PROFESSIONAL WOMEN’S CYCLING CONTRACT TEMPLATE

THIS CONTRACT is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(TEAM name) (or where applicable, the employer), a \_\_\_\_\_\_\_\_\_\_corporation (limited partnership, or partnership), operating as a licensed Union Cycliste Internationale, hereinafter “UCI,” team.

## TEAM:

1. (name, Doing Business As name if known, and address) (or where applicable, the employer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. (name and physical address of the Team representative legally responsible to honor the contract) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter “the Team”

## RIDER:

(name and address of the rider) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

born in (place of birth)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on (date of birth) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of (nationality) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ nationality, holding a licence issued by (name of National Federation, hereinafter NF) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter “the Rider”

In consideration of the promises made by each to the other, Cyclist and Team agree as follows.

## Whereas:

- The Team is engaged in setting up a cycling team who, within the UCI Team (name of team\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and under the management of (name of manager or sports director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), intend to take part, for the duration of the present contract, in cycle road races governed by the regulations of the UCI;

- the Rider wishes to join the UCI team (name of team);

- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated national federations and if applicable the Olympic Committees as well as – if applicable – the joint agreements concluded between the (name of national riders’ organisation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and the NF of (country of registration of the team\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

It is thus agreed as follows:

# ARTICLE 1 - Engagement

1. The Team hereby engages the Rider, who accepts the position, as a rider in cycling road races.

2. Participation by the Rider in events in other cycling or other athletic disciplines shall be decided by the Parties case by case.

3. The engagement shall be subject to the registration of the team as a Women’s Team with the UCI. Should such registration not be obtained, the Rider may terminate the present contract immediately without notice or compensation.

# ARTICLE 2 - Duration

1. The present contract shall be concluded for a fixed period commencing on (start date) \_\_\_\_\_\_\_\_\_\_\_ and expiring on (end of season) \_\_\_\_\_\_\_\_\_\_\_\_. Unless the contract has already been renewed, each party shall notify the other in writing at least two months before the termination of the contract of his intentions as to the renewal of the contract. A copy of this document shall be sent to the NF of (country of registration of team).

# ARTICLE 3 - Salary

1. The Rider shall have the right to gross annual pay of (amount in figures and words; specify monetary denomination for region or specific country): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## ARTICLE 4 - Payment Of The Salary

1. The Team shall pay the remuneration determined under article 3 in 12 equal monthly installments on or before the last working day of each month. Unless this contract or any collective bargaining or joint agreement which may come into existence and become enforceable during the term of this contract specifically provides otherwise, the Rider will be paid 100% of her yearly salary under this contract, commencing with the first calendar month specified in this contract. Unless this contract specifically provides otherwise, if this contract is executed or the Rider is made active after the beginning of the calendar year, the yearly salary payable to the Rider will be reduced proportionately and the Rider will be paid the monthly portions of her yearly salary becoming due and payable after she is made active. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the calendar year, the yearly salary payable to the Rider will be reduced proportionately and the Rider will be paid the monthly portions of her yearly salary having become due and payable up to the time of termination.

2. Should the Rider be suspended under the terms of the UCI regulations or those of one of its affiliated federations, she shall not be entitled to the said remuneration referred to in Article 3 for the part of the suspension exceeding one month.

3. In the event of a failure to make payment of the net sums of remuneration on their due date as per Article 3 or of any other sum which is due, the Rider shall have the right, without notice, to the interest and increases provided under national legislation for the payments due.

4. The Rider shall not be expected to remunerate the Team for any ticketed travel, per diem, lodging; any racing equipment (bicycles, components, wheels, tires, electronics such as cycling computers and GPS and power measurement devices) which depreciate with use or which may be damaged by use in cycling races; Team cycling clothing; Team mechanic services such as mechanical preparation and repair of bicycles; Team physician services, medications and injury treatment such as bandages that are prescribed and/or provided by the Team physician; travel agency fees or travel arrangements costs; travel requiring automobile rentals or any fuel costs associated with a vehicle rental or a Team vehicle; embrocations and linens and services of the Team’s masseurs and trainers; or entry fees for races in which the Rider competes in the service of the Team.

5. The remuneration, or any other sum due to the Rider from the Team, shall be paid by transfer to the bank account number (number of bank account, including account number, routing number, and IBAN) of the Rider at the (name of the bank) at (branch or bank’s physical business address where the account is held). Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

6. In addition, the Team will pay the Rider, or pay at its own expense, the Rider’s necessary traveling expenses from her residence to training camps; the Rider’s reasonable board and lodging expenses during training camps and in connection with competing in cycling races; the Rider’s necessary traveling expenses to and from cycling races; the Rider’s necessary traveling expenses to her residence if this contract is terminated by the Team; and such additional compensation, benefits and reimbursement of expenses as may be called for in any collective bargaining or joint agreement which may come into existence and become enforceable during the term of this contract.

7. The Rider is entitled to five months of paid maternity leave under the terms of this contract during the calendar year. The Rider must inform the Team physician and the Team manager of the pregnancy within the first trimester. The Rider and the Team physician may determine the length of time it is physically safe for the Rider to continue competing in the service of the Team before stopping the Rider’s racing schedule. The Team shall continue to employ the Rider in non-racing activities and events for the promotion and marketing of the Team’s sponsors and if applicable allow the Rider to participate in non-racing activities and events for her personal sponsorships. If the length of the maternity leave exceeds the length of the contract, the contract will expire at the end of the calendar year. If the length of the maternity leave exceeds the calendar year and the Rider’s contract is valid for more than one year, the Team is obliged to continue paying maternity leave until the Rider is deemed physically able to compete at the expected level. Any disputes over the Rider’s ability to return to competition in the Team’s service shall be handled under Article 6, Clause 2 of this contract.

8. The Rider is responsible for her tax liabilities in (the rider’s home country of residence, noted in Declarations) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and for any tax liabilities incurred from race prizes earned in the countries in which she earned those prize winnings. The Team is responsible for its tax liabilities and must exclude the Rider from its tax liabilities and the Rider shall not remunerate the Team for any taxes which the Team has liability.

9. The Rider shall be expected to train and race and participate in Team and sponsor activities not to exceed 40 (forty) hours per week.

(a) The Rider shall not be expected to participate in Team and sponsor activities while participating in racing for her national team.

(b) The Rider is entitled to 3 (three) weeks of vacation per calendar year while under this contract. If the contract extends beyond the calendar year, unused vacation time for the Rider will roll-over and be available in subsequent calendar years while under this contract.

# ARTICLE 5 - Prizes And Bonuses

1. The Rider shall be entitled to prizes won during cycling competitions in which she participated for the UCI Team, in accordance with the regulations of the UCI and its affiliated federations. Furthermore, the Rider shall have the right to the following bonuses (tick the appropriate box):

☐ None

☐ (description of bonus, add lines below to accommodate all agreed bonuses)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ARTICLE 6 - Miscellaneous Obligations

1. The Rider may not, for the duration of the present contract, work for any other team or advertise for any other sponsors than those belonging to the UCI Team (name of team), save in such cases as agreed upon by the Team and the Rider or are provided for in the regulations of the UCI and its affiliated federations, or are subsequent to at the time of the signing this agreement already existing personal sponsoring agreements or in any collective bargaining or joint agreement which may come into existence and become enforceable during the term of this contract. (OPTIONAL) The Rider and the Team may specify any personal sponsorships in the space below:

Name of Riders’ personal sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Products or services provided by the sponsor to the Rider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of the sponsorship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Add lines below for multiple sponsors)

2. The Team hereby undertakes to allow the Rider properly to perform her occupation by providing her with the necessary equipment and clothing and by permitting her to participate in a sufficient number of cycling events, either as a member of the team or individually.

(a) The Team agrees to enter the Rider to participate in a minimum of (number of races) \_\_\_\_\_\_\_\_, and up to a maximum number of races (number of races) \_\_\_\_\_\_\_\_\_ in the calendar year.

3. The Rider may not compete in a race as an individual without the express consent of the Team.

(a) The Team shall be deemed to have given its consent for the Rider to compete in an event she requests if it has not replied within a period of ten days from the date of the request. In no case may the Rider take part in a road race as a member of any other structure or a mixed team if the Team in this contract is already entered for that race unless the Rider is participating for her (name of NF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) national team.

4. In the event of selection for a national team, the Team shall be required to permit the Rider to participate in such races and preparatory programmes as may be determined by the national federation or by the Rider. The Team shall authorise the national federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

5. The Parties undertake to respect the Riders’ health protection programme of the UCI and/or the (name of NF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

(a) Unless this contract specifically provides otherwise, if the Rider is injured or becomes ill while under this contract and promptly reports such injury or illness to the Team physician or manager, then the Rider will receive such medical and hospital care during the term of this contract as the Team physician may deem necessary, and will continue to receive her yearly salary for so long, during the season of injury or illness only and for no subsequent period covered by this contract, as the Rider is physically unable to perform the services required of her by this contract because of such injury or illness. If the Rider’s injury or illness while under this contract results in her death, the unpaid balance of her yearly salary for the season of injury will be paid to her stated beneficiary, or in the absence of a stated beneficiary, to her estate.

(Name and address of benificiary) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. The Rider shall attend (a specific number) \_\_\_\_\_ of Team and sponsor media events per calendar year while under this contract to provide promotional services, as long as these events do not conflict with Rider’s training schedule and racing calendar. Attendance by the Rider must be requested with at least 2 (two) weeks prior notification by the Team. The Team is responsible to pay for the Rider’s travel and per diem costs to attend each media event. Such Promotional Services shall include, without limitation, personal appearances and/or participation at schools, government and corporate organizations, trade shows and bicycle racing clinics, and providing media interviews. Unless otherwise permitted by the Team or by Article 6 Clause 1, Rider shall exclusively use the equipment, apparel, and clothing provided by the Team for performance of the event services.

7. The Team shall provide the Rider with health insurance which meets the minimum requirement under the UCI regulations in force at the time this contract is signed by all parties. The Team may not deduct the Rider’s insurance premiums from her salary. The Rider may purchase supplemental personal insurance at her discretion.

8. The Rider shall retain control of her image rights while under this contract and the Team and the Rider must agree how the Rider’s image rights are exploited in a separate addendum to this contract, if applicable. The Rider may transfer all or part of her image rights at her discretion if she is a signatory to a collective bargaining or joint agreement which may come into existence and become enforceable during the term of this contract.

In none of the aforementioned cases shall the present contract be suspended.

# ARTICLE 7 - Transfers

1. On the expiry of the present contract or pursuant to the outcome of any termination noted in Article 8 below, the Rider shall be entirely free to leave the UCI Team and sign a contract with a third party, without prejudice to the provisions of the UCI regulations.

2. The Team and the Rider may define the terms of a transfer from the UCI Team to another UCI team or other team as an addendum to this contract without prejudice to Article 8 of this contract or the provisions of the UCI regulations.

# ARTICLE 8 - Termination Of The Contract

Without prejudice to the legislation governing the present contract, it may be terminated before expiry, in the following cases and on the following conditions:

1. The Rider may terminate the present contract, without notice or liability for compensation:

(a) if the Team is declared bankrupt or insolvent or goes into liquidation;

(b) if the Team does not have insurance for the rider in place as mandated in Article 1 Clause 3;

(c) if the Team or a principal partner withdraws from the UCI Team and the continuity of the UCI Team is not guaranteed or else if the UCI Team announces its dissolution, the winding up of its activities or its inability to meet its commitments; should this be announced for a given date, the Rider shall continue to perform the contract until that date;

(d) in the event of serious misconduct on the part of the Team. Serious misconduct is considered to include a failure to permit the Rider, despite her repeated requests, to participate in competitions over a continuous period in excess of six weeks or over four discontinuous periods of seven days each, during which periods at least one one-day race on the continental calendar took place. Where relevant, the Team shall be required to prove that the Rider was not in a condition to take part in a race.

2. The Team may terminate the present contract, without notice or liability for compensation, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Team. If need be, the Rider shall be required to prove that she was in no state to compete in a race.

(a) In cases where a medical diagnosis proves that the Rider was in no state to compete in a race, or proves that the Rider could not physically prepare to compete at a level expected of the Rider by the Team, or proves that the Rider could not compete in a race without risk of re-injury or reoccurrence of the illness, the Team may not terminate the contract. The medical diagnosis must be provided by the Team physician and be confirmed by a physician of the Rider’s choosing. Medical diagnosis shall not be limited to physical injuries and also include maternity, gynecological, mental illness and mental trauma.

(b) Pre-existing conditions must be disclosed by the Rider to the Team prior to the contract being signed by any party. The specific diagnosis and prior treatment history of the Rider’s pre-existing condition must be kept confidential between the Rider and the Team physician, subject to the prevailing healthcare confidentiality laws in the country (by NF) in which the team is registered. Pre-existing conditions may not be grounds for termination of this contract.

(c) Unless a collective bargaining or joint agreement comes into existence at the time of termination of this contract by Team provides otherwise, the following injury grievance procedure will apply: If the Rider believes that at the time of termination of this contract by Team she was physically unable to perform the services required of her by this contract because of an injury incurred in the performance of her services under this contract, the Rider may, within 45 days after examination by the Team physician, submit at her own expense to examination by a physician of her choice. If the opinion of the Rider’s physician with respect to her physical or mental ability to perform the services required of her by this contract is contrary to that of the Team’s physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by the Team and the Rider or, if they are unable to agree, one selected by either the Rider’s NF or the UCI.

3. Either party shall be entitled to terminate the present contract, without notice or liability for compensation, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

# ARTICLE 9 - Defeasance

Any clause agreed upon between the Parties that runs counter to the terms of the model contract published by (name of national federation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), the law of the country of registration of the team and/or the constitution and rules of the UCI and/or (name of national federation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and which would in any way restrict the rights of the Rider shall be null and void.

# ARTICLE 10 - Arbitration

Any dispute between the Parties arising from the present contract shall be submitted to arbitration and shall not be brought before any court, either in application of the rules of the federation that issued the Rider’s licence or, failing this, the legislation governing this contract. In the cases of possible criminal conduct, the appropriate police authorities in the country in which the criminal offenses may have taken place will be informed, and any grievance between the Rider and the team as a result of any potential criminal infractions shall be excluded from arbitration.

# ARTICLE 11 - Declaration

The parties declare that, apart from the present contract, no other contract has been concluded regarding the Rider’s services for the UCI Team (name of team). The Rider is entitled to ascertain from the National Federation the contract submitted as part of the registration process for the UCI Team.

## CONTRACT EXECUTED AT:

(place) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In three original copies

Labeled on each page of the copies: Each original contains XXX pages numbered from … to …

(Each page of the contract and annexes has been signed by both parties.)

(Rider Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TEAM Signature)

Team Executive Officer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Team Sports Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ADDENDUMS

(Place any addendums in this section, such as a Team code of conduct, or agreement for use of image rights, or permissions to compete in other cycling or athletic disciplines, or buy-out or transfer agreements to allow early termination of the contract.)