in which staff travel as part of the Team (i.e. commencing on departure for the holding camp/competition and ending two days after completion of the final event). Staff will be asked to re-sign the up-to-date Agreement in place for each subsequent years in which they are selected as Team staff.

Staff who fail to sign the Agreement prior to any relevant travel will have their offer of selection withdrawn and any travel/accommodation arrangements cancelled. In exceptional circumstances (and at the sole discretion of UKA), staff who fail to sign the Agreement may still be permitted to travel, but must sign the Agreement prior to being issued accreditation for the relevant championships (when it will be subsequently withdrawn if the Agreement is not signed).

As a staff member selected to the Team, it is therefore your responsibility to read the Agreement, and to understand your obligations. Failure to read this document is not an excuse. As such, all staff are advised to take their own independent legal advice before signing this Agreement.

1. **Team Member Benefits** – Following selection to the Team you will be entitled to receive the following benefits:
 - a. administration of your accreditation (and/or warm-up passes subject to availability) as part of the Team to IAAF/EA/WPA events and the provision of reasonable administration services;
 - b. Team uniform and clothing as determined by UKA;
 - c. access to the Team holding/altitude camp(s) if being held;
 - d. travel logistics as follows:
 - i. for Team staff – reasonable travel arrangements between the UK (or other location if agreed in advance by the relevant Team Leader), the Team holding camp(s) (where applicable) and the event location. Team staff (not including Personal Coaches – see below) will usually be required to travel on specific flights as part of their Team duties – permission to do otherwise must be gained in advance from the Team Leader;
 - ii. for Personal Coaches (exact provisions will differ between competitions – the Personal Coach policy for the relevant championships will take precedence over this document regarding provision of travel services):
 1. Full support package – reasonable travel arrangements between the UK (or other location if agreed in advance by the relevant Team Leader), the Team holding camp(s) (where applicable) and the event location to coincide with the relevant athlete travel; OR
 2. Accreditation only package – no support will be available with financing or arranging domestic/international travel (unless advised otherwise in advance).

- e. accommodation arrangements as follows:
 - i. for Team staff – accommodation, on a twin occupancy, full-board basis, at the Team holding/altitude camp(s) if being held, and/or in the Team hotel/multi-sport accommodation at the championships venue;
 - ii. for Personal Coaches (exact provisions will differ between competitions – the Personal Coach policy for the relevant championships will take precedence over this document regarding provision of accommodation services):
 - 1. Full support package – accommodation, on a twin occupancy, full-board basis, at Team holding/altitude camp(s) if being held, and/or in the Team hotel/multi-sport accommodation (or PC hotel if applicable) at the championships venue; OR
 - 2. Accreditation only package – no support will be available with financing or arranging accommodation (unless advised otherwise in advance).
- f. management of media requests and/or interest during the competition;
- g. access to specialist advice from the UKA medical, management and anti-doping teams; AND
- h. insurance cover under the UKA insurance policy as set out on the British Athletics website (<http://www.britishathletics.org.uk/governance/insurance/>). Note: the policy does not include personal accident, motor vehicle or independent training cover (including separate holding camps), therefore separate insurance should be taken out if required.

2. Clean Athletics

- a. Subject to the terms of this clause, if an Anti-Doping Authority (as defined in clause 2.b. below) determines that you have committed an anti-doping rule violation which is deemed to be Serious in accordance with clause 2.c. 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").
- b. For the purposes of clause 2.a. above, each of the following is an Anti-Doping Authority:
 - i. the World-Anti Doping Agency;
 - ii. UK Anti-Doping;
 - iii. a National Anti-Doping Panel tribunal;
 - iv. a Disciplinary Committee appointed by UKA under the UKA Anti-Doping Rules; and
 - v. a sporting authority in or outside the United Kingdom whose decision is recognised by the World Anti-Doping Agency.
- c. An anti-doping rule violation to which all of the following apply is automatically deemed to be Serious for the purposes of clause 2.a. above where:
 - i. 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**
 - ii. 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):
 - 1. No Fault or Negligence, or no Significant Fault or Negligence (as defined by the WADA Code); or
 - 2. "other circumstances of the case"; **and**
 - iii. 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**
 - iv. UKA has not waived the application of clause 2.a. 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.
- d. If you are made Permanently Ineligible for selection pursuant to paragraph 2.a. above, you have the right to bring an appeal in accordance with the Appeals Procedure set out at Schedule 1 to this Agreement (but not otherwise). The Appeals Procedure forms an operative and legally binding part of this Agreement.
- e. 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.

3. Team Member Obligations – Following selection to the Team, you agree to:

- a. make a positive commitment to supporting and achieving the aims and objectives of UKA and the Team;
- b. pursuant to paragraph 2 above, abide by all anti-doping rules and regulations at all times;
- c. conduct yourself in a correct and proper manner that portrays the sport in a positive light and does not bring you, UKA, the Team, the sport, the National Lottery, UK Sport, nor any commercial partner into disrepute;
- d. project a favourable and positive image of the sport and the UKA support programmes (including the WCP) by adopting high standards of behaviour when carrying out duties in relation to the Team;
- e. maintain high standards of conduct and behave in a manner that shows proper respect for athletes and other Team staff when training, competing, coaching or residing in the Team hotel or multi-sport accommodation;
- f. refrain from any 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 Team membership;
- h. strictly maintain the appropriate level of confidentiality (as determined by your role) regarding internal Team matters and not divulge anything to external parties (particularly competing athletes/coaches/nations and/or non-approved media contacts) which may compromise performance advantage of any Team Member and/or personal right to confidentiality (including any associated impact on the 2018 Data-Protection Act);
- i. to the best of your abilities, fulfil the specific role for which you have been invited to be a Team staff member as directed by the following relevant individual(s):
 - i. Team coaches – as directed by the Team Leader (or delegated to event specific lead coaches where relevant);
 - ii. Personal coaches – as directed by the Team Leader (or delegated to event specific lead coaches where relevant);
 - iii. Medical/therapy/science staff – as directed by the lead Team Medical Officer (or Team Leader if no Medical Officer present);
 - iv. Media officers – as directed by the Team Leader (in consultation with the Team Managers and/or UKA media department); OR
 - v. Team mangers – as directed by the Team Leader (or delegated to lead Team Manager).
- j. make every effort to assist Team staff in additional duties where required (particularly following conclusion of your core role), and/or if specifically requested by the Team Leader and/or Team Manager(s);
- k. unless directed otherwise by the Team Leader or the Team Medical Officer, not treat athletes, with the exception of an emergency and only when you are suitably trained to do so. All medical and therapy treatment should be performed by the British Athletics medical team in the designated medical and therapy areas. If you consider it would be appropriate for you to treat a member of the team you should discuss this prior to travel with the Chief Medical Officer, or the lead of the medical team, and you should forward the appropriate supporting documentation / qualifications, as a clinical governance requirement, to the Medical Operations and Clinical Governance Manager;
- l. take personal responsibility for elements of Team activity when required or asked to do so by a member of Team Management (including the Team Leader). This includes:
 - i. responsibly and respectfully communicating with the relevant Team staff if you are unhappy about any element of Team operations (or know that someone else is);
 - ii. being organised and on time for all travel, training and events (if you miss the 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 Team Members, and not take (nor fail to take) and any action that would place their physical or mental wellbeing at risk. Specifically, this includes participation in any activities known to be associated with risk of injury (such as – but no restricted to – riding motorbikes, skiing or extreme sports such as sky diving or bungee-jumping);
 - iv. ensuring you take responsibility to tell fellow Team members if you think their behaviour is unacceptable or indicating such to a member of Team staff; AND

- v. ensuring that you and others do not, at any time, engage in any illegal or irresponsible activities.
- m. Take all reasonable steps to ensure (as much as is reasonably possible) your own physical and mental health and wellbeing prior to and whilst travelling with the Team. You also agree to notify the Team Leader and/or Team Medical Officer (if present) immediately if your health is compromised to the extent that it may impact on your ability to fulfil your role on the Team.
- n. unless being offered an accreditation only package, travel with the Team on pre-arranged flights and stay in Team accommodation unless alternative arrangements have been agreed with the Team Leader (changes will only be made in exceptional circumstances);
- o. undertake an enhanced Disclosure and Barring Service (“DBS”) check and submit to UKA. The UKA Performance team will work with staff to ensure your DBS is in date and you will be expected to provide any additional documentation required as part of this process;
- p. wear official (and only current) Nike Team kit (excluding footwear and equipment products including without limitation eyewear and sports timing devices) as outlined below:
 - i. during international travel to/from competition/holding camp venue, including assembly at a UK airport and domestic travel on arrival/departure at/from the holding camp/competition venue;
 - ii. holding camp media open days;
 - iii. at all times in public areas of the Team hotel/multi-sport accommodation (not including accommodation at a holding camp);
 - iv. at all times at the competition venue, including training venues, warm-up, stadium and post-event areas. Specifically, you agree not to cover or obstruct (intentionally or otherwise) any British Athletics, Nike, and/or UKA commercial partner logos on Team kit; AND
 - v. at any other time as reasonably directed by the relevant Team Leader.
- q. fully engage (and encourage/facilitate any athlete with whom you associate – with specific reference to Personal Coaches – to engage in) required Team media activity (which includes wearing Nike Team kit) as specified below (such commitments shall take precedence over any personal commercial arrangements unless approved in writing, in advance, by the Team Leader);
- r. keep your Nike Team kit as supplied by UKA in good condition for the two year cycle and not to modify it, attach anything to it, obscure or attempt to obscure any Nike/British Athletics branding, or deliberately damage it in any way whatsoever. You are also not permitted to sell, give away or swap any kit during this two year cycle, and all kit remains the property of UKA during this time; AND
- s. whilst on Team duty, not to publicise any personal sponsor that conflicts with UKA sponsor agreements or breaks with EA/IAAF/WPA rules. A full list of commercial partners can be found at <http://www.britishathletics.org.uk>.

Note: UKA recognise that many Personal Coaches will have contractual agreements with commercial partners which conflict with those of UKA and that strictly adhering to the requirements outlined in paragraph 3 (n to q) will present a challenge. Where such conflicts arise that may impact on a Personal Coach's ability to abide by the terms of the Agreement (and therefore sign up to the Agreement), UKA are committed to finding a common-sense solution which does not significantly impact on the relationships with the various commercial partners involved. However, such a solution must be agreed in advance, and remains at the sole discretion of UKA (with the relationship/requirements of UKA's commercial partners taking priority).

4. Behaviour when attending a competition as a member of a British Athletics 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 active role has 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. pay for any extras you incur at the Team hotel/multi-sport accommodation, such as phone bills, room service, dry-cleaning etc.;
 - iii. 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;
 - iv. maintain appropriate standards of conduct at any closing banquet/celebrations; AND use social media/blogging sites e.g. Twitter/Facebook in a positive light and, where appropriate, share your personal experience, whilst respecting the privacy of other individuals.
- c. At all times, you agree NOT to:
- i. appear in any public areas of hotels/multi-sport accommodation improperly or inappropriately dressed;
 - ii. consume alcohol whilst wearing Team kit. UKA accept that, particularly for long trips, staff may wish to consume alcohol whilst away with the Team. Such consumption by staff should be in moderation and in doing so not to break any other terms of the Agreement.
 - iii. discard or swap your Team kit. Your kit allocation is intended to last you for 2 years. Should you require further pieces of kit you may be asked to contribute to the cost of replacements; AND
 - iv. gamble on any event during a competition for which you are selected to represent the Team as a staff member (see separate rules, where applicable, for any relevant IAAF/EA/WPA competition regarding gambling).

5. Sanctions – UKA is serious in its commitment to high standards of behaviour amongst all Teams. Staff members who breach the Team Members' Agreement will be subject to sanctions as follows:

- a. Minor issues may be dealt with informally and may result in the imposition of sanctions commensurate to the seriousness of the misconduct (taking into account any history of misconduct by the staff member). Those sanctions may include:
 - i. direct billing for any damage caused or costs incurred;
 - ii. direct billing for re-arranged flights and transfers not agreed in advance; withdrawal or reduction of any Team Member Benefits (outlined in Section 1);
 - iii. withdrawal or reduction of any British Athletics Performance Bonus(es);
 - iv. immediate expulsion from the Team (including accreditation). The staff member concerned may be required to return home, at their own expense.
 - v. exclusion from all further British Athletics Teams either for an identified period of time or permanently; AND
 - vi. review of a staff member's employment and/or contractual status (if applicable).
- b. More serious issues or persistent minor misconduct may result in the initiation of formal disciplinary proceedings in accordance with the policy document "UKA Disciplinary Rules and Dispute Resolution and Disciplinary Procedures" adopted in November 2013 as amended from time to time (<http://www.britishathletics.org.uk/governance/policies/>).
- c. It shall be a matter for UKA's absolute discretion to decide for the purposes of determining the applicable disciplinary process whether misconduct is "minor", "more serious" or "persistent".

6. Welfare

- a. The Welfare Policy and Procedures, along with other supporting documents (including Clean Athletics/Anti-Corruption guidelines and Whistleblowing) can be viewed on the British Athletics website at <http://www.britishathletics.org.uk/governance/welfare-and-safeguarding/>;
- b. If you have any concerns regarding child welfare, please contact the following:
 - i. UK Athletics Lead Child Protection Officer, David Brown CBE dbrown@uka.org.uk or 07841 504 300;
 - ii. UK Athletics Welfare Officer & England Athletics Welfare Lead, Jane Fylan on jfylan@uka.org.uk or 07803 671 975;
 - iii. by post at Athletics Welfare PO Box 332, Sale, Manchester M33 6XL or telephone on 0121 713 8450.

7. Acceptance

I confirm that I have read the British Athletics Team, Team Members' Agreement – Staff (outlined above and in the attached Schedule 1), and agree to comply with my obligations (both now and in the future) as a member of the British Athletics Team.

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.

Initial Competition and Calendar Year

Signature of staff member

Print staff member name

Date

Schedule 1: The Appeals Procedure

The Appeals Procedure

1. This 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. 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 communication which you hereby agree includes (but is not limited to) oral announcement, telephone calls, written correspondence, text messages, email or fax.

The Appeals Panel

12. UKA shall establish an Appeals Panel made up of three 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 the third member of the Appeals Panel shall be Sarah Rowell.

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 IAAF.

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.