

Sports Law-for-All

No. 6

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NATIONAL FEDERATION-ATHLETE'S AGREEMENT

- Defining Rights and Responsibilities -

The Author proposes to National Federations (NFs)/ National Sports Associations (NSAs) and their Athletes the execution of written agreements that will define and outline their respective rights, responsibilities, duties and obligations. Below is a full Athlete's Agreement that can serve as template, sample, draft, reference material or guide for interested parties. The clauses and provisions contained therein capture the Author's positions and advocacies. This draft was submitted by the Author as his assignment in an online course on Sports Law by the Center for Professional Education, The University of Texas at Austin.

20 Questions and Corresponding Sections

No.	Questions	Sections
1	Are Athletes of the National Team employees of the NFs/NSAs? Or are they beneficiaries?	Recitals (e), III.1, III.A.2 and IX
2	Can an Athlete be compelled by the NF/NSA to be vaccinated against COVID-19?	III.D.7
3	What is the purpose of this Athlete's Agreement?	II
4	What are the international declarations and policies on the rights and responsibilities of Athletes?	Recitals (d) and I.5
5	Who is an Athlete? What is an NF/NSA?	Recitals (a), (b) and (c), I.2 and 10
6	Can the Athlete leave the NF/NSA, i.e., pre-terminate the Athlete's Agreement, at any time?	IX.1
7	Can the NF/NSA remove the Athlete from the National Team, withhold his/her benefits and/or not send him/her in sanctioned competitions?	XI.2-4 and III.C.5
8	Must an NF/NSA adopt and implement a safe sport policy?	III.D.8
9	What are the resources the NF/NSA must provide the Athlete?	III.E.12-18
10	What is a Training Plan? Must the Athlete be consulted about the formulation of the Training Plan?	I.13 and III.C.6
11	Can an Athlete obtain sponsorships from non-NF/NSA-sponsors? Can the Athlete use the NF-logo?	III.D.11 and IV.C.18
12	How are disputes between the NF/NSA and Athletes resolved?	XII
13	Can the Athlete join another organization and represent another country?	VIII
14	What are covered under Competition Expenses?	I.4
15	Is the responsibility of the NF/NSA confined to developing the physical attributes of the Athlete?	III.A.1
16	What is Clean Living? Can an Athlete engage in Hazardous Activities?	IV.B.10-11
17	Who chooses the Personal Performance Gear of an Athlete - the Athlete or the NF/NSA?	III.D.10
18	What is the scope of the Right to Consent of an Athlete? What are the other basic rights of an Athlete?	III.D.7
19	What does it mean to be an Ambassador of the Sport? Must the Athlete sign a Code of Conduct? What is Sportpersonship? How should an Athlete treat others?	IV.1, 2 and 4
20	How many years is the effectivity of the Athlete's Agreement?	VIII.1

Here is the full text of the proposed Athlete's Agreement:

ATHLETE'S AGREEMENT

THE PUBLIC IS INFORMED:

This AGREEMENT entered into this [day] day of [month] 2021 in [place], by and between:

[Name of National Federation], a corporation registered and operating under the laws of the [Country], with office address at [address], duly represented by its [Designation], [Name], hereinafter referred to as the "NF";

and

[Name of Athlete], of legal age, [citizenship], and a resident of [address], hereinafter referred to as the "ATHLETE";

If a minor, **[Name of Athlete]**, a minor, [citizenship], and a resident of [address], with the consent of the Parent/ Guardian, [Name], hereinafter referred to as the "ATHLETE";

(The NF and the Athlete are hereinafter collectively referred to as the "Parties" and individually referred to herein as a "Party");

RECITALS

- The NF is the national federation for [Name of the Sport] in the [Country] and a non-profit organization. It is affiliated with and accountable to the [Name of International Federation], the International Federation for said sport, and recognized by the National Olympic Committee of [Country] and [Name(s) of Other Organization(s)].
- As the national governing body in the [Country], the NF is responsible for promoting and advancing the [Name of Sport] and developing athletes with the goal of representing the country and winning in competitions.
- The Athlete desires to be a member of the NF's national team and be bound under this Athlete's Agreement and the terms and conditions set forth herein. The Athlete has demonstrated his/her capability and commitment with the history and/or potential to excel in competitions.
- The Athlete has rights and responsibilities, in general, under the United Nations Universal Declaration of Human Rights, International Olympic Committee Athlete 365, and World Players Association Universal Declaration of Player Rights; and in particular, under the relevant laws of the [Country], rules and regulations of its IF, and policies and regulations of the NF.
- The Athlete shall be treated as a beneficiary of the programs and activities of the NF. The NF shall serve and promote the best interest of the Athlete under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the Parties agree as follows:

I. DEFINITION OF TERMS

- Agreement - refers to this Athlete's Agreement.
- Athlete - refers to the individual named as second party to this Agreement and who is a member of the National Team of the NF.
- Competitions - refers to events, activities or contests which are organized, sanctioned and recognized by the IF and NF.
- Competition Expenses - refers to the allowance or stipend, not salary or compensation, and airfare, accommodations, transportation, food, medical, insurance and miscellaneous expenses incurred by the Athlete during or by reason of a competition.
- Declarations - refers to the United Nations Universal Declaration of Human Rights, International Olympic Committee Athlete 365, World Players Association Universal Declaration of Player Rights, policies and regulations of the IF and NF, and other relevant declarations, policies and regulations of its IF, and policies and regulations of the NF.
- IF - refers to the International Federation for [Name of Sport], the international governing body for said sport.
- IOC - refers to the International Olympic Committee.
- [Name of the Sports] - refers to the [State definition of the sport by the IF].
- NF National Team - refers to eligible and qualified athletes, including the Athlete, who will and can represent the NF and the [Country] in competitions.
- NOC - refers to the National Federation for [Name of Sport], and the first party to this Agreement.
- NF - refers to the National Olympic Committee of the [Country] which is a member of the IOC.
- Sportpersonship - refers to the Athlete's conduct which includes respecting opponents, competition officials, employees, the public; respecting facilities, equipment, resources, privileges and operating procedures; practicing safe sport; displaying courtesy and good manners; acting responsibly and maturely; refraining from the use of profane or abusive language; refraining from unduly manipulating competition; abstaining from illegal and banned drugs; and helping build better humans and active communities.
- Training Plan - refers to the holistic, well-planned and organized program for the Athlete, adopted in consultation with the Athlete, cognizant of his/her needs, age, capability, strengths, weaknesses, history, performance targets and objectives of the Athlete, aimed at excellence and peak performance for competitions.
- WADA - refers to the World Anti-Doping Agency.

II. PURPOSE

- The purpose of this Agreement is to set out the rights, responsibilities and obligations of the Parties during the Term of this Agreement, and the NF's recognition and position on the status of the Athlete as a beneficiary.
- By entering into this Agreement, the Parties commit to respect each other's rights and mandate and fulfill their respective responsibilities and obligations to the best of their ability and in good faith.
- Failure to comply with the terms of this Agreement shall be subject to sanctions, penalties, and/or termination as described in this Agreement.

III. OBLIGATIONS OF THE NF

As Party to this Agreement, the NF is obliged to:

A. Overall Obligation

- Athlete's Well-Being.** Promote the whole-of-life well-being and fitness of the members of the National Team, the Athlete included;
- Athlete as Beneficiary.** Exercise all that is necessary in order to advance the interest of the Athlete as a beneficiary of the NF in accordance with the terms and conditions of this Agreement;
- Composition**
- National Team Composition.** Determine the composition (i.e., number, qualifications, among other considerations) of the members of the National Team, to which the Athlete may be/is qualified;
- Selection Process.** Prescribe the policy and manner, and apply the same fairly and without favor or partiality, by which members of the National Team may be selected and declared eligible, such as through qualifying races, performance in Competitions, and other relevant standards and criteria;
- Competitions, Training and Activities**
- Schedule.** Schedule and assign the Competitions in which the Athlete shall be required to participate;
- Training.** With the coaching and technical personnel, develop the Athlete's Training Plan and prepare the Athlete for Competitions;
- Athlete's Rights**
- Rights in General.** Respect the Athlete's right to consent in relation to his/her inclusion and stay in the National Team and any matter affecting his/her physical, social, psychological and mental well-being, such as but not limited to diet, therapy, medication and vaccination, right against harassment and discrimination, right to due process, right to representation, right to education on [Name of Sports]-related matters, and right to report and file grievances;
- Safe Sport.** Institute safe guarding and safe sport policies, protocols and procedures that will protect and promote the welfare of the members of the National Team, the Athlete included;
- Use of Image.** Secure the consent of the Athlete prior to any use of the Athlete's name, picture, and likeness for commercial purposes, including any use in a manner that would imply the Athlete's endorsement of any company, product or service;
- Personal Performance Gear (PPG).** Allow the Athlete from using PPG or any specialized equipment, apparel or gear to enhance his/her performance in Competitions, as defined by the IF, of his/her choice in competitions and training. Further, the NF shall not require the Athlete to cover up a manufacturer logo on the PPG for as long as it complies with the relevant IOC, NOC or IF rules regarding size and placement;
- Personal Endorsements.** Encourage, but not compel, the Athlete to support or sign with NF sponsors. The NF shall not require the Athlete to reveal the details of any personal sponsorship agreement other than the name of the company and not include a right of first refusal for any of NF's sponsors regarding a personal contract with the Athlete;
- Resources**
- Coaching and Training Staff.** Engage the services of qualified, competent and professional coaching and training staff to coach and mentor the members of the National Team, the Athlete included, and to observe and follow the Declarations and terms and conditions of this Agreement;
- Support Staff.** Ensure that NF support staff shall be available to the Athlete to communicate and coordinate all NF and Competitions, including programs of the NF;
- Allowance and Benefits.** Give, subject to the NF's financial capability, an allowance or stipend and benefits to the Athlete which shall be the same as all other members of the National Team;
- Facilities.** Ensure availability of facilities and support services for the training and well-being of the Athlete;
- Sponsors.** Support, within the means available of the NF, the Athlete in securing funds for Competitions, training, insurance, livelihood, education, among others;
- Funds.** Utilize its commercially reasonable efforts to develop corporate sponsor networking events and sponsorship programs for the education and its members of the National Team, the Athlete included; and
- Apparel.** Provide apparel to the members of the National Team, the Athlete included, when representing the NF and/or the [Country] in international competitions.

IV. OBLIGATIONS OF THE ATHLETE

As Party to this Agreement, the Athlete is obliged to:

A. General Obligations

- Ambassador of the Sport.** Respect the integrity of and serve as a role model of the [Name of the Sport], act as a representative of the NF, and conduct himself/herself in a manner which upholds the name, reputation and goodwill of the NF;
- Code of Conduct.** Conduct himself/herself in a Sportsperson-like manner, and sign and abide by the Code of Conduct of the IF and NF which forms as integral part of this Agreement;
- Relevant Policies.** Comply with the Declarations;
- Treatment of Others.** Value and not discriminate against other athletes, and respect NF officials, coaches and staff, and report unethical and unprofessional behavior, including instances of doping, competition manipulation, prohibited discrimination and any form of abuse and harassment of other members of the National Team, coaching and training staff and officials of the NF;
- Membership.** Become and remain a member in good standing of the NF throughout the Term, and remain eligible to participate in Competitions;
- Competitions, Training and Activities**
- Peak Performance.** Perform to the best of his/her ability when participating in Competitions which the NF assigns to the Athlete, and participate for the full duration of the event;
- Competitions.** Join in competitions scheduled and assigned by the NF;
- Training.** Continuously train, in accordance with the Training Plan, for peak performance in competitions, training activities and camps identified by the NF during the term of this Agreement;
- Instructors.** Follow the officials and coaches of the NF for as long as they comply or do not violate this Agreement;
- Clean Living.** Compete and train as a clean athlete by not doping and not using any chemicals, drugs or other banned substances, and complying with all anti-doping policies, procedures and protocols of the IOC, WADA, NOC, IF and NF;
- Hazardous Activities.** Agree to not engage in sports or activities which could endanger the Athlete's health or safety;
- Injuries and Medical.** If and when injured, promptly notify the NF in writing of any injury that interferes, or could reasonably be expected to interfere, in any manner with the Athlete's obligations hereunder. For the NF to determine if there are medical reasons to forego any planned Competition, and comply with full rehabilitation process as prescribed by the NF;
- Rules.** Observe the rules of the qualification processes and Competitions of the [Name of the Sport], and comply with regulations imposed by the competition organizer;
- NF Activities.** Attend the activities and learning sessions organized by the NF, provided, these will not cause any disruption in the training and Competitions, and be an active member, representative and delegate in the NF's Athlete's Commission;
- Promotions**
- Use of Image.** Agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the NF's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the NF, and grants to the NF the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the picture or footage for: (1) news and information purposes, (2) promotion of the specific competition in which Athlete competes, (3) promotion of the National Team, and (4) promotion of the [Name of Sport], provided that, in no event may the NF use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any;
- Appearances.** Participate in media sessions including photo and video shoots, as reasonably requested by the NF, to promote a competition in which Athlete is participating; make two (2) personal non-commercial appearances for the NF without remuneration except for reasonable travel costs, provided such appearances will not interfere with Athlete's training, preparation or Competitions;
- Promotions.** On his/her personal website and on social media sites, promote the [Name of Sport] and the NF, and include the NF as a friend and the NF logo in appropriate places;
- Personal Sponsors.** Obtain the express written consent of the NF prior to the use of the NF's intellectual property, including use of photographs, films or videos of the Athlete in NF's apparel or equipment, or the marks and logos of the NF; and
- Team Apparel.** Wear the NF-designated apparel at all official NF and National Team functions and events, and will not conceal or cover-up any NF sponsor, supplier or licensee brand or other identification appearing on NF apparel.

V. INJURY AND MEDICAL CONCERNS

- The Athlete shall promptly notify the NF of any injury that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations under this Agreement, including, without limitation, notifying the NF of the receipt by Athlete of any medical attention given with respect thereto. Such notification in whatever form shall be given within forty-eight (48) hours of incurring such injury or receiving such medical attention, as applicable, and such notification shall include the name and address of any medical provider from whom Athlete received medical attention or services.
- Upon such notice, and/or at NF's request, the Athlete shall execute and deliver to the NF such forms as are required to evidence the Athlete's condition and medical attention and/or health care services received by the Athlete.
- Should the Athlete be injured or diagnosed with an illness or disease which may impede his/her athletic performance, he/she may be required to undergo a thorough examination by a NF-approved medical doctor to determine if the Athlete has medical reasons to forego any planned Competition in which Athlete has been selected to compete and join in.
- The Athlete shall comply with the full rehabilitation process as prescribed by the NF-approved medical doctor or physiotherapist.

VI. WORK AND OTHER CONCERNS

The Athlete shall promptly notify the NF, in whatever medium, of any work obligation or any other occasion that interferes, or could reasonably be expected to interfere, in any manner with the Athlete's obligations under this Agreement. Such notification shall be given within forty-eight (48) hours of the Athlete obtaining information of such work obligation or occasion.

VII. TERM

- This Agreement shall commence as of Effective Date and shall continue through and include [Date].
- The Athlete shall be deemed a member of the NF's national team and the NF itself for the duration of this Agreement.

VIII. EXCLUSIVITY

- The Athlete shall not join any [Name of Sport]-related club, association, or organization not sanctioned by the IF and NF.
- The Athlete shall not represent a country other than the [Country] in [Name of Sport] or any other related competitions or events.

IX. ATHLETE AS BENEFICIARY

- There shall be no employer-employee relationship between the Parties herein.
- Neither shall the Athlete be considered an independent contractor for the purpose of any receiving or claiming compensation from NF, or any other purpose whatsoever.
- The Athlete shall be deemed a beneficiary of NF's services and programs within the Term of this Agreement. In no case shall the Athlete be compelled to perform any other responsibilities beyond the terms of this Agreement.

X. CONFIDENTIALITY

- The Parties agree that each shall treat as confidential all information provided by a Party to the other. All confidential information provided by any Party shall be used solely for the purposes of fulfilling the obligations under this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such providing party.
- The foregoing shall not be applicable to any information that is publicly available when provided, or which thereafter becomes publicly available other than in contravention of this Article VII, or which is required to be disclosed by any auditor of the parties hereto, or any government authority in the lawful and appropriate exercise of its jurisdiction, by judicial or administrative process or otherwise by applicable law or regulation.

XI. TERMINATION

- The Athlete, in the exercise of his/her right to consent, may, at any time except within a 3-month period from the first day of an assigned Competition, withdraw in writing from the National Team and no longer be an Athlete under the Agreement. In the event that he/she wishes to be part of the National Team, he/she must go through the qualifying procedure of the NF.
To facilitate evaluation and learning, the NF and the Athlete will discuss the reasons and considerations for the withdrawal if the Athlete is willing to disclose and discuss the same.
- The NF may terminate this Agreement by providing written notice prior to the expiration of the Term, if the Athlete:
 - has been found guilty of violating the Declarations; and the prescriptive period for an appeal has passed, or the Athlete has appealed and the appeal has been decided against the Athlete;
 - has been convicted of any criminal offense; or
 - has become ineligible to represent the NF and/or the [Country].The Athlete may terminate this Agreement by providing written notice prior to the expiration of the Term. Upon NF's receipt of the written notice of termination, the Athlete loses all rights, benefits, and privileges of membership in the NF, and the right to participate and/or compete at NF-organized and -sanctioned competitions.
- Failure on the part of the Athlete to comply with any of the terms and conditions under this Agreement may lead the NF, after complying with due process requirements and depending on the gravity of the breach of offense, to impose the following on the Athlete:
 - Verbal or written warning;
 - Repayment of all or some of the costs associated with competitions;
 - Bar on competitions;
 - Bar on training;
 - Suspension from the National Team;
 - Removal from the National Team;
 - Reduction of allowance of stipend;
 - Forfeiture of allowance or stipend and/or other benefits;
 - Elimination from future competitions; and
 - Other sanctions and penalties as may be imposed by the IOC, IF, WADA and other agencies.
- The Athlete may also be removed from the National Team if he/she fails to meet the eligibility and qualification criteria.
- If for any reason outside a Party's reasonable control, including, without limitation, strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

XII. DISPUTE RESOLUTION

- The Parties agree to negotiate in good faith to settle any breach of this Agreement. If no settlement is reached, the Parties shall submit the issues to the IF and/or NOC for discussion and decision.
- All disputes arising out of or in connection with this Agreement and which have not been resolved by the IF and/or NOC, including disputes on this Agreement's conclusion, binding effect, amendment and termination shall be resolved, to the exclusion of the ordinary courts by an Arbitral Tribunal constituted in accordance with the Statutes and Regulation of the Court of Arbitration of Sport in Lausanne, Switzerland. The Parties hereby undertake to comply with the said Statutes and Regulation, and to enforce in good faith the award to be rendered.

XIII. NON-ASSIGNMENT

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity.

XIV. AMENDMENT

- The terms of this Agreement may not be amended or modified without the written agreement of the Parties.
- Any amendment must not be inconsistent with the Declarations, the rights of the Athlete and that any additional benefit must be applied to all other members of the National Team.

XV. MERGER

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

XVI. SEVERABILITY

If any one or more of the provisions of this Agreement is declared invalid or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

XVII. GOVERNING LAW

This Agreement shall be governed by the laws of the [Country].

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have signed these presents on the date and at the place first stated above.

For the **[Name of NF]**:

[Name]
[Title]

[Name]
Athlete

If a minor:

[Name]
Parent/ Guardian

Sources:
1. Athletes' Rights and Responsibilities Declaration Athlete 365, International Olympic Committee (<https://www.olympic.org/athletes365/who-we-are/athletes-declaration/>)
2. Universal Declaration of Players Rights, World Players Association Global Union (<https://www.uniglobalunion.org/news/world-players-association-launches-universal-declaration-player-rights>)
3. Taekwondo Athlete's Agreement of Team USA (<https://www.teamusa.org/USA-Taekwondo/V2-National-Teams/Athlete-Agreements>)

Sports Law-for-All

No. 6 Atty. Alberto C. Agra April 30, 2021

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