



ATHLETES' REPRESENTATIVES RULES

(Approved by Council on 14 August 2023, effective as per Rule 29)

Specific Definitions

The words and phrases used in these AR Rules that are defined terms (denoted by initial capital letters) will have the meanings specified in the Constitution and the Generally Applicable Definitions, or (in respect of the following words and phrases) the following meanings:

“Agency” means an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more ARs.

“Applicable Competitions” means any meet which is part of the Diamond League, World Athletics Continental Tour (Gold), World Athletics Indoor Tour (Gold), Combined Events Tour (Gold), World Athletics Cross Country Tour (Gold), World Athletics Race Walking Tour (Gold), and World Athletics Label Road Races (Platinum, Gold, Elite and Label).

“Applicant” means a natural person that applies for a Licence.

“Approach” means (i) any physical, in-person contact or contact via any means of electronic communication with a Client or potential Client; (ii) any direct or indirect contact with another person or organisation linked to a Client or potential Client, such as (without limitation) a family member, friend, coach, recruiter, school teacher; or (iii) any action when an AR uses or directs another person or organisation to contact a Client or potential Client on their behalf in the manner described in (i) or (ii) above.

“AR Interest” means (i) any beneficial ownership of a legal person through which the relevant activities of those entities are conducted; and/or (ii) being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.

“AR Rules” means these Athletes’ Representatives Rules.

“AR Services” means Athletics-related services performed on or on behalf of a Client, including any negotiation, communication related to or preparatory to the same, or other related activity, with the purpose, objective, and/or intention of concluding a Transaction.

“Athletes’ Representative” or “AR” means a natural person licensed by World Athletics to perform AR Services.

“Client(s)” means an Athlete (including a Ranked Athlete) that engages an AR to provide AR Services.

“Disciplinary Officer” means the member of Staff appointed by the Chief Executive Officer from time to time to act as the World Athletics Disciplinary Officer, and any person deputising for that individual.

“Minor” means an Athlete that is under the age of 18.

“National AR Regulations” means any national athletes’ representative regulations adopted by a Member Federation.

“Other Services” means any services performed for a fee by an AR for or on behalf of a Client other than AR Services.

“**Panel**” means the World Athletics Athletes’ Representative Panel, a first-instance body which has the power to make the decisions granted to it by these AR Rules.

“**Portal**” means the digital platform operated by World Athletics through which the licensing and application process, continuing professional development (**CPD**) programme, dispute resolution process, and reporting shall occur.

“**Procedural Rules**” means the *Procedural Rules Governing the World Athletics Athletes’ Representatives Panel*, set out at Appendix 1 to these AR Rules.

“**Ranked Athlete**” means:

- (a) Any Athlete who at 30 September of the previous calendar year was ranked:
- (i) track Athletes: in the top 100 of the World Rankings (male and female);
 - (ii) field Athletes: in the top 50 of the World Rankings (male and female);
 - (iii) marathon Athletes: in the top 200 of the World Rankings (male and female). An Athlete who at 15 March of the current calendar year is ranked in the top 200 of the World Rankings (male and female) is also a Ranked Athlete for the current calendar year;
 - (iv) road running half marathon-10km Athletes: in the top 200 of the World Rankings (male and female). An Athlete who at 15 March of the current calendar year is ranked in the top 200 of the World Rankings (male and female) is also a Ranked Athlete for the current calendar year;
 - (v) race walking Athletes: in the top 50 of the World Rankings (male and female);
 - (vi) cross country Athletes: in the top 75 of the World Rankings (male and female);
 - (vii) combined event Athletes: in the top 35 of the World Rankings (male and female).
- (b) Any Athlete who:
- (i) at 30 September of the previous calendar year was not ranked in accordance with paragraph (a); and
 - (ii) at 30 September of two calendar years previous was ranked in accordance with paragraph (a).

Example

A female Athlete in the women's 100 metres (track) World Rankings

30 Sep 2022	30 Sep 2023	2024 Ranked Athlete?	2025 Ranked Athlete?
Rank 45	Rank 130	Yes	Yes: if top 100 on 30 Sep 2024 No: if not top 100 on 30 Sep 2024
Rank 130	Rank 15	Yes	Yes
Rank 130	Rank 120	No	No: if not top 100 on 30 Sep 2024 Yes: if top 100 on 30 Sep 2024

- (c) For the avoidance of doubt, an Athlete that meets the ranking criteria in paragraph (a) and/or paragraph (b) for a specific World Ranking is a Ranked Athlete even where they participate in a different discipline where they do not meet the ranking criteria.

Example

A female Athlete is ranked 45 in the women's 100 metres (track) World Rankings at 30 September 2023. She has no World Ranking in any field events at 30 September 2023.

In 2024, she adds long jump to her athletics program. She intends to participate in track events and long jump events at several competitions; at some competitions, she will only participate in track events, at others, only in long jump events.

For the 2024 and 2025 calendar years she is a Ranked Athlete, regardless of whether she only participates in long jump events and regardless of her long jump (field) World Ranking. This is because she met the ranking criteria on the basis of her 100 metres (track) World Ranking at 30 September 2023.

“Representation Agreement” means a written agreement between an AR and a Client for the purpose of establishing a legal relationship to provide AR Services.

“Transaction” means (i) the participation of a Client in a competition (including Applicable Competitions), which may result in, including without limitation, the provision of: promotional services, an appearance fee, prize money, or any other financial or non-financial benefit (e.g. travel, accommodation, visa support); (ii) the employment, registration, or deregistration of a Client with a team or club; (iii) the agreement of a Client to enter into a commercial arrangement which relates to Athletic Shoes (as defined in the Athletic Shoe Regulations) and/or Athlete Kit (as defined in the Marketing and Advertising Regulations).

SECTION 1 – GENERAL PRINCIPLES

1. Overview

- 1.1 These AR Rules seek to implement Articles 4.1 (d) & (e) of the Constitution by establishing the requirements and procedures with respect to Athletes' Representatives and their engagement by Clients.

2. Purpose

- 2.1 The purpose of these AR Rules is to:
- 2.1.1 establish a global, centralised AR regime administered by World Athletics;
 - 2.1.2 identify the eligibility and licensing process to become an AR;
 - 2.1.3 establish the rights and obligations of ARs and Clients; and
 - 2.1.4 provide a dispute resolution and disciplinary mechanism.

3. Objectives

- 3.1 World Athletics has a constitutional obligation to protect the integrity of Athletics (in general) and World Athletics by enforcing standards of conduct and ethical behaviour. Regulation of the occupation of AR is consistent with this obligation.

- 3.2 The objectives of these AR Rules are to:

- 3.2.1 set minimum professional and ethical standards for the occupation of AR (which are consistent on a global basis);
- 3.2.2 set a standard licence fee for all ARs;
- 3.2.3 protect the integrity of Athletics;
- 3.2.4 ensure that the Athlete–AR relationship is founded upon the principle of acting in the best interests of the Client;
- 3.2.5 protect ARs and Clients from abusive, excessive, and speculative practices;
- 3.2.6 establish a simple and effective dispute resolution and disciplinary process;
- 3.2.7 provide transparency for any permitted conflicts of interest; and
- 3.2.8 enhance transparency in financial and administrative affairs.

4. Scope

- 4.1 These AR Rules govern the occupation of Athletes' Representative and apply to:
- 4.1.1 all Ranked Athletes;
 - 4.1.2 all Applicable Competitions;
 - 4.1.3 all Athletes that choose to engage the services of an AR;
 - 4.1.4 all ARs; and

- 4.1.5 all Member Federations.
- 4.2 These AR Rules are enforceable by World Athletics on a global basis where:
- 4.2.1 a Ranked Athlete chooses to engage an individual to provide AR Services (regardless of which competitions they participate in);
- 4.2.2 an Applicable Competition undertakes a Transaction;
- 4.2.3 an Athlete chooses to engage the services of an AR.
- 4.3 These AR Rules do not apply, to the extent set out in AR Rule 5, where National AR Regulations have been established.

5. National AR Regulations

- 5.1 A Member Federation may either choose to implement and enforce National AR Regulations or be obliged to do so through national law. In either circumstance, subject to this AR Rule 5, such National AR Regulations must be consistent with these RegulationsRules.
- 5.2 A Member Federation that implements National AR Regulations must provide them to World Athletics for review (~~translated into~~ English or French) prior to their adoption.
- 5.3 National AR Regulations shall not apply to:
- 5.3.1 any Ranked Athlete (including where they are affiliated to that Member Federation);
- 5.3.2 any Applicable Competition (including where it occurs in the country or territory governed by that Member Federation); and
- 5.3.3 any AR (including where they are domiciled in the country or territory governed by that Member Federation or they provide AR Services to an Athlete affiliated to that Member Federation).
- 5.4 National AR Regulations shall:
- 5.4.1 incorporate AR Rules 16 to 22 of these AR Rules by reference;
- 5.4.2 acknowledge the primacy of these AR Rules over any National AR Regulations;
- 5.4.3 not charge any sort of fee or levy on any AR; and
- 5.4.4 not seek to undermine or circumvent the global nature of these AR Rules in any way through their National AR Regulations (or any other means) by imposing restrictions within their own jurisdiction.
- 5.5 National AR Regulations may:
- 5.5.1 introduce an application and licensing process for national-level athletes' representatives. This may include charging an application and licensing fee (subject to AR Rule 5.4.3), the amount of which must be approved by World Athletics;

- 5.5.2 regulate the activities of those national-level athletes' representatives within the country or territory governed by the Member Federation, subject to the restrictions provided in AR Rules 5.3 and 5.4; and
- 5.5.3 deviate from AR Rules 16 to 22 where they conflict with stricter measures mandated by any national law applicable in the country or territory of the Member Federation.

SECTION 2 – BECOMING AN ATHLETES’ REPRESENTATIVE

6. General Provisions

- 6.1 An Applicant may only become an Athletes’ Representative by:
- 6.1.1 submitting a complete licence application (including payment of the application fee) in the Portal;
 - 6.1.2 complying with the eligibility requirements set out in AR Rule 8 below;
 - 6.1.3 successfully passing the exam;
 - 6.1.4 paying the annual licence fee; and
 - 6.1.5 (if applicable) obtaining professional indemnity insurance.
- 6.2 By applying for a Licence, an Applicant agrees to abide by these AR Rules, the Constitution, and the Integrity Code of Conduct.
- 6.3 Upon receipt of a Licence, an AR agrees to abide by the Constitution and all World Athletics Rules and Regulations (cf AR Rule 20.1.3).

7. Licence Application

- 7.1 An Applicant must complete and submit their application in the Portal, including the upload of any documents required.
- 7.1.1 The application shall include payment of an application fee, which will be set by and payable to World Athletics.
 - 7.1.2 The cost of the application fee will be utilised to facilitate the licensing process, which includes the vetting process set out in AR Rule 8.
- 7.2 An Applicant is obliged to be truthful in their application. They shall make no false, misleading, or incomplete statements in their application. Failure to be truthful may result in their failing the eligibility requirements and their application being rejected.
- 7.3 World Athletics’ Staff will assess whether the application has been completed. If the application is incomplete, they will inform the Applicant and request completion if the Applicant desires to pursue their application. If the application is not rectified within the time limit given, it is deemed withdrawn and will need to be resubmitted.

8. Eligibility Requirements

- 8.1 The Panel is responsible for vetting Applicants against the eligibility requirements.
- 8.1.1 The procedure that will be conducted by the Panel is set out in Appendix 1.
- 8.2 To be eligible to become an AR, the Panel must decide that an Applicant:
- 8.2.1 meets the high standards of conduct and integrity required of an AR; and
 - 8.2.2 is of good character and reputation; and
 - 8.2.3 is physically and mentally fit to provide AR Services; and

- 8.2.4 does not hold a disqualifying position (cf AR Rule 8.4)
- 8.3 In assessing whether an Applicant satisfies AR Rules 8.2.1 to 8.2.3, the Panel, shall without limiting its considerations, take into account whether the Applicant:
- 8.3.1 made false, misleading, or incomplete statements in their application; or
 - 8.3.2 is, or has been, the subject of an investigation or disciplinary action, (whether in any sporting context including within Athletics or with respect to the Integrity Code of Conduct), resulting in adverse findings being made about the person's credibility, integrity, honesty or reputation; or
 - 8.3.3 at any time has not complied with the law; or
 - 8.3.4 is or has been the subject of any public controversy, which has so undermined that person's credibility, integrity, honesty or reputation or has brought the person into such disrepute, that their association, or continued association, with World Athletics has or is likely to adversely affect the reputation or interests of the sport of Athletics or World Athletics (including, for example, any act which may violate Rule 3.3.17 of the Integrity Code of Conduct); or
 - 8.3.5 is unwilling or unable to deal with any potential or actual conflict of interest; or
 - 8.3.6 has ever been convicted of an anti-doping rule violation by any sports governing body (including the Athletics Integrity Unit); or
 - 8.3.7 has ever been convicted of any safeguarding-related rule or subject to any safeguarding-related order by any sports governing body (including World Athletics and/or the Athletics Integrity Unit); or
 - 8.3.8 in the five years before the submission of their application, was ever declared personally bankrupt or was a majority shareholder, director or key office holder of a business that declared bankruptcy, entered administration and/or underwent liquidation;
 - 8.3.9 in the twelve months before the submission of their application, held any AR Interest in any entity, company or organisation that brokers, arranges, or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event to win money.
- 8.4 In assessing whether an Applicant satisfies AR Rule 8.2.4, if the Applicant is an Official or Staff of World Athletics (including the Athletics Integrity Unit), an Area Association or a Member Federation, being a *prima facie* disqualifying position, the Panel notwithstanding may determine the Applicant to be eligible if they meet any of the following exceptions:
- 8.4.1 the Applicant has been appointed or elected to a body of World Athletics, an Area Association, or a Member Federation (and is therefore an Official) to represent the interests of ARs; or
 - 8.4.2 the Applicant has a permitted conflict of interest (cf AR Rule 17.7).
- 8.5 An Applicant must satisfy the eligibility requirements:
- 8.5.1 at the time of their application, to take the exam; and

8.5.2 at all times after being issued their Licence.

8.6 The Panel will notify an Applicant of its decision. An appeal against a decision of ineligibility may be exclusively lodged with the World Athletics Disciplinary and Appeals Tribunal in accordance with the Disputes and Disciplinary Proceedings Rules.

9. Exam

9.1 If an Applicant is declared eligible by the Panel following the vetting process, they will be invited to sit the exam.

9.2 The content of the exam will be prepared by World Athletics. It shall be a written exam which includes testing knowledge of World Athletics' Rules and Regulations and acting as a sports agent.

9.3 The exam will be held once per year on the date(s) and at the location(s) determined by World Athletics.

9.4 Detailed rules and materials governing the exam procedure will be published separately by World Athletics on an annual basis.

9.5 An Applicant will be notified of their exam score. An Applicant that fails the exam may resit the exam in future.

10. Licence Fee

10.1 An Applicant shall pay the licence fee to World Athletics within ninety days of passing the exam. Failure to pay by the time limit will result in their application being rejected and no Licence being issued.

10.2 The amount of the annual licence fee is set by World Athletics. This may include an insurance component (cf AR Rule 11).

10.3 An AR shall pay the licence fee to World Athletics on an annual basis to maintain their Licence. The annual deadline for payment is set by World Athletics.

11. Professional Indemnity Insurance

11.1 World Athletics may procure a professional indemnity insurance policy providing global coverage on behalf of all ARs.

11.1.1 If this occurs, an Applicant or an AR will automatically be granted coverage by the policy procured by World Athletics through payment of the licence fee.

11.1.2 In such cases, the Applicant or AR is not required to obtain or provide proof of obtaining professional indemnity insurance to World Athletics.

11.2 If World Athletics does not procure a professional indemnity insurance policy providing global coverage on behalf of all ARs:

11.2.1 An Applicant shall provide proof to World Athletics that they have obtained professional indemnity insurance providing global coverage within ninety days of passing the exam. Failure to provide proof by the time limit will result in their application being rejected and no Licence being issued.

11.2.2 An AR shall provide proof to World Athletics that they have obtained professional indemnity insurance providing global coverage on an annual

basis to maintain their Licence. The annual deadline for providing proof is set by World Athletics.

12. Licence

12.1 An Applicant that satisfies the requirements in AR Rule 6.1 shall be granted a Licence.

12.1.1 For the avoidance of doubt, an Applicant is not an AR nor licensed to perform AR Services until they receive notification from World Athletics that they have been granted a Licence.

12.2 A Licence:

12.2.1 is issued to a natural person for an indefinite period;

12.2.2 is strictly personal and non-transferable; and

12.2.3 authorises an AR to conduct AR Services on a worldwide basis.

SECTION 3 – MAINTAINING A LICENCE

13. Ongoing licensing requirements

13.1 To maintain their Licence on an annual basis, an AR must:

- 13.1.1 meet the eligibility requirements at all times (cf AR Rule 8.5.2);
- 13.1.2 pay the licence fee to World Athletics by the annual deadline (cf AR Rule 10.3);
- 13.1.3 (if applicable) provide proof to World Athletics that they have obtained professional indemnity insurance by the annual deadline (cf AR Rule 11.2.2);
- 13.1.4 comply with the CPD requirements by the annual deadline (cf AR Rule 14.1); and
- 13.1.5 comply with their reporting obligations (cf AR Rule 23).

13.2 Failure by an AR to comply with one or more of these requirements shall result in their Licence being automatically provisionally suspended by the Disciplinary Officer.

13.3 For cases involving a failure to meet the eligibility requirements (cf AR Rule 13.1.1):

- 13.3.1 The Disciplinary Officer will notify the AR of the reasons they contend that they do not meet the eligibility requirements, the evidence relied upon, and of the automatic provisional suspension. The AR will be provided an opportunity to respond.
- 13.3.2 This notification by the Disciplinary Officer is equivalent to Procedural Rule 10.19 set out in Appendix 1.
- 13.3.3 The Panel will subsequently commence the procedure at Procedural Rule 10.20 set out in Appendix 1 and issue a decision.
- 13.3.4 An appeal against this decision may be exclusively lodged with the World Athletics Disciplinary and Appeals Tribunal in accordance with the Disputes and Disciplinary Proceedings Rules.

13.4 For cases involving a failure to observe the requirements in AR Rules 13.1.2 to 13.1.5:

- 13.4.1 the Disciplinary Officer will notify the AR of their non-compliance and the automatic provisional suspension; and
- 13.4.2 the AR will have sixty days to rectify their non-compliance. Failure to do so shall result in their Licence being permanently terminated.

14. Continuing professional development

14.1 An AR shall comply with the CPD requirements on an annual basis to maintain their Licence. The annual deadline for compliance is set by World Athletics.

14.2 The CPD programme will be set and administered by World Athletics.

14.3 Detailed rules governing the CPD requirements will be published separately by World Athletics on an annual basis.

- 14.3.1 It will be mandatory for an AR to complete the designated safeguarding course, anti-doping course, and integrity course on an annual basis to meet the CPD requirements.

15. Suspension or termination of a licence

- 15.1 An AR may apply for the temporary suspension (for a defined period) or permanent termination of their Licence. The application must be substantiated with reasons.
 - 15.1.1 The Panel will decide whether to grant this application.
 - 15.1.2 The procedure that will be conducted by the Panel is set out in Appendix 1.
 - 15.1.3 An appeal against this decision may be exclusively lodged with the World Athletics Disciplinary and Appeals Tribunal in accordance with the Disputes and Disciplinary Proceedings Rules.
- 15.2 Where a Licence has been permanently terminated (whether by application or otherwise), the former AR must complete the full application process set out in these AR Rules if they wish to provide AR Services in future.

SECTION 4 – ACTING AS AN ATHLETES’ REPRESENTATIVE

16. General Principles

16.1 Only an AR may perform AR Services, subject to the two exceptions below:

16.1.1 a Member Federation may facilitate a Transaction, with the prior consent from World Athletics’ Chief Executive Officer or their nominee, for any of its affiliated Athletes; or

16.1.2 an Athlete may choose to self-represent in a Transaction.

For the avoidance of doubt, the coach or any other person in an Athlete’s entourage is strictly prohibited from providing AR Services unless they are licensed as an AR.

16.2 An AR must always satisfy the requirements in AR Rule 13 to maintain their Licence.

16.3 An AR may conduct their business affairs through an Agency.

16.3.1 Any employee, consultant, contractor, or other representative hired or engaged by the Agency that is not an AR may not perform AR Services.

16.3.2 An AR is liable for any conduct by their Agency, its employees, consultants, contractors, or other representatives, should they violate these AR Rules. This includes without limitation where an AR has delegated responsibility to an individual to Approach a potential Client to enter into a Representation Agreement.

16.4 The following natural or legal persons may not have an AR Interest in the affairs of an AR or their Agency:

16.4.1 a Client; and

16.4.2 any person who holds a disqualifying position (cf AR Rules 8.2.4 and 8.4).

16.5 Where a Member Federation has been provided prior consent from the Chief Executive Officer or their nominee to facilitate a Transaction (cf AR Rule 16.1.1), it:

16.5.1 must designate a person to facilitate the relevant Transaction, and identify that person when seeking consent from World Athletics;

16.5.2 upon receiving consent, shall adhere to the rules governing minors (cf AR Rule 18) and the AR obligations (cf AR Rule 20). The designated person is subject to the same adherence;

16.5.3 shall not charge any service fee (cf AR Rule 19) to the Athlete; and

16.5.4 shall report, on request of or as directed by World Athletics’ Chief Executive Officer or their nominee, any matter relating to the facilitation of the relevant Transaction.

17. Representation Agreement

17.1 An AR may only perform AR Services for a Client after having entered into a written Representation Agreement with that Client.

17.2 Only an AR (or their Agency) may enter into a Representation Agreement with a Client for the provision of AR Services.

- 17.3 A Representation Agreement concluded between a Client and an AR may not exceed two years. This term may be extended by mutual agreement for one year. There is no limit to the number of mutually agreed extensions.
- 17.4 An AR may only execute one Representation Agreement with the same Client at any one time. Before entering or amending a Representation Agreement, the AR shall:
- 17.4.1 inform the Client in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
 - 17.4.2 obtain the Client's written confirmation that they have obtained or decided not to take such independent legal advice.
- 17.5 A Representation Agreement is valid only if it contains the following minimum requirements:
- 17.5.1 the names of the parties;
 - 17.5.2 the duration (if applicable);
 - 17.5.3 the amount of the service fee due to the AR;
 - 17.5.4 the nature and scope of the AR Services to be provided;
 - 17.5.5 the nature and scope of Other Services to be provided (if applicable); and
 - 17.5.6 the parties' signatures.
- 17.6 An AR may only perform AR Services and Other Services for one party in a Transaction, subject to the exceptions below.
- 17.7 As an exception to AR Rules 17.6 ('one party' rule) and 20.1.4 ('conflict of interest' rule), an AR is permitted to be:
- 17.7.1 employed or engaged by a competition (whether an Applicable Competition or other World Rankings Competitions including national-level competitions) in a position (e.g. Meeting Director) where they can directly or indirectly influence the list of participating Athletes in that competition. The AR must:
 - a. report this matter to World Athletics for publication (cf AR Rule 22.3);
 - b. disclose this matter to their Client(s) and/or potential Client(s);
 - c. disclose that they hold a Licence to all Athletes (and their ARs, if applicable) that agree or seek to participate in the relevant competition;
 - d. not utilise their position to circumvent the rules prohibiting an Approach to an Athlete subject to a Representation Agreement (cf AR Rule 20.3.1);
 - e. not utilise any confidential information obtained through their position to dishonestly benefit or profit at the expense of another AR or that AR's Client;
 - f. not dishonestly benefit or profit from their holding dual roles; and

- g. not utilise their position for the dishonest benefit or profit of their Client (whether or not the Client is aware of the dishonest benefit or profit) when determining the Athletes to participate in the relevant competition.

17.7.2 employed or engaged by a company which produces Athletic Shoes (as defined in the Athletic Shoe Regulations) or Athlete Kit (as defined in the Marketing and Advertising Regulations). By way of example, and without limitation to any other possible activities that they may undertake, the AR may be employed or engaged to establish, manage, or oversee a development programme for Athletes. The AR must:

- a. report this matter to World Athletics for publication (cf AR Rule 22.3);
- b. disclose this relationship to their Client(s) and/or potential Client(s);
- c. disclose any restrictions to their Client(s) and/or potential Client(s) regarding the AR Services that they can provide (e.g. a restriction on their ability to procure a commercial agreement for their Client relating to Athletic Shoes or Athlete Kit);
- d. not utilise their position to circumvent the rules prohibiting an Approach to an Athlete subject to a Representation Agreement (cf AR Rule 20.3.1);
- e. not utilise any confidential information obtained through their position to dishonestly benefit or profit at the expense of another AR or that AR's Client; and
- f. not dishonestly benefit or profit from their holding dual roles.

17.8 Any agreement deriving from a Transaction shall specify the AR's name, their Client, their World Athletics licence number, and their signature.

17.9 Any clause in a Representation Agreement which imposes a penalty (whether financial or non-financial) upon an Athlete for deciding to not renew the Representation Agreement (whether with the same AR, Agency, or another AR within the same Agency) upon its expiry shall be invalid.

17.10 A Representation Agreement may be terminated at any time where there is just cause to do so. A party terminating a Representation Agreement without just cause or who caused a Representation Agreement to be terminated with just cause must compensate the other party for any resulting financial damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term.

18. Representation of minors

18.1 An Approach (and/or any subsequent execution of a Representation Agreement) to a Minor or their legal guardian may only be made no more than six months before the Minor reaches the legal employment age applicable in the country or territory of their domicile. This Approach may only be made once prior written consent has been obtained from the Minor's legal guardian.

18.2 An AR that wishes to provide AR Services to a Minor shall first successfully complete any designated CPD course on Minors prescribed by World Athletics and comply with any requirement to represent a Minor established by the law applicable in the country or territory of the Minor's domicile.

- 18.3 A Representation Agreement between an AR and a Minor shall only be enforceable where:
- 18.3.1 it meets the minimum requirements provided in AR Rule 17.5;
 - 18.3.2 the AR has complied with AR Rules 18.1 and 18.2; and
 - 18.3.3 it is signed by the Minor and their legal guardian as provided by the law applicable in the country or territory of the minor's domicile.

19. Service fee

- 19.1 An AR may charge a service fee to a Client as agreed in a Representation Agreement for any AR Services rendered.
- 19.1.1 The agreed service fee shall not be abusive or excessive.
 - 19.1.2 The amount of the service fee shall be directly linked to the benefits agreed for the Client to receive in the Transaction.
- 19.2 Payment of the service fee shall be made exclusively by the Client (e.g. either directly or through a deduction from the Client's remuneration earned from a Transaction).
- 19.3 Payment of the service fee shall be made to a bank account registered in the name of the AR or their Agency.
- 19.4 An AR is entitled to receive a service fee, even when a Representation Agreement has expired, where:
- 19.4.1 the AR has provided a service to the Client corresponding to the AR Services stipulated in the Representation Agreement; and
 - 19.4.2 the Representation Agreement was in force at the time when the relevant AR Services were performed.
- 19.5 An AR may not receive a service fee when engaged to perform AR Services for a Minor until they reach the legal employment age in the country or territory of their domicile.
- 19.6 An AR is not entitled to receive any service fee deriving from a Transaction where:
- 19.6.1 the Client fails to fulfil their obligations which arise from the Transaction; and
 - 19.6.2 the AR still represents the Client at the time of that failure.

20. Athletes' Representative obligations

- 20.1 In addition to obligations referred to elsewhere in these AR Rules, an AR shall:
- 20.1.1 always act in the best interests of their Client(s);
 - 20.1.2 exercise due care and skill in the performance of AR Services;
 - 20.1.3 respect and adhere to the Constitution, the Rules, and Regulations;
 - 20.1.4 avoid conflicts of interest while providing their AR Services unless expressly permitted within these AR Rules;

- 20.1.5 use best efforts to ensure that their Clients honour all agreements deriving from a Transaction (e.g. to participate in competitions, to respect an Athletic Shoe commercial arrangement);
 - 20.1.6 be knowledgeable with regard to the Athletics calendar of competitions and assist, together with their Client's coach, club, and Member Federation, in planning, arranging, and negotiating their Client's competition schedule;
 - 20.1.7 use best efforts to ensure that their Client(s) complies with all applicable Rules and Regulations;
 - 20.1.8 use appropriate efforts to ensure that their Client(s) receives all taxation documents verifying the payment of any tax that has been deducted by the payor from any amounts paid to the Client(s) and, when, Meeting Directors do not supply tax forms, to inform World Athletics to assist in ensuring appropriate tax certificates are provided by the Meeting Directors; and,
 - 20.1.9 immediately report any breaches of these AR Rules to World Athletics (including if applicable to the Athletics Integrity Unit).
- 20.2 Regarding Client disclosure, an AR shall:
- 20.2.1 immediately inform a Client of any written offer (by any means of communication) they have received in relation to their Client; and
 - 20.2.2 provide to a Client, on request, a copy of their Representation Agreement or any agreement in relation to Other Services, a copy of any agreement derived from a Transaction, and a schedule detailing payments of any kind whatsoever made to the AR in relation to a Transaction.
- 20.3 An AR shall not engage, or attempt to engage, in the following conduct:
- 20.3.1 Approach a Client that is bound by a Representation Agreement with another AR, except in the final two months of that Representation Agreement;
 - 20.3.2 enter into a Representation Agreement with a Client that is bound by a Representation Agreement with another AR, except in the final two months of that Representation Agreement;
 - 20.3.3 Approach, enter negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), regarding any Athlete with the aim of inducing them to violate any obligations in an agreement deriving from a Transaction;
 - 20.3.4 offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
 - a. any Official or Staff of World Athletics (including the Athletics Integrity Unit), an Area Association, a Member Federation, an Applicable Competition, a regional association, or a club in connection with AR Services; or
 - b. a Client or potential Client (or any family ~~member~~ ~~Member Federation~~ or legal guardian or friend of that Client) in relation to a Representation Agreement;
 - 20.3.5 conceal material facts from a Client, including without limitation:

- a. failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these AR Rules); or
- b. failing to report a written offer (by any means of communication) made to a Client;

20.3.6 violate these AR Rules in any other way.

21. Client rights and obligations

21.1 A Client may:

- 21.1.1 engage an AR to perform AR Services;
- 21.1.2 self-represent to facilitate a Transaction (i.e. decide not to engage an AR);
- 21.1.3 receive services equivalent to AR Services from their affiliated Member Federation; and
- 21.1.4 request from their AR a schedule detailing all payments of any kind whatsoever made by and/or regarding that Client.

21.2 A Client shall:

- 21.2.1 pay the service fee agreed with an AR in a timely manner (e.g. either directly or through a deduction from the Client's remuneration earned from a Transaction), and in accordance with the Representation Agreement;
- 21.2.2 satisfy themselves that an AR is Licensed by World Athletics prior to signing the relevant Representation Agreement;
- 21.2.3 respect all contractual obligations deriving from any Transaction completed with the assistance of an AR;
- 21.2.4 keep their AR fully informed of their competition schedule, and where appropriate, of any relevant financial and commercial interests;
- 21.2.5 appear, compete at, and promote all competitions where they have agreed to do so, unless precluded by injury or exceptional circumstances;
- 21.2.6 not employ, engage, or permit any third party (that is not their AR) to act or hold themselves out as having authority to provide AR Services on their behalf;
- 21.2.7 not enter, unless authorised by their affiliated Member Federation, any competition that conflicts with following competitions for which they have been selected to compete by their affiliated Member Federation: WAS Events, Area or Regional Championships or Games, National Championships, and by their National Olympic Committee in respect of the Olympic Games;
- 21.2.8 cooperate with any request in relation to their AR made by World Athletics, an Area Association, or their affiliated Member Federation; and
- 21.2.9 immediately report any breaches of these AR Rules to World Athletics (including if applicable to the Athletics Integrity Unit).

21.3 A Client may not engage, or attempt to engage, in the following conduct:

- 21.3.1 engage or appoint an unlicensed person to perform AR Services;
- 21.3.2 accept or request any undue personal, pecuniary, or other advantage from an AR;
- 21.3.3 give, offer or seek to offer consideration or a promise of any kind, either directly or indirectly, to an AR (or to any person connected with that AR), other than the service fee agreed;
- 21.3.4 have an AR Interest in an Agency or the affairs of an AR (cf AR Rule 16.4);
or
- 21.3.5 violate these AR Rules in any other way.

22. Reporting

- 22.1 World Athletics shall prescribe the manner in which ARs shall comply with their reporting obligations or any request or direction from World Athletics to report additional matters.
- 22.2 An AR shall provide all Representation Agreements to World Athletics within 30 days of their execution. An AR shall provide any amendment or termination of that Representation Agreement to World Athletics within 30 days of that occurrence.
- 22.3 An AR shall provide details of any permitted conflict of interest (cf AR Rule 17.7) to World Athletics within 30 days of such conflict becoming apparent.
- 22.4 On request of or as directed by World Athletics, an AR must provide to World Athletics:
- 22.4.1 any agreement with a Client for Other Services;
 - 22.4.2 any agreement derived from a Transaction;
 - 22.4.3 any invoice or proof of payment related to a service fee; or
 - 22.4.4 any information that may impact their obligation to meet the eligibility requirements (cf AR Rule 8).
- 22.5 On request of or as directed by World Athletics, if conducting their business affairs through an Agency, an AR must provide to World Athletics:
- 22.5.1 the corporate and ownership structure of the Agency;
 - 22.5.2 the names of the ARs that use the same Agency to conduct their business affairs, and the name of its employees, contractors, and consultants; or
 - 22.5.3 any change to the information previously provided in relation to the Agency.

SECTION 5 – ADMINISTRATIVE MATTERS

23. Publication

23.1 World Athletics shall publish:

- 23.1.1 the names and details of all ARs;
- 23.1.2 the Clients of all ARs and the expiry date of their Representation Agreement;
- 23.1.3 any permitted conflict of interest (cf AR Rule 17.7);
- 23.1.4 any sanctions imposed on ARs and Clients for violations of these AR Rules.

23.2 Member Federations that implement National AR Regulations shall provide to World Athletics:

- 23.2.1 the names and details of all national athletes' representatives which they have licensed;
- 23.2.2 the Athletes that the national athletes' representatives represent;
- 23.2.3 any sanctions imposed by the Member Federation on a national athletes' representative or an Athlete for violations relating to the National AR Regulations.

23.3 World Athletics may publish some or all the data provided by Member Federations.

24. Dispute Resolution

24.1 The Panel has jurisdiction to determine disputes:

- 24.1.1 arising out of or in connection with a Representation Agreement and/or a Transaction; and
- 24.1.2 where no more than two years has elapsed from the event giving rise to the dispute. This time limit shall be examined *ex officio* in each case.

24.2 The procedure for the resolution of disputes is set out in the Procedural Rules.

24.3 An appeal against any decision made pursuant to this AR Rule 24 may be exclusively lodged with the World Athletics Disciplinary and Appeals Tribunal in accordance with the Disputes and Disciplinary Proceedings Rules.

25. Disciplinary matters

25.1 The following bodies are competent to impose disciplinary sanctions on any party that violates these AR Rules:

- 25.1.1 Disciplinary Officer: for minor disciplinary violations; and
- 25.1.2 Panel: for all other violations of these AR Rules.

25.2 The procedure that will be conducted by the Disciplinary Officer and the Panel is set out in Appendix 1.

- 25.3 An appeal against any decision made pursuant to this AR Rule 25 may be exclusively lodged with the World Athletics Disciplinary and Appeals Tribunal in accordance with the Disputes & Disciplinary Proceedings Rules.
- 25.4 This AR Rule 25 is without prejudice to the jurisdiction of the Athletics Integrity Unit to investigate serious violations of these AR Rules which would also constitute a breach of the Integrity Code of Conduct.

26. Transitory Provisions

- 26.1 Representation Agreements that have been executed prior to, but expire on or after, the date of approval of these AR Rules, shall be considered valid until their expiry, notwithstanding if they do not meet the minimum requirements (cf AR Rule 17.5). Any automatic rollover clause which causes that Representation Agreement to be extended is considered a renewal in accordance with AR Rule 26.2.
- 26.2 Representation Agreements or renewals of Representation Agreements executed after the date of approval of these AR Rules shall comply with the minimum requirements as from the entry into force of these AR Rules.
- 26.3 An individual that is listed in the directory of Athletes' Representatives published on the World Athletics' website as at 01 September 2024 is exempt from the requirement to pass the exam (cf AR Rule 9), provided that:
- 26.3.1 they submit an application for a Licence in the Portal (cf AR Rule 7) by 30 September 2024;
 - 26.3.2 at the time of their application, they comply with the eligibility requirements (cf AR Rule 8). The Panel is responsible for vetting in accordance with AR Rule 8.1; and
 - 26.3.3 after being confirmed as exempt from the exam, they pay the licence fee (cf AR Rule 10) and (if applicable) provide proof of obtaining professional indemnity insurance (cf AR Rule 11).
- 26.4 An individual that meets these requirements will be granted a Licence. They will subsequently be subject to the ongoing maintenance requirements (cf AR Rule 13).

27. Recognition of national law licensing systems

- 27.1 A licensing system for sports agents established pursuant to national law, which permits an individual to perform equivalent services to AR Services in a country or territory, may be recognised by World Athletics, where it establishes:
- 27.1.1 eligibility requirements for all applicants and licensees; and
 - 27.1.2 a requirement for applicants to successfully pass an exam that includes questions related to sports regulation or other educational requirements.
- 27.2 An application for World Athletics to recognise a licensing system for sports agents established pursuant to national law must be sent to World Athletics by the relevant Member Federation governing Athletics in the country or territory where such system is applicable.
- 27.2.1 The World Athletics Chief Executive Officer or their nominee is responsible for deciding applications.

- 27.2.2 World Athletics will notify a Member Federation of the decision. Such decisions are not subject to appeal.
- 27.3 An individual licensed to perform equivalent services to AR Services in a certain country or territory is exempt from the requirement to pass the exam (cf AR Rule 9), provided that:
- 27.3.1 the Council has granted the application for recognition of the relevant national law licensing system;
 - 27.3.2 they submit an application for a Licence in the Portal (cf AR Rule 7);
 - 27.3.3 at the time of their application, they provide proof they were licensed to perform services equivalent to AR Services in the relevant country or territory;
 - 27.3.4 at the time of their application, they comply with the eligibility requirements (cf AR Rule 8). The Panel is responsible for vetting in accordance with AR Rule 8.1; and
 - 27.3.5 after being confirmed as exempt from the exam, they pay the annual licence fee (cf AR Rule 10) and (if applicable) provide proof of obtaining professional indemnity insurance (cf AR Rule 11).
- 27.4 An individual that meets these requirements will be granted a Licence. They will subsequently be subject to the ongoing maintenance requirements (cf AR Rule 13).

28. Matters not provided for

- 28.1 Any matters not provided for in these AR Rules shall be determined by the Chief Executive Officer (or their nominee).
- 28.2 Cases of force majeure affecting these AR Rules shall be decided by the Council, the decisions of which are final.

29. Effective Dates

- 29.1 These AR Rules were approved by Council on 14 August 2023 and are effective as follows:
- 29.1.1 On 1 September 2023: AR Rules 1 to 4, 6 to 12, 23 to 29, which generally relate to the process for obtaining a Licence and the transitory provisions; and
 - 29.1.2 On 1 January 2024: the remaining AR Rules 5, 13 to 22 and Appendix 1, which generally relate to acting as an AR, the obligations of ARs and Clients, and the Procedural Rules.

APPENDIX 1 PROCEDURAL RULES GOVERNING THE WORLD ATHLETICS ATHLETES' REPRESENTATIVES PANEL

SECTION I: ORGANISATION, COMPOSITION, FUNCTIONS

1. Objectives

1.1 These Procedural Rules govern the:

1.1.1 organisation, composition, and functions of the Panel; and

1.1.2 general procedural rules of the Panel.

2. Jurisdiction

2.1 The matters for which the Panel has jurisdiction are provided in the AR Rules.

2.2 In the event of uncertainty as to whether the Panel has jurisdiction to decide a matter, the chairperson will decide.

3. Applicable Law

3.1 The Panel shall apply the Constitution, the Rules, and the Regulations, as well as the specificity of sport, when adjudicating matters.

3.2 The Panel shall apply the law of Monaco on a subsidiary basis.

4. Composition

4.1 The Panel shall be appointed for four years by the Council.

4.1.1 The members of the Panel are subject to the Vetting Rules.

4.1.2 They must be deemed eligible by the Vetting Panel, in accordance with the Constitution and the Vetting Rules.

4.2 The Panel shall be composed of:

4.2.1 a chairperson;

4.2.2 a deputy chairperson; and

4.2.3 the number of ordinary members the Council deems necessary.

4.3 The members of the Panel shall have legal qualifications or relevant experience in Athletics and/or sports agency. They shall not be a current AR or Athlete.

4.4 If a vacancy occurs, the Council may appoint a replacement for the remainder of the term of office. The deputy chairperson shall deputise for the chairperson in their absence. An ordinary member selected by the pool of ordinary members shall deputise for the deputy chairperson in their absence.

5. Independence and Conflict of Interest

5.1 The members of the Panel are bound by the Constitution, the Rules, and the Regulations.

- 5.2 A member of the Panel may not decide a case if there is any legitimate doubt as to their impartiality and shall disclose any circumstance which might give rise to a conflict of interest.
- 5.3 A party is entitled to challenge a member of the Panel appointed to decide a case if it believes that there is a legitimate doubt as to their impartiality.
- 5.3.1 The decision on such challenge shall be made by the chairperson.
- 5.3.2 If the challenge is to the chairperson, the decision on such challenge shall be made by the deputy chairperson.

6. Confidentiality

- 6.1 The Panel shall maintain strict confidentiality on all matters that come to their attention and any case that they decide.

7. Exemption from liability

- 7.1 Neither the persons appointed to the Panel nor the World Athletics Staff acting in an administrative capacity may be held liable for any action or omission relating to any decision or procedure undertaken in accordance with these Procedural Rules.

8. Role of the World Athletics' staff

- 8.1 World Athletics' Staff will provide the day-to-day operational and administrative support for the Panel.
- 8.2 World Athletics' Staff are empowered to make the decisions as provided in these Procedural Rules.

SECTION II: GENERAL PROCEDURAL RULES

9. Scope

- 9.1 AR Rule 8 provides that the Panel has jurisdiction to decide whether applicants meet the eligibility requirements.
- 9.2 AR Rule 15 provides that the Panel has jurisdiction to decide applications for the temporary suspension (for a defined period) or permanent termination of a Licence.
- 9.3 AR Rule 24 provides that the Panel has jurisdiction to determine disputes:
- 9.3.1 arising out of or in connection with a Representation Agreement and/or a Transaction; and
- 9.3.2 where no more than two years has elapsed from the event giving rise to the dispute. This time limit shall be examined *ex officio* in each case.
- 9.4 AR Rule 25 provides that the Panel has jurisdiction to impose disciplinary sanctions on any party that violates the AR Rules except where:
- 9.4.1 the Disciplinary Officer is competent, due to the violation being a 'minor disciplinary violation'; or
- 9.4.2 the Athletics Integrity Unit has commenced an investigation into the same matter.

10. Procedure

- 10.1 As a general rule, the procedure to be implemented by the Panel in any matter shall be efficient, simple to follow, and with limited formality.
- 10.2 The chairperson (or the deputy chairperson if the chairperson is unavailable) shall set the relevant procedure for any matter that arises. This includes without limitation the method of communication with the parties, the submissions and evidence to be provided by the parties, any applicable deadlines, and the format and nature of the Panel's deliberations (including the number of panellists).
- 10.3 A party shall always act in good faith, tell the truth, and cooperate with any request for information made by the Panel and/or World Athletics' Staff.
- 10.4 The same obligations apply to any natural person or legal person under the jurisdiction of World Athletics that is not a party but has been requested to participate in or contribute to a case by the Panel.
- 10.5 The procedure shall be conducted in English. All information provided to the Panel shall be provided in English, with a copy of the original if a translation.
- 10.6 The Panel may consider and rely on any evidence not submitted by a party, including without limitation the evidence generated by or within the Portal.
- 10.7 The standard of proof shall be comfortable satisfaction of the Panel.
- 10.8 A party that asserts a fact has the burden of proving it.
- 10.9 For disputes (cf AR Rule 24), a non-refundable application fee prescribed by World Athletics must accompany the statement of claim.
- 10.10 For all matters before the Panel, there shall be no procedural or legal costs. Parties shall bear all their own costs in connection with any procedure.

Vetting Procedure (AR Rule 8)

- 10.11 The Panel will assess the application against the eligibility requirements. The information before the Panel shall include:
- 10.11.1 the disclosures made in their application;
 - 10.11.2 specialised research commissioned from independent experts, including a verification of the information provided in their application;
 - 10.11.3 other information available to the Panel (cf Procedural Rule 10.6);
 - 10.11.4 any such further inquiry as deemed necessary by the Panel (cf Procedural Rule 10.3).
- 10.12 Upon completion of its assessment, the Panel may
- 10.12.1 decide that the Applicant is eligible; or
 - 10.12.2 make a preliminary decision that the Applicant is ineligible.
- 10.13 Where the Panel has made a preliminary decision that an Applicant is ineligible, it shall notify the Applicant the reasons for it (which shall be confidential).

10.13.1 The Applicant shall be provided an opportunity to make submissions and provide evidence in response to the preliminary decision.

10.13.2 Following receipt of the submissions, the Panel shall make a final decision on whether the Applicant is eligible.

10.14 For the avoidance of doubt, the Panel may determine that an Applicant satisfies the eligibility requirements even though one or more of the matters specified in AR Rule 8.3 exists. In reaching this determination, the Panel may also consider the process by which any of the circumstances set out in AR Rule 8.3 occurred, including whether the process involved a fair hearing before an impartial body or followed the applicable rules or law, or an appeal is pending.

Licence Suspension Procedure (AR Rule 15)

10.15 The Panel will assess the application. The Panel may grant the application, or reject an application on the grounds that:

10.15.1 the application was not substantiated with reasons; and/or

10.15.2 the application was made with the intention to undermine or circumvent the application of the AR Rules in some manner; and/or

10.15.3 granting the application would violate the objectives of the AR Rules (cf AR Rule 3); and/or

10.15.4 any other exceptional circumstances apply.

Disciplinary Procedure (AR Rule 25)

10.16 An investigation may be opened by the Disciplinary Officer based on a report from a third party or *ex officio*. The investigation shall be to determine whether a major or minor disciplinary violation has occurred.

10.17 After opening the investigation, the Disciplinary Officer shall inform the party(ies) that a disciplinary procedure has been commenced.

10.18 Upon completion of their investigation, the Disciplinary Officer may:

10.18.1 decide that a minor disciplinary violation has occurred and issue an administrative sanction directly; or

10.18.2 decide that a major disciplinary violation has allegedly occurred and continue the procedure; or

10.18.3 decide that no disciplinary violation has occurred and close the investigation. In such cases, the Disciplinary Officer may reopen the case if new facts or evidence are discovered in future.

10.19 Where the Disciplinary Officer deems that that a major disciplinary violation has allegedly occurred, they shall forward charges of misconduct and the evidence relied upon to the defendant(s) and provide an opportunity to respond.

10.20 The Panel will assess the matter after receiving the file from the Disciplinary Officer. The Panel has the power to issue the following sanctions:

10.20.1 warning;

- 10.20.2 fine or any other pecuniary measure;
- 10.20.3 return of awards or prize money;
- 10.20.4 withdrawal of a title;
- 10.20.5 suspension for a specific period of time;
- 10.20.6 suspension from taking part in any Athletics-related activity;
- 10.20.7 community service; and
- 10.20.8 suspension or withdrawal of an AR licence.

10.21 Unless otherwise specified in the AR Rules, violations are punishable regardless of whether they have been committed deliberately, recklessly, or negligently. Acts amounting to an attempt are also punishable. Any person that takes part in committing a violation or induces someone to do so, whether as an instigator or accomplice, may also be sanctioned.

Dispute Resolution Procedure (AR Rule 24)

10.22 A party may submit a claim against another party which shall contain the following:

- 10.22.1 the name and email address for notification of the party;
- 10.22.2 (if applicable) the name and email address for notification of any authorised representative, and a copy of the power of attorney;
- 10.22.3 the identity and address for notification of the respondent(s);
- 10.22.4 a statement of claim, setting out full written arguments, the evidence relied upon, and requests for relief;
- 10.22.5 the details of a bank account registered in the name of the claimant;
- 10.22.6 the date and a valid signature;

10.23 World Athletics' Staff will assess whether these requirements are met. If the claim is incomplete, they will inform the claimant and request completion. If the claim is not rectified within the time limit given, it is deemed withdrawn and will need to be resubmitted.

10.24 World Athletics' Staff, after assessing whether a claim is complete, will subsequently assess whether:

- 10.24.1 the Panel obviously does not have jurisdiction; and/or
- 10.24.2 the claim is obviously time-barred.

10.25 Following this assessment, World Athletics Staff may refer the case to the chairperson for an expedited decision. If the chairperson considers that the claim is not affected by any preliminary procedural matters, they shall order the World Athletics staff to continue the procedure.

10.26 After determining that the claim is complete, in disputes without *prima facie* complex facts or legal issues, World Athletics' Staff may make a settlement proposal to finalise

the matter without a decision of the Panel. Such proposal is without prejudice to any future decision of the Panel.

10.27 A party shall accept or reject the settlement proposal within the time limit granted. A party that fails to respond shall be deemed to have accepted it. Where a settlement proposal is accepted a confirmation letter will be issued by World Athletics staff. The confirmation letter shall be considered a final decision.

10.28 After determining that the claim is complete, and (where relevant) if the procedure is to continue following the conclusion of any preliminary procedural matters or settlement proposals, World Athletics' Staff will request that the respondent(s) submit their response to the claim. If the respondent(s) fail(s) to submit a response to the claim, a decision will be made by the Panel based on the file.

10.29 The Panel will assess the matter after receiving the file from World Athletics' Staff.

10.30 Where a decision had been made or a settlement proposal has been accepted, the consequences of the failure to pay the amounts ordered shall be included in decision. Determination of the consequences for failing to comply with a financial decision shall be made by the Panel (for a decision) or World Athletics' Staff (for a settlement proposal).

11. Notification

11.1 A decision will be notified to a party directly.

11.2 Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party.

11.3 Decisions enter into force as soon as notification occurs.

11.4 Obvious mistakes in decisions and obvious procedural errors discovered after a decision is rendered may be corrected, *ex officio* or on application, by the Panel. Where a decision has been corrected, regulatory time limits will commence from the time of notification of the rectified decision.

12. Publication

12.1 All decisions shall be published on the World Athletics website following notification.

12.2 Where appropriate, World Athletics Staff may redact the written reasons.

13. Representation

13.1 A party may appoint an authorised representative to act on its behalf in any procedure. It shall provide written authorisation (e.g. a power of attorney) to be represented in the specific procedure.

13.2 A party is responsible for the conduct of its authorised representative. Authorised representatives are obliged to tell the truth and act in good faith in any procedure.

13.3 The Panel or the World Athletics Staff may, at any stage of a procedure, request the intervention of another natural or legal person as a party or an interested participant in a procedure.

SECTION VI: FINAL PROVISIONS

14. Transitory Provisions

- 14.1 Any procedure that commenced prior to this edition of the Procedural Rules coming into force shall be subject to this edition of the Procedural Rules.
- 14.2 World Athletics' Staff shall make all decisions regarding the application of these Procedural Rules to procedures that commenced prior to this edition coming into force. As a general rule, a party should not be prejudiced by any amendment to the Procedural Rules prior to their procedure being finalised.

15. Matters not provided for

- 15.1 Any matters not provided for in these Procedural Rules which occur in the context of a procedure shall be determined by the chairperson.
- 15.2 Any matters not provided for in these Procedural Rules which occur outside of the context of a procedure shall be determined by World Athletics' Chief Executive Officer (or their nominee).
- 15.3 Cases of force majeure affecting these Procedural Rules shall be decided by the Council, the decisions of which are final.