

RIDERS' AGENT REGULATIONS

(version on 01.01.2015)

Introduction

Professional cyclists generally resort to a riders' agent to put them in touch with a UCI **WorldTeam** or UCI Professional Continental Team with a view to signing a rider's contract, whether on a dependant or independent basis, or with an organiser with regard to signing a criterium contract. In order to respond to this reality, the aim of this document is to regulate the activities of intermediaries by, in particular, establishing a UCI licence for riders' agents. This UCI licence for riders' agents will be granted to candidates who have successfully passed a standardised UCI aptitude examination. Henceforth, riders will be able to negotiate their own contract or resort exclusively to the services of a UCI licensed riders' agent.

These Riders' Agent Regulations form an integral part of the UCI Regulations of cycle sport.

(modified on 1.01.15)

Preliminary comments

1. A riders' agent is an individual who introduces, for remuneration, a rider and a UCI **WorldTeam** / UCI Professional Continental Team / organiser with a view to signing a professional cyclist's / criterium contract.

(modified on 1.01.15)

2. In the scope of negotiations relating to signing a cyclist's contract with a UCI **WorldTeam** / UCI Professional Continental Team or a criterium contract, the riders, if they do not directly negotiate their contracts, can make exclusive use of the services of a UCI licensed riders' agent (hereinafter licensed RA), subject to the exceptions described by Article 4.

(modified on 1.01.15)

3. With the exception of Article 4, the UCI **WorldTeams** / UCI Professional Continental Teams / criterium organisers can negotiate exclusively either directly with the rider or with the rider's UCI licensed RA.

(modified on 1.01.15)

Field of application

4. These regulations apply specifically to UCI **WorldTeams**, UCI Professional Continental Teams (hereinafter "teams"), as well as to the riders of these teams and riders negotiating with these teams in order to sign a professional cyclist's contract, whether dependent or independent, as well as organisers wanting to contract a rider from such a team for a criterium.

These regulations do not apply to lawyers legally authorised to practice in compliance with the rules in force in their country of domicile, nor to parents, brothers, sisters or spouses appointed by the rider.

(text modified on 01.06.14; 1.01.15).

Examination

5. Any individual who wants to conduct the activities of an RA shall submit a written application to the UCI to take the examination.

By making this request, the candidate undertakes to respect the statutes, regulations, directives and decisions of the UCI, the competent authorities and the National Federations.

(text modified on 01.06.14).

6. The candidate must have sufficient knowledge of one of the UCI's two official languages (English and French) in order to be accepted for the examination. He must have an unblemished reputation, a clean police record and never have committed any anti-doping rule violation. Furthermore, the candidate must have no disciplinary sanctions recorded against him or her by the UCI or a National Federation.

If the activities of RAs are subject to specific domestic legislation, the candidate shall, in addition to the aforementioned requirements, have satisfied all applicable legal requirements for such activities at a national level before being allowed to submit an application for the UCI examination.

(text modified on 1.07.11)

7. The UCI shall decide whether the application fulfils the conditions established by its regulations. If the application for the examination is accepted, the UCI enters the candidate for the next examination session.
8. The UCI will organise an examination once a year for candidates wishing to be awarded a certificate.
9. The candidate must pay the registration fee set in advance by the UCI by the day of the examination at the latest.
10. The UCI issues a certificate when a candidate passes the examination. This certificate is valid for four years, is strictly personal and cannot be transferred. The certificate authorises the successful candidate to request a UCI RA licence from his/her National Federation under the conditions set out by these Regulations.

Professional civil liability insurance policy

11. A candidate who has been awarded a certificate must take out a professional civil liability insurance policy with an insurance company recognised by his/her Federation.

This insurance policy must cover all risks that may arise from activities conducted as an RA.

12. The sum covered by the insurance is determined as a function of the total number of contracts achieved by the RA. It must not be less than CHF 100,000 per case.
13. Furthermore, the professional civil liability insurance policy signed by the RA must also cover any complaints made after the expiry of the policy but relating to an event that occurred during the period of insurance cover.

14. The RA is responsible for keeping this insurance policy continuously up to date in respect of any changes of the total of contracts achieved, the implementation of guarantees and obligations incumbent on the RA and the policy's renewal on expiry.
15. In the event of the non-respect of Article 14, the RA is liable to sanctions imposed by the UCI, in accordance with these regulations.

Issue of licence by the National Federation

16. The candidate must send the National Federation the certificate issued by the UCI together with a copy of the civil liability insurance policy and any amendments.
17. Upon the receipt of these documents and any other documents required by the National Federation, the latter may issue a UCI riders' agent licence. The riders' agent licence issued by the National Federation shall be valid for a calendar year (1 January to 31 December of the same year) or - if issued during the season - the licence shall be valid until the end of that calendar year (31 December).

The National Federation's obligations

18. The National Federation is solely responsible for checking compliance with regulatory and legal requirements, in particular with regard to civil liability insurance, both on the award of the licence and throughout the period of its validity.

In order to carry out checks, the UCI reserves the right to request the Federation for a copy of the complete file on the award of an RA licence at any time comprising, in particular, copies of the civil liability insurance policy. The Federation is obliged to provide this documentation within 10 days.

If an agent's file is incomplete, the UCI shall inform the National Federation and set a deadline for the situation to be resolved. If the file is still incomplete upon the expiry of the deadline, the UCI can require the permanent withdrawal of the RA licence by the Federation.

19. National federations shall inform the UCI of all UCI riders' agent licences issued. In the event of failings by a National Federation in respect of its obligations under these Regulations, the UCI may forward the case to the Disciplinary Commission.

(modified on 1.01.15)

Scope and renewal of UCI certificate

20. On the basis of the licence issued by his/her National Federation, a UCI licensed RA may conduct activities around the world.

The certificate issued by the UCI to successful candidates shall be valid for four years from 1 January following the date of issue. As the expiry of this period approaches, the licence-holder can request the UCI for a renewal of the certificate for a further period of four years, subsequent to a study of activities conducted in the preceding period. Once the new certificate has been issued, the RA can request a renewal of his/her licence from the National Federation.

Rights and Obligations of Riders' Agents

- 21.** Licensed RAs shall have the following rights:
- a. To contact any rider who is not, or who is no longer, under contract with a team or with a view to signing a contract for the period after the expiry of the rider's current contract.
 - b. To represent the rider with the objective of negotiating or signing a dependant or independent rider contract or a criterium contract.
 - c. To defend and manage a rider's interests.
- 22.** A licensed RA only has the right to represent or manage the interests of a rider if he or she has a written mediation contract, signed and previously registered with the National Federation.
- 23.** Such a contract may not have a duration over two years but can be renewed in writing with the express agreement of both parties. Tacit renewal of the contract is prohibited.
- The contract shall contain the following elements as a minimum: the names of the parties, the duration of the contract, the amount of the licensed RA's remuneration, the method of payment, the date and parties' signatures.
- 24.** The licensed RA is exclusively remunerated by his/her client and in no event by a third party.
- 25.** The remuneration of the licensed RA is calculated in accordance with the fixed remuneration received by the rider (the compensation for the rider's services) by the end of the contract negotiated by the rider's licensed RA, without taking into account any supplementary services or other benefits.
- 26.** The licensed RA and the rider agree in advance on the method of remuneration of the RA, either:
- a. by the payment of a single fixed fee, payable at the start of the period of the contract between the licensed RA and the rider
 - b. by a payment divided into two, payable at the start of the period of the contract and at the start of the second half of the period of the contract.
- 27.** The standard contract between a licensed RA and a rider (Annexe 1) is the sole document recognised as valid and which must be used by licensed RAs. In compliance with UCI regulations, the contracting parties may make supplementary agreements to complement the standard contract. The provisions of the laws in the relevant countries that apply to intermediaries involved in seeking out work must be respected. Any clause agreed by the parties that is contrary to the standard contract between a rider and a licensed RA and/or these statutes, regulations, directives and decisions of the UCI and/or by which the rider's rights are infringed, shall be null and void.
- 28.** The standard contract is drawn up in triplicate and all constituent pages shall be duly signed by both parties. The first copy is for the rider, the second is retained by the licensed RA who then sends the third copy to the Federation for registration within 30 working days of signature.
- 29.** When the licensed RA negotiates a contract with a team for a rider that is of a duration in excess of that of the contract between the licensed RA and the rider, the RA shall continue to have the right to receive the due remuneration until the expiry of the rider's contract with the team.

- 30.** Licensed RAs are allowed to organise their activities in the form of a company and to exercise their functions in the framework of such a company. Any employees working with the RA are strictly limited to administrative tasks. The management of riders' interests is exclusively reserved to licensed RAs. A licensed RA shall send his/her National Federation a regularly updated list of employees who are confirmed in their posts. The RA shall also provide an updated list of riders who are under contract.
- 31.** UCI licensed RAs have the following specific obligations:
- a. To act professionally and in all circumstances behave in a way that is not harmful to the image of the sport of cycling and its institutions.
 - b. To respect the statutes, regulations, directives and decisions of the UCI and the competent authorities and to ensure that all transactions comply with these provisions.
 - c. To respect the rights of the negotiating parties and third parties and in particular to refrain from involvement in encouraging any breach of contract. It is presumed, unless proven otherwise, that any licensed RA representing a rider who breaks his/her contract without just cause is implicated in this breach of contract.
 - d. To act with objectivity, sincerity and transparency both with regard to his/her client as well as to negotiating parties and third parties and, in particular, within the framework of a single transaction, to only represent the interests of one party. Any conflict of interests (even if potential) must be revealed to the parties, otherwise the contract may be declared null and void.
 - e. To keep official accounting records and to ensure that at all times the activities undertaken within the scope of his/her work can be justified by means of files and formally validated documents which provide a faithful account of the conduct of business.
 - f. To provide any information or documentation requested by the UCI or the National Federation.
 - g. To ensure that the names and signatures of the RA and his/her client appear on the contracts of all transactions.
 - h. To respect the provisions of the laws, specific to the country in question, that apply to intermediaries involved in seeking out work.
 - i. To discourage his/her client from using a substance, method or technique that is prohibited by UCI regulations.
 - j. In the event of indications that the client has breached the UCI's Anti-Doping Rules: to renounce the representation of his/her client and inform the UCI of the potential breach.
- 32.** Any licensed RA who abuses the rights conferred, or who does not comply with the obligations established by these Regulations, shall be liable to sanctions such as those described below.
- 33.** In addition to the sanctions described by Part XII of the UCI Regulations, the following specific sanctions may be imposed on the licensed RA:
- a. warning,
 - b. fine of CHF 1,000 - 10,000,
 - c. suspension of licence,
 - d. withdrawal of licence,
 - e. prohibition of exercising any activity related to cycling.

These sanctions may be cumulative.

- 34.** An RA's licence will be withdrawn if he/she does not, or no longer, fulfils the conditions of authorisation established by these Regulations. If necessary, and if the failing can be corrected, the UCI shall allow a period of 30 working days following formal notice to

allow the RA to resolve the situation before contacting the Disciplinary Commission and requesting the withdrawal of the RA's licence.

35. In addition to the reasons described by these Regulations, the licence shall be withdrawn if the RA is in frequent or serious contravention of the UCI statutes and regulations and/or harms the image of the UCI and cycling.
36. The sanctions described above shall be applied exclusively by the UCI Disciplinary Commission.

Obligations of the riders, teams and organisers

37. Subject to Article 4, riders who wish to contract the services of an RA are obliged to only deal with RAs who hold a UCI licence.
38. The RA's name and signature must appear on any contract for a transaction in which an RA represents the interests of a rider.

If the rider does not use the services of a licensed RA, this must be expressly mentioned in the contract.

39. Further to the sanctions described by Part XII of the UCI Regulations, the following sanctions can be applied to a rider who contravenes these Regulations and/or annexes:
- a. warning,
 - b. fine of CHF 1,000 - 10,000,
 - c. suspension.

The sanctions may be cumulative.

40. With the exception of Article 4, teams and organisers who want to contract the services of a rider are obliged to negotiate:
- either directly with the rider,
 - or with a UCI licensed RA.

41. Further to the sanctions described by Part XII of the UCI Regulations, the following sanctions can be specifically applied to teams that contravene these Regulations and/or annexes:
- a. warning,
 - b. fine of CHF 1,000 - 10,000,
 - c. suspension.

The sanctions may be cumulative.

42. Further to the sanctions described by Part XII of the UCI Regulations, the following sanctions can be applied to an organiser who contravenes these Regulations and/or annexes:
- a. warning,
 - b. fine of CHF 1,000 - 10,000,
 - c. refusal to register the event,
 - d. removal of the event from the international calendar.

The sanctions may be cumulative.

Disputes

43. Any dispute between a rider and an RA shall be submitted to the UCI Arbitration Panel and resolved in accordance with the procedure established in Part XII of the UCI Regulations, Discipline and Procedures.

Final provisions

44. In the event of a discrepancy in the interpretation of the texts of these regulations, the text drafted in French shall prevail.
45. These regulations shall enter into effect on 1 January 2011 to allow implementation of the RA examination (transition year). The first RA licences can be issued by National Federations from 1 January 2012. The UCI administration is responsible for establishing the rules of application and implementing these Regulations.

Annex 1 – Standard Contract for Riders’ Agent (Model)

The parties

.....
..... hereinafter the RIDERS’ AGENT (RA)

and

.....
..... hereinafter THE CLIENT

agree to sign a mediation contract in accordance with the following terms:

1 – Duration

The contract is signed for the duration of (24 months maximum).

It enters into effect on

It expires automatically on

2 – Remuneration

The RA is exclusively remunerated by the Client.

The RA shall receive a commission of an amount equivalent to ...% of the fixed remuneration (compensation for the rider's services) received by the rider under the terms of the rider's dependant or independent contract negotiated by the agent.

Method of payment of the commission

The commission is paid by the Client by one of the two following methods:

1 - The payment of a single fixed fee at the start of the period of the contract between the RA and the rider,

2 - By a payment divided into two, payable at the start of the period of the contract and at the start of the second half of the period of the contract.

.....
Each payment will made by bank transfer.

3 – Exclusivity

The parties agree that the following rights shall be conferred to the RA:

Exclusively: Not exclusively:

4 – Supplementary agreements

Any supplementary agreements, complying with the principles described in the RA Regulations, must be appended to the contract and presented with it to the National Federation.

5 – Limiting legal provisions

The parties undertake to respect the provisions of the statutes, regulations, directives and decisions of the UCI as well as the specific provisions of applicable law relating to intermediaries acting to seek employment, as well as other limiting legal provisions established by the national legislation of the country in question, international law and applicable international treaties.

Any clause agreed by the parties that is contrary to the standard contract between a rider and a licensed RA and/or the statutes, regulations, directives and decisions of the UCI and/or by which the rider's rights are infringed, shall be null and void.

6 – Disputes

Any dispute between a rider and an RA shall be submitted to the UCI Arbitration Panel and resolved in accordance with the procedure established in Part XII of the UCI Regulations, Discipline and Procedures.

Final provisions

This contract is signed in triplicate and distributed as follows:

- 1 (Client)
- 2 (RA)
- 3 (National Federation)

Drawn up in [*place*], on [*date*]

Riders' agent

Client

Name and signature

Name and signature

Received by the Federation for registration on

Name and signature