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## **Athlete Representative Agreement**

The AR (Athlete Representative) Agreements, is a written agreement between an AR and an athlete for the purpose of establishing a legal relationship to provide AR Services. The objective of the agreements is to create a centralized global Athlete Representative (AR) system, overseen by World Athletics and Athletics Kenya, which defines the roles and responsibilities of both ARs and the athlete, and provides clear procedures for resolving disputes and handling disciplinary matters.

### **Provision of AR Services**

AR Services may only be performed by World Athletics or Athletics Kenya licensed and Approved Athlete Representatives. There are notable exceptions to this rule:

- An athlete may opt to self-represent.
- Under no circumstance is any member of an athlete's entourage (e.g., coach or family member) permitted to perform AR Services unless they hold an AR license.

## **Representation Agreement**

ARs are authorized to provide services only after entering into a formal written Representation Agreement with the athlete. The agreement must include the following minimum elements:

- The names and contact details of the parties involved.
- Duration of the agreement (up to two years, with the possibility of mutual extension).
- The service fee due to the AR, linked to the benefits received by the athlete.
- Nature and scope of the AR Services and other services provided.
- Clauses on termination of the contract.
- Signatures of both parties.

## **Representation of Minors**

Before entering into any agreement with a minor, ARs must obtain written consent from the minor's legal guardian and complete specialized CPD (Continuing Professional Development) course on Minors prescribed by World Athletics. The approach to a minor for representation may only occur within six months of the minor reaching legal employment age.

## **Athlete Rights and Obligations**

Athletes are entitled to engage an AR for professional representation or choose to self-represent. They must:

- Confirm the AR holds a valid World Athletics license before entering into an agreement.
- Fulfill all contractual obligations agreed upon during the Representation Agreement.
- Pay the agreed service fees in a timely manner.
- Athletes may request a full schedule of any payments made to the AR and are required to notify their AR of any planned competition schedules or relevant commercial activities.
- Athletes are prohibited from engaging unlicensed persons to provide AR Services.

## **Termination of Agreements**

A Representation Agreement may be terminated at any time by either party for just cause. In situations where the Agreement is terminated without just cause, the terminating party may be required to compensate the other party for any resulting financial damages.

"Just cause" refers to circumstances where a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term.

All contract terminations must be formally reported to World Athletics and Athletics Kenya.

To initiate the termination process, the concerned party must submit a written notice to both the Athlete Representative (AR) and Athletics Kenya via email at: [statistics@athleticskenya.or.ke](mailto:statistics@athleticskenya.or.ke)