

**§ 9 UCI Model Contract Between a Rider and a Track Team**

**3.7.029**

Between the undersigned,

(name and address of employer)

employer of the Track Team (name of the Track Team), affiliated by the (name of the National Federation) and whose principal partners are:

1. (name and address) (if appropriate, the employer)
2. (name and address)

hereafter called «the Employer»,

ON ONE PART

And: (name and address of the rider)

born in on

nationality

holder of a licence issued by

hereafter called «the Rider»

ON THE OTHER PART

Do hereby recall that:

- The Employer employs a team of cyclists who, forming the (name of the Team) and under the direction of Mr. (name of the Team Manager), participate in track events governed by the Regulations of the Union Cycliste Internationale;
- The Rider wishes to join the (name of the 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 Federation.

This having been established, it is hereby agreed as follows:

ARTICLE 1 - Engagement

The Employer shall engage the Rider, and the Rider shall agree to be engaged as a Track rider.

The participation of the Rider in events in other disciplines shall be agreed upon by the Parties case by case.

ARTICLE 2 - Duration

The present contract shall be concluded for a fixed period commencing on...and expiring on...

**a) Paid rider**

The Rider shall be entitled to an annual gross salary of.... This remuneration may not be lower than the legal minimum wage or, where there is no legal minimum, than the usual salary that is paid or should be paid to full-time workers employed in the country whose National Federation issued the Rider's licence or in the country where the Team has its head office, whichever the higher.

If the duration of that contract is to be less than one year, the Rider shall, over that period, earn at least the full annual salary provided for in the preceding paragraph, less the contractual salary that he would have been able to earn, as a rider with professional status, with some other employer in the course of the year preceding the final date of the present contract. This provision shall not apply if the present contract is extended.

**b) Unpaid rider**

The Rider receives no wages or remuneration but receives expenses as per the scale below for the activities carried out for the team and/or at its request: (Suggestions, examples →)

- (currency and amount) per kilometre travelled;
- reimbursement of air tickets for distances greater than (number) km;
- reimbursement of the cost of a 2-star hotel room for the nights before and after the event if the competition venue is more than (number) km from the rider's home;
- on presentation of receipts, reimbursement for all meals taken during travel up to a maximum price of (currency and total amount) per meal;
- on presentation of invoices, reimbursement for minor mechanical expenses to a maximum total amount of (currency and total amount) per year.

**ARTICLE 4 - Payment of remuneration**

**a) Paid rider**

1. The Employer shall pay the salary referred to in article 3 above in at least four instalments, at the latest on the last working day of each three-month period.
2. Should the Rider be suspended under the terms of the UCI Regulations or those of one of its affiliate Federations, he/she shall not be entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month.
3. Should the Employer fail to pay to the net the remuneration referred to in article 3, the Rider shall, without summoning the Employer to make payment, be fully entitled to the following extra benefits:
  - (a) 5% interest for each of the five working days in arrears starting with the fourth day,
  - (b) and thereafter, an 1% interest for each weekday.

The total increase may not exceed 50% the amount due.

**b) Unpaid rider**

1. The Team must pay the sums specified in article 3 no later than the last working day of each month as long as it has received the expenses claim from the rider before the 20th of that month.
2. In the event of a failure to make payment of any sum by its due date, the rider has the right, without notice, to the interest and supplements commonly applied in that country. Any sum due to the rider from the team must be paid by transfer to the rider's bank account no (number) at the (name of the bank) at (branch where the account is held). Only the proof of the execution of the bank transfer is accepted as proof of payment.

ARTICLE 5 - Insurance

The Employer shall provide the rider with an appropriate insurance to ensure a reasonable allowance in the event of an unforeseen injury or illness which affects the rider's ability to fulfil the competition aspects of his/her contractual obligations.

ARTICLE 6 - Premiums and prizes

The Rider shall be entitled to premiums and prizes won during cycling competitions in which he/she participated for the Team, in accordance with the Regulations of the UCI and its Affiliated Federations.

Premiums and prizes shall be paid as promptly as possible, but at latest on the last working day of the month following that in which said premiums and prizes were won.

ARTICLE 7 - Miscellaneous Obligations

1. The Rider may not, for the duration of the present contract, work for any other Track Team or advertise for any other sponsors than those belonging to the (name of the Team), except in such cases as are provided for in the Regulations of the UCI and of its affiliated Federation.
2. The Employer hereby undertakes to allow the Rider properly to perform his occupation by providing him with the necessary equipment and apparel and by permitting him/her to participate in a sufficient number of cycling events, either as a member of the Team or individually.
3. The Rider may not participate individually in a race without the express agreement of the Employer. The Employer shall be deemed to have given its agreement 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 race within any other structure or a mixed team if the (name of the Team) has already entered for that race.

In case of a national selection, the Employer shall be required to permit the Rider to participate in preparatory races and programmes decided upon by the National Federation. The Employer shall authorise the National Federation to give the Rider any instructions it deems 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.

In none of the aforementioned cases shall the Contract be suspended.

ARTICLE 8 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to sign a new contract with another employer, subject to the provisions of the UCI Regulations.

ARTICLE 9 - End of contract

Notwithstanding the legislation governing the present contract, it may terminate before expiration, in the following cases and on the following conditions:

1. The Rider may terminate the present contract, without notice nor liability for damages:
  - (a) if the employer be declared bankrupt, insolvent or goes into liquidation.
  - (b) if the employer or a principal partner withdraw from the Team and the continuity of the Team is not guaranteed or else if the Team announces its dissolution, the winding up of its activities or its inability to meet its commitments; if the announcement be made for a given date, the Rider shall perform the contract until that date.
2. The Employer may terminate the present contract, without notice or liability for damages, in the case of serious default on the part of the Rider and of the suspension of the Rider under the terms of the UCI Regulations for the duration of the present contract remaining to run.

Serious defaulter is considered, in particular, refusal to participate in cycling races, despite being constantly summoned to do so by the Employer.  
If need be, the Rider shall have to prove that he was in no state to participate in a race.

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

ARTICLE 10 - Unreasonable demand

Any clause agreed upon between the parties that runs counter to the terms of the UCI Model Contract between a Rider and a Team and/or to the provisions of the UCI Constitution or Regulations and which would in any way restrict the rights of the Rider shall be null and void.

ARTICLE 11 - Arbitration

Any dispute between the Parties arising from the present Contract shall be submitted to arbitration, to the exclusion of the courts, by the UCI arbitral board.

Made in \_\_\_\_\_ on \_\_\_\_\_

in as many copies as required by the legislation applicable to the present Contract, that is to say,..... plus one copy to be sent to the UCI.

The Rider \_\_\_\_\_ The Employer \_\_\_\_\_

Approved for joint and several liability for three (3) months salary payment

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Principal Partner<br>of the Track Team | Principal Partner<br>of the Track Team |
|----------------------------------------|----------------------------------------|

*(text modified on 1.01.10; 14.10.16)*