



**TEAM HANDBOOK FOR USBA INTERNATIONAL SENIOR-LEVEL
COMPETITION AND TRAINING TRIPS
Dated September 2022**

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2. PURPOSE

The purpose of this Team Handbook (Handbook) is to provide guidance on operational details and expectations for athletes and United States Biathlon Association (USBA) team staff participating in USBA-led, senior-level IBU Cup and World Cup competition and training trips. That written, much of the information may also apply outside of such competition and training. Additionally, the Handbook lays out steps for conflict resolution and serves as a guide for athlete rights and resources within and beyond the scope of USBA.

All conduct by members of USBA, including athletes, staff, board members, volunteers, coaches, officials (if any) and other persons designated by USBA to participate in certain USBA events (collectively, Team Members), are governed by the applicable sections of the Handbook, the USBA Bylaws and related policies such as the [Team Code of Conduct](#), Code of Ethics, etc. as well as the rules and policies of the United States Olympic & Paralympic Committee (USOPC), United States Anti Doping Agency (USADA), US Center for SafeSport (Center), the International Olympic Committee (IOC), and the International Biathlon Union (IBU). Nothing in this document shall be seen to supersede the authority of the aforementioned organizations or their policies. The Handbook cannot address all issues. Thus, if you have questions, please contact USBA's High Performance Director and/or USBA team staff leading your trip.

3. OVERVIEW

3.1

USBA is the national governing body for the sport of biathlon in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). USBA's mission is to "foster the growth of the biathlon community in the US, develop athletes with integrity and achieve international and Olympic success." As part of that mission, USBA leads winter competition and training trips to support athletes who have demonstrated the capability and drive to be elite international athletes with potential to win medals in international competition.

Team Member Participation Agreement

On a yearly basis all Team Members must agree to the applicable stipulations set forth in the Handbook via the Team Member Participation Agreement listed on Appendix A. Further, in order for athletes to obtain certain services, including without limitation, direct athlete support (DAS), world cup (WC) Bonuses, need based athlete (NBA) support, athletes must sign the Team Members Participation Agreement. This agreement adheres to the USOPC NGB Athlete Agreements Policy (Appendix I). In the event an athlete refuses to sign the Team Member Participation Agreement, this may impact such athlete's ability to receive certain services beyond those required of USBA to allow for the Athlete's participation in Protected Competition as outlined in Chapter 28 of the USBA By-Laws (Appendix D) and Section 9 of the USOPC By-Laws (Appendix E).

No Employment

Neither this Handbook nor signing the Team Member Participation Agreement establishes an employment relationship between the signing party and USBA, unless an employment relationship already exists.

Right to Compete

If an athlete believes their right to participate in Protected Competition has been denied or threatened, they may seek guidance from the Office of the Athlete Ombuds or USBA Athlete Representatives (see contact information below). They may also file a grievance with USBA under Chapter 31 of USBA By-Laws (Appendix G) or file a complaint with the USOPC via the process set forth in Section 9 of the USOPC Bylaws entitled "Athletes' Rights."

Contact Information

Current Athlete Representatives: Kelly Kjorlien (krkjorlien@gmail.com), Jake Brown (wjakebrown@gmail.com) and Sean Doherty (sdoherty68@gmail.com).

Office of the Athlete Ombuds: ombudsman@usathlete.org and 719-866-5000 or visit usathlete.org for more information.

Information about Athletes' Rights under Section 9 of the USOPC Bylaws, and an overview of the Section 9 complaint process:

<https://www.teamusa.org/Footer/Legal/Dispute-Resolution>. (Appendix F).

Other USBA Contact Information

USBA High Performance Director – Lowell Bailey (lbailey@usbiathlon.org)

USBA's Accountant – Lisa Shain (lisa.shain@usbiathlon.org)

3.2 Referenced Documents and Where to Find Them

- IBU Advertising Rules:
<https://assets.ctfassets.net/cz0vl36hcq0x/4q21poprGcChvqaDhSIIzu/c642c7f05d828fdb870138eb8c244a04/cj66clyhvbmq1buqantr.pdf>
- IBU Event and Competition Rules: <https://www.biathlonworld.com/inside-ibu/downloads>
- Ted Stevens Olympic and Amateur Sports Act:
<https://www.teamusa.org/footer/legal/governance-documents>
- Personal Performance Gear in Winter Sport: Appendix A
- USBA 2021-22 International Team Selection Criteria: <https://www.teamusa.org/US-Biathlon/Resources/Team-Selection-Procedures/International-Team-Selection-Criteria>
- USBA 2022 Olympic Team Selection Criteria: <https://www.teamusa.org/US-Biathlon/Resources/Team-Selection-Procedures/2022-Olympic-Team-Selection-Criteria>
- USBA 2021-22 Projected Self Pay Costs: Appendix B
- USBA By-Laws: <https://www.teamusa.org/us-biathlon/about-us/governance>
 - Chapter 28: Appendix D
 - Chapter 31: Appendix G
 - Chapter 32: Appendix H
- USBA Code of Conduct (general): <https://www.teamusa.org/US-Biathlon/About-Us/USBA-Code-of-Conduct>
- USBA Code of Ethics and Policy Against Conflicts of Interests:
<https://www.teamusa.org/us-biathlon/about-us/governance>
- USBA SafeSport Policy and Minor Athlete Abuse Prevention Policy:
<https://www.teamusa.org/us-biathlon/resources/safesport>
- USBA Team Code of Conduct: <https://www.teamusa.org/US-Biathlon/Resources/Team-Selection-Procedures/USBA-Team-Code-of-Conduct>
- USBA World Cup Bonus Payment Schedule: Appendix C
- US Center for SafeSport Code: <https://uscenterforsafesport.org/response-and-resolution/safesport-code/#:~:text=The%20SafeSport%20Code%20defines%20the,U.S.%20Olympic%20and%20Paralympic%20Movement.>
- USOPC By-Laws: <https://www.teamusa.org/footer/legal/governance-documents>
 - Section 9: Appendix E
 - Section 9 Complaint Overview: Appendix F,
<https://www.teamusa.org/Footer/Legal/Dispute-Resolution>
 - Section 9 Complaint Form: <https://www.teamusa.org/Footer/Legal/Dispute-Resolution>

- WADA 2022 List of Prohibited Substances and Methods: https://www.wada-ama.org/en/content/what-is-prohibited?gclid=CjwKCAiA24SPBhB0EiwAjBgkhoqpfxFYr-3ZYdyA4k6VdGJXMyq10IOnZQ1ZgwOatdhGdyETm51VixoCV4UQAvD_BwE

4. TEAM MEMBER AGREEMENT

Individuals will be required to sign a Team Member Agreement on an annual basis to receive the benefits listed in Section 5.3.

5. TEAM’S RIGHTS AND OBLIGATIONS

5.1 Commitment to Competition and Professionalism

5.1.a. USBA is committed to fielding a full and competitive team at IBU Cup and World Cup competitions. Full teams will be named for all IBU Cup and World Cup events. Any exceptions to the foregoing will be clearly stated in the International Team Selection Criteria. (See *IBU Event and Competition Rules* Section 1.5.3 “Qualification Criteria” for details). The Team is not obligated to backfill declined start spots but may do so after evaluating the practical/logistical concerns in each case to reach a reasonable decision with the International Competition Committee.

5.1.b. At all times team members will maintain a safe and professional working environment for in order to pursue high performance goals. All team members will abide by the USBA Team Code of Conduct (<https://www.teamusa.org/US-Biathlon/Resources/Team-Selection-Procedures/USBA-Team-Code-of-Conduct>), this Handbook, the SafeSport Code, and other relevant USBA policies. –Generally speaking, this means that team members will act at all times with respect and curtesy and represent USBA in a manner that reflects well on the organization and the sport as a whole. With regard to “time off” (i.e., time not competing, training, or providing support for these activities) team members will ensure that they are not impaired in a way that compromises the ability to optimally perform during “time on”.

5.2 Financial Transparency

5.2.a USBA will provide athletes with an estimated co-pay cost schedule before the start of the season. It is understood that these estimates can change.

5.2.b The Team will notify athletes of the actual co-pay for the trip prior to trip. In the case of an unexpected increased change in costs the USBA staff will discuss the situation with athletes and consider their input before the athletes incur the cost.

5.2.c If requested by an athlete, USBA can share a best-estimate itemized budget. It is understood that, due to unforeseen circumstances, costs may change, or new costs may arise that may not be included in the best-estimate itemized budget. USBA ensures that the athlete co-pay amount goes directly toward costs only incurred directly by the Athlete (e.g., transportation, room, board, contract work (example: wax techs, massage therapist), coaches’ room and board) and NOT to coaches’ salaries, other athletes’ expenses, fundraising, etc.

5.2.d In the unlikely event that an athlete pays for a USBA expense, the athlete will submit a request for reimbursement and associated receipts via email to the High Performance Director and USBA’s Accountant. The request must be submitted within

one (1) calendar month of the completion of the trip and USBA will reimburse the athlete within thirty (30) days of submission unless other arrangements are communicated and agreed upon by both parties. Any questions regarding what expenses qualify for reimbursement should be directed to the High Performance Director.

5.3 Financial Support. Financial Support is an Additional Service provided to those athletes who sign and abide by the Team Member Participation Agreement.

5.3.a. USBA will provide athletes with a bonus based on top 30 results on the World Cup as outlined in Appendix C. This system is based on the World Cup points calculation as used by the IBU from 1985-2000. The assigned value of \$75 per point scored during world cups and \$150 per point scored during World Championships or Olympic Games, up to a maximum of 100 points per season.

5.3.b. Athletes qualifying for WC bonus payment will be paid by USBA no later than October 1 following a competition season, unless otherwise set forth herein.

5.3.d. USBA will work with the USOPC to provide a Direct Athlete Support (DAS) program based on criteria that is approved by both USBA and the USOPC. Historically the DAS allocations have been based on World Cup/World Championships/Olympic performance with some consideration for developing athletes competing in other events. Because DAS is part of the annual agreement between the USOPC and USBA it is not possible to detail the particulars. However, USBA will inform the affected athletes of the DAS program once it is finalized with the USOPC, generally not later than August 20th unless otherwise announced. DAS will only be provided when athletes attend scheduled camps and competitions. Similarly, if an athlete doesn't attend a camp or competition, DAS will be affected, unless a written exception has been granted in advance, by the responsible USBA Coach and the High Performance Director (HPD).

5.3.e. Need-Based Athlete (NBA) Support. When budget allows, USBA may offer athletes the possibility to apply for NBA Support. This financial support is given to offset camp and competition co-pay expenses for those athletes who do not have third-party entities reimbursing them for the same expenses.

5.4 Athlete Logistical Support

5.4.a. The team will be responsible for planning and providing logistical support to the athlete.

5.4.b. In the event that any athlete must stay in Europe for more than 90 days within any 180-day period, the team will facilitate the acquisition of the appropriate visa to allow the athlete to legally train and compete abroad.

5.4.c. The athlete shall receive material support from the team including ski preparation, ammunition, and team clothing (see "Athlete Rights and Obligations" in Section 6 of this document for details).

5.5 Sponsors and Media

USBA shall notify athletes of any sponsorship and advertising agreements that directly impact the athlete and will communicate what is expected from the athlete.

5.6 Disciplinary Action

In the case that an athlete or other team member violates any applicable USBA policy, such as this Handbook, the By-Laws, SafeSport policy, Code of Conduct, Code of Ethics, or Policy Against Conflict of Interests, USBA shall follow the applicable processes outlined in Chapter 31 and 32 of the USBA By-Laws (see Appendices F and G) and/or the USBA SafeSport and Minor Athlete Abuse Prevention Policies (<https://www.teamusa.org/us-biathlon/resources/safesport>).

If an athlete violates the Team Member Participation Agreement but no other formal USBA, USOPC, U.S. Center for SafeSport, WADA/USADA, or IBU rules/policies, the athlete will retain their right to compete in Protected Competition and USBA may terminate the Team Member Participation Agreement.

If immediate disciplinary action is deemed necessary by the trip leader, High Performance Director, and/or USBA CEO for the safety or well-being of other athletes and/or team members or in the case of a sufficiently serious allegation, for example a Safe Sport issue, it may be necessary to implement interim measures prior to the matter being heard on the merits as outlined in Chapter 32 of the USBA By-Laws (Appendix H) and the USBA SafeSport and Minor Athlete Abuse Prevention Policies. In such cases, the Respondent is afforded an opportunity for a provisional hearing on whether the interim measure was necessary (not on the merits of the issue) within a reasonable amount of time. The Respondent may also request Expedited Procedures (Appendix H, Section 5) if it affects his or her opportunity to participate. The provisional hearing is not a full hearing on the merits. The sole issue before the Hearing Panel is whether there is reasonable cause to impose an interim measure. Interim measures may include, but are not limited to, altering training schedules, providing chaperones, limiting contact, restricting access to or removal from the venue, and suspensions. The respondent will still be afforded a hearing on the merits in a timely manner thereafter in accordance with the procedures outlined in Chapter 32 of the USBA By-Laws (Appendix H).

5.7 Communication Expectations

USBA staff and athletes will communicate in a timely manner, using appropriate methods such as telephone, e-mail, WhatsApp, SMS, or video messaging, or other methods depending on the nature of the communication and the expressed and reasonable communication preferences. USBA staff and athletes will respond to the other's correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines set forth in USBA policies and if deadlines aren't stated use reasonable efforts to respond within seven (7) business days, unless circumstances exist beyond the control of the responding party.

With regard to team selection processes (including trip selection and national team selection) USBA will notify the athletes of their qualification status prior to any public press release.

6. ATHLETE'S RIGHTS AND OBLIGATIONS

6.1 Participation and Membership

6.1.a. Athletes shall obtain and maintain a USBA competitors' membership. A USBA competitor's membership can be acquired here: <https://www.teamusa.org/us-biathlon/membership/join-usba-online>

6.1.b. Athletes shall abide by all applicable USBA policies and procedures.

6.1.c. The athlete has the right and obligation to participate in all Team activities, including daily training, competitions, media engagement and other USBA events. If the athlete wishes to modify his/her involvement in Team activities, including participation in competitions, he/she should, in timely manner, discuss this with the Trip Leader, HPD, and coach and come to an agreed-upon set of expectations, if possible. If agreement cannot be reached and/or the changes are significant enough (as determined in USBA's reasonable discretion) the services provided to the athlete may be terminated or otherwise altered by USBA. USBA will notify the athlete of any changes to the services in writing (email will suffice). For clarity, service changes do not impact an athlete's right to compete.

6.1.d. The athlete undertakes to follow the prepared training plan unless other arrangements are agreed upon by the athlete and their coach, the Trip Leader, and High Performance Director if applicable.

6.1.e. The athlete has a right to participate in protected competitions (as defined by USOPC Bylaws) for which they have qualified and been selected by USBA in accordance with its selection procedures to represent the United States, and if that right is denied or threatened, the athlete may seek the assistance of the Office of the Athlete Ombuds at ombudsman@usathlete.org and 719-866-5000, or file a grievance under [Chapter 31 of USBA's Bylaws](https://www.teamusa.org/us-biathlon/about-us/governance) (Appendix G, <https://www.teamusa.org/us-biathlon/about-us/governance>) or [Section 9 of the USOPC Bylaws](https://www.teamusa.org/Footer/Legal/Governance-Documents/Section-9-Complaint-Form) (Appendix F, <https://www.teamusa.org/Footer/Legal/Governance-Documents/Section-9-Complaint-Form>).

6.2 Insurance Sport Safety

6.2.a. While on international trips with USBA, USBA will arrange for travel and medical coverages as determined by USBA in its reasonable discretion, generally including assistance or financial coverage for a wide range of travel emergencies including medical and dental emergencies, hospital and ambulance services, lost medical items such as corrective lenses, lost or stolen travel documents, and medical repatriations and evacuations. Exclusions may apply. Coverage offered by the USOPC through their EAHI program insurance provider will be taken into account and will not be duplicated. If the athlete is subject to an emergency, they should contact the High Performance Director as soon as possible since generally a claim must be filed with the USBA provider within 20 days of the date the cost was incurred. Contact the High Performance Director at lbailey@usbiathlon.org for details.

6.2.b. Athlete shall comply with all applicable policies and protocols of WADA, USADA and the IBU anti-doping, including testing in and out of competition and whereabouts filing. Athletes who are subject to a testing pool must keep their whereabouts filings current at all times. Missed tests and filing failures can result in suspension from competition.

6.2.c. Athlete shall not violate any applicable anti-doping regulations, including those of WADA, USADA and the IBU. It is the athlete's personal duty to ensure that they do not have exposure to a Prohibited Substance. This responsibility applies, even in cases where others (including medical personnel) may have recommended the use of prohibited substances (e.g., medication). The athlete must take utmost care to ensure proper use of the Therapeutic Use Exemptions if necessary (see <https://www.usada.org/athletes/testing/tue/apply/>).

6.2.d. Athlete will comply with the SafeSport Code and USBA's SafeSport Policy and Minor Athlete Abuse Prevention Policy (as applicable) as well as all policies, education and certifications as required by the United States Center for SafeSport.

6.3 Uniforms, Performance Gear, and Sponsorships

6.3.a. Athlete will wear Team-issued clothing and training equipment at the venue ("field of play") when representing USBA at international competitions for the entirety of the racing season and certain other USBA team environments when requested. This clothing will be provided and display all current Team sponsors where applicable. If an athlete has not been issued certain items, they should ask Team staff if these items are available before they wear alternate clothing to the venue. Personal clothing or items with personal sponsors are only allowed to be worn at the competition venue if approved by Team leader in advance in writing in the case that Team staff doesn't have equipment on hand (a rain jacket in an appropriate size for the athlete, for example).

6.3.b. Athlete will be provided with team clothing to include at a minimum basic performance clothing kit including:

- Race uniform top and bottom
- Race hat and headband
- Warm-up jacket, and pants

The Team will do its best to provide these items in the athlete's optimal size. It is understood, however, that expected quantities of each size have been ordered prior to the

season and so it is possible that certain sizes may not be available if an athlete joins a Team trip mid-to-late season.

6.3.c. While competing in Protected Competitions (under which IBU Cup and World Cup events fall), the athlete has the right to use his or her own “Personal Performance Gear” for the specialized equipment listed on Appendix A.

6.3.d. The Team reserves the right to all advertising space on all Team-issued clothing and racewear. Athlete will not place or wear any additional logos on any clothing or racewear provided by the Team with the exception of the exempted personal performance gear items (including rifle, see Appendix A), and as long as items and logos comply with IBU logo size and placement regulations (section G of IBU Advertising Rules 2019-2022: <https://res.cloudinary.com/deltatre-spa-ibu/image/upload/cj66clyhvbmqlbuqantr.pdf>).

6.3.e. Athlete must make themselves available for reasonable media appearances as long as there is no impact to the training or competition schedule. In the case of a conflict, the athlete should discuss the situation with the Trip Leader and/or High Performance Director and come to an agreed set of expectations.

6.3.f. Athlete will disclose to the Team in writing any personal sponsorship relationships but is not obligated to disclose amounts of compensation. Athlete should consult with the IBU advertising guide with regard to any sponsor logo placements on their rifle and harness. Further, athlete may not cannibalize USBA sponsors and should specifically avoid placing any conflicting advertising on rifles and harnesses as doing so may impact WC bonuses in USBA’s discretion. Use of Personal performance gear, and the placement of a performance gear manufacturer’s logos on the personal performance gear which they have produced, is not subject to the preceding sentence.

6.4 Media

Athlete will not use or authorize the use of photographs, films, or videos of him/herself or other USBA members in USBA apparel or equipment or the use of the USBA logo for the purposes of trade, without the prior written consent of USBA (and other applicable third parties).

Athlete agrees to be filmed, interviewed, and photographed by the official photographer(s) and network(s) of USBA under conditions authorized by USBA and gives event organizers and USBA the right to use the name, picture, likeness, signature, voice, and biographical information before, during, and after the period of participation in these activities to promote the activity or to promote the success of USBA generally, including the use of the athlete’s photo for USBA sport promotion and fundraising efforts as more fully set forth in the Team Member Participation Agreement.

Photographs taken of the Team may be obtained by the athlete at no cost for personal use only. “Personal use” includes use of photos for thank-yous or gifts to sponsors and personal marketing (i.e., a non-public-facing sponsor pitch). In addition, the athlete may repost any photo on social media that was posted by USBA as long as it is clearly marked as a reposted item and appropriate credit is given to USBA and the photographer. To obtain a photo taken by Nordic Focus for personal use, the athlete should email sara@usbiathlon.org with a link to the requested photo. USBA is currently pursuing opportunities to provide athlete photography and video content for non-commercial use

on athlete social media and digital platforms. Clear rules regarding use will be provided prior to the beginning of each season.

6.5 Athlete Co-Pay for Camps and Competitions

In the event an athlete incurs a co-pay relating to competition or training camps are owed to USBA, the athlete is expected to pay his/her portion within one month after they are invoiced by USBA. Athlete may request from USBA a deferment of payment at no interest for a reasonable period of time after the season and USBA will make reasonable efforts to support the request.

6.6 Communication

Athlete will provide USBA with an up-to-date e-mail address, cell phone number or other contact information for an alternate method of communication if necessary.

Athlete will respond to USBA correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon, and given that they don't exceed seven (7) business days, unless circumstances exist beyond the control of the responding party. If the athlete does not respond to a communication from USBA after seven (7) business days, excluding those circumstances existing beyond the control of the responding party, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

6.7 Athlete Representation

6.7.a. Athlete Representatives are appointed to ensure the athlete's concerns are heard by USBA. Athletes are encouraged to contact their Athlete Reps with any concern. Before filing any grievance, the athlete should seek to resolve issues or disputes informally with staff. The Athlete Reps are available to the athlete to assist in this process, should the Athlete so choose (see contact information on page 3).

6.7.b. Athlete may contact the Office of the Athlete Ombuds at any time for confidential, independent advice or assistance in resolving a dispute or concern (see contact information on page 3).

7. APPLICABLE POLICIES AND LAW

In addition to this Handbook, the Code of Conduct, and other USBA policies, the parties are subject to applicable local and international laws, as well as the rules and regulations of the following sports organizations: the International Olympic Committee (IOC), International Biathlon Union (IBU), United States Olympic and Paralympic Committee (USOPC), the World Anti-doping Agency (WADA) or any WADA code signatory, and the U.S. Center for SafeSport.

In the event of a conflict between this policy and applicable laws and regulations, the applicable law or regulation shall prevail over this policy. Everyone should familiarize themselves with applicable laws and regulations.

8. APPROVAL AND REVIEW

This document was approved by the USBA Board of Directors on September 23, 2022. An annual review will we be conducted by the USBA AAC and staff with any request for revisions considered as needed by the USBA BOD at its regularly scheduled meeting. Updates to documents from other organization will be made as needed and do not require board approval.

Appendix A: Team Member Participation Agreement

TEAM MEMBER PARTICIPATION AGREEMENT RECEIPT AND ACKNOWLEDGMENT AND MEDIA RELEASE

By signing below, I acknowledge and understand the following:

- I have received and understand the US Biathlon Association Team Handbook.
- I understand that if I have any questions regarding the Handbook, I may ask the High Performance Director or a USBA Coach for an explanation and that failure to ask questions will not be a valid excuse for my violation of the expectations outlined herein.
- This Handbook is for information purposes only.
- This Handbook does not create an express or implied contract of employment for me or for anyone else.
- Any statements or understandings that are inconsistent or contrary to this Handbook will not be effective unless they are in writing signed on behalf of US Biathlon Association by the CEO.
- Should I violate any of the policies in the Handbook, I may be subject to disciplinary actions.
- I will settle all open accounts, including, but not limited to, outstanding debts, loans, or travel advances in full and return all US Biathlon Association property.
- I have read and understand USBA's Team Code of Conduct
- I have read and understand all team selection procedures, including the competition schedule incorporated therein.
- I have read and understand my co-pay obligations attached to this Team Member Participation Agreement.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT. REFUSAL TO SIGN DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BE AWARE OF AND COMPLY WITH THE POLICIES OUTLINED HEREIN.

TEAM MEMBER Date

OR

COACH/STAFF MEMBER Date

AND

USBA HIGH PERFORMANCE DIRECTOR Date

APPENDIX B: PERSONAL PERFORMANCE GEAR IN WINTER SPORT

To view the full document visit: https://www.teamusa.org/-/media/Legal/Footer_Other/2016-OLY-Personal-Performance-Gear—Winter-Sports-final.pdf?la=en&hash=7AD9ACDEE9945666D3D66A61DADC07F6E0CD6683



Specialized Equipment (“Personal Performance Gear”) Winter Sports

Pursuant to the Olympic Charter, the National Olympic Committee, in this case the USOC, has the “sole and exclusive authority to prescribe and determine the clothing and uniforms to be worn, and the equipment to be used” during the Olympic Games, including during competition and during ceremonies. The Pan American Sports Organization (PASO) Statute has an identical rule for the Pan American Games. However, this authority does not extend to specialized equipment used by athletes in competition.

The Olympic Charter and PASO Statute define specialized equipment as having a material effect on the performance of athletes, due to the specialized characteristics of the equipment. An athlete has the right to select his or her specialized equipment for use at the Olympic Games, Pan American Games, and other protected competitions as defined in Section 1.3(w) of the USOC Bylaws. For each sport included on the Olympic or Pan American program, the USOC, after input from the NGB and respective AAC rep, has designated the items on this list as specialized equipment.

BIATHLON

Eyewear	Bindings
Ammunition	Poles
Skis	Wax
Boots	Gloves
Rifle and accessories (stock, sling, harness, barrel, action)	

APPENDIX C: WORLD CUP BONUS PAYMENT SCHEDULE

WCH/Olympic points are worth \$150 each and WC points are \$75 each. USBA starts with WCH/Olympic points up to 100, and then fills in any remaining of the max 100 points with WC points. This means, max would be \$15,000 for 100 WCH points. Payments are made in Q3 (July-Sept) so USBA can budget for them with their Fiscal Year.

PLACE	IBU POINTS 1985-2000	USBA PAYOUT FOR WORLD CUP	USBA PAYOUT FOR WORLD/OLY CHAMPS
1	50	\$3750	\$7500
2	46	\$3450	\$6900
3	43	\$3225	\$6450
4	40	\$3000	\$6000
5	37	\$2775	\$5550
6	34	\$2550	\$5100
7	32	\$2400	\$4800
8	30	\$2250	\$4500
9	28	\$2100	\$4200
10	26	\$1950	\$3900
11	24	\$1800	\$3600
12	22	\$1650	\$3300
13	20	\$1500	\$3000
14	18	\$1350	\$2700
15	16	\$1200	\$2400
16	15	\$1125	\$2250
17	14	\$1050	\$2100
18	13	\$975	\$1950
19	12	\$900	\$1800
20	11	\$825	\$1650
21	10	\$750	\$1500
22	9	\$675	\$1350
23	8	\$600	\$1200
24	7	\$525	\$1050
25	6	\$450	\$900
26	5	\$375	\$750
27	4	\$300	\$600
28	3	\$225	\$450
29	2	\$150	\$300
30	1	\$75	\$150

APPENDIX D: USBA By-Laws Chapter 28: Right to Participate in “Protected” Competitions

CHAPTER 28. RIGHT TO PARTICIPATE IN “PROTECTED” COMPETITIONS

Section 1. Neither the Association nor any member of this Association may deny or threaten to deny any athlete the opportunity to participate in the Olympic Games, a World Championship competition or other such “protected competition” as that term is defined by the USOPC in its By-laws (see Section 9 of the USOPC By-laws, a copy of which is annexed hereto as Exhibit A); nor may the Association, or any member of the Association, subsequent to such competition, censure or otherwise penalize any athlete who participates in any such protected competition.

Section 2. Any athlete who alleges that he or she has been denied, or has been threatened to be denied, a right established in Section “1” of this By-law, shall promptly inform the President of the USBA, and the USBA’s athlete representative to USOPC’s Athletes’ Advisory Council, who together shall cause an investigation to be made and steps to be taken to settle the controversy without delay. Notwithstanding any efforts taken to settle the controversy informally, the athlete may (a) file a grievance with the USBA pursuant 40 to Chapter 32, Section 1(i) of these By-Laws; and/or (b) refer the matter to the Chief Executive Officer of the USOPC and pursue such remedies as may be available pursuant to Section 9 of the USOPC By-laws, a copy of which is annexed hereto as Exhibit “A”.

Section 3. The rights and remedies granted to athletes under Sections “1” and “2” of this By-law Chapter shall apply equally to any coach, trainer, manager, administrator, or other official seeking to participate in the conduct of any of the international athletic competitions designated, or referred to, in Section “1” hereof.

Section 4. The USBA agrees to submit to binding arbitration before the American Arbitration Association conducted in accordance with the Commercial Rules of the AAA then in effect, or as such rules may be modified in accordance with Section 220522(a)(4)(B) of the Sports Act, in any controversy involving the opportunity of any amateur athlete, coach, trainer, manager, administrator, or official to participate in the Olympic Games, a World Championship competition, or such other “protected competition” upon demand of any aggrieved athlete, coach, trainer, manager, administrator or official, as provided for in Section 9 of the USOPC By-laws, a copy of which is annexed hereto as Exhibit A.

APPENDIX E: USOPC By-Laws Section 9 (as of April 2021)

SECTION 9

ATHLETES' RIGHTS

Section 9.1 Opportunity to Participate. No member of the corporation may deny or threaten to deny any amateur athlete the opportunity to participate in a Protected Competition nor may any member, subsequent to such competition, censure, or otherwise penalize, (i) any such athlete who participates in such competition, or (ii) any organization that the athlete represents. The corporation will, by all reasonable means, protect the opportunity of an amateur athlete to participate if selected (or to attempt to qualify for selection to participate) as an athlete representing the United States in any of the aforesaid competitions. In determining reasonable means to protect an athlete's opportunity to participate, the corporation will consider its responsibilities to the individual athlete(s) involved or affected, to its mission, and to its membership.

Any reference to athlete in this Section 9 will also equally apply to any coach, trainer, manager, administrator or other official.

Section 9.2 Manner of Filing a Complaint. Any athlete who alleges that they have been denied by a corporation member an opportunity to participate as established by Section 9.1 of these Bylaws, may seek to protect their opportunity to participate by filing a complaint with the corporation. A copy of the complaint will also be served on the respondent. The party filing the complaint will file with the corporation proof of service on the respondent. An athlete competing in a team sport, where the team as a whole is affected, may bring a claim on behalf of the team.

Section 9.3 The Complaint. The complaint must be in writing and filed on the form provided by the corporation. Such form will be set forth on the corporation's website. The complaint will contain at a minimum the following:

- a) the name and addresses of the parties;
- b) the factual and legal basis upon which the claimant alleges that his or her opportunity to participate has been denied;
- c) the competition that is the subject of the complaint; and
- d) the relief sought.

Section 9.4 Failure to Properly File. A complaint that is not filed in accordance with Sections 9.2 and 9.3 of these Bylaws will render the filing ineffective and the complaint will not be considered to have been properly filed.

Section 9.5 Administration. Complaints filed under this Section 9 will be administered by the corporation's dispute resolution team. When a complaint is filed, the dispute resolution team will promptly notify the Athlete Ombuds and the Chair of the AAC of the complaint and confirm that the complaint has been served on the respondent.

Section 9.6 Action by the Corporation. Upon the filing of a complaint, the corporation Dispute Resolution team and the Athlete Ombuds will review the complaint, seek information from the parties as to the merits of the complaint, and determine whether the complaint can be informally resolved to the satisfaction of the parties. The parties will cooperate with the Dispute Resolution team in providing information regarding the complaint and in exploring resolution of the complaint.

Section 9.7 Arbitration. If the complaint is not settled to the athlete's satisfaction the athlete may file a claim with the arbitral organization designated by the corporation Board against the respondent for final and binding arbitration. If an impending competition requires immediate resolution of the complaint, an athlete may file a claim with the arbitral organization simultaneously with the filing of the complaint with the corporation.

The corporation has the right to participate in the arbitration proceeding, but it cannot be involuntarily joined by a party.

The arbitrator will render a reasoned award in writing. All such awards will be made public and may be published on the corporation's website.

Section 9.8 Affected Parties. In any arbitration brought pursuant to this Section 9, the athlete filing the claim will submit with the claim a list of all individuals the athlete believes may be adversely affected by the arbitration. The respondent will also promptly submit to the arbitrator a list of individuals it believes may be adversely affected by the arbitration, along with the relevant contact information for the individuals identified by the respondent and by the athlete. The arbitrator may also determine that individuals not listed by either the athlete or the respondent will be given notice. The arbitrator will then promptly determine which individuals must receive notice of the arbitration. The arbitrator will also approve the notice to be given. Unless determined otherwise by the arbitrator, the arbitrator will then be responsible for providing notice to those individuals. Any individual so notified of the claim, will have the option to participate in the arbitration as a party. If an individual is notified of the claim, then that individual will be bound by the decision of the arbitrator even though the individual chose not to participate.

Section 9.9 Expedited Procedures. Upon the request of a party, and provided that it is necessary to expedite the proceeding in order to resolve a matter relating to a competition that is so scheduled that compliance with regular procedures would not be likely to produce a sufficiently early decision to do justice to the affected parties, the arbitrator will hear and decide the claim within 48 hours of the filing of the claim. In such case, the arbitrator is authorized to hear and decide the claim under such procedures as are necessary, but fair to the parties involved.

Section 9.10 Time Bar. A claim against a respondent will be prohibited unless filed with the arbitrator not later than six months after the alleged date of denial.

Section 9.11 Anti-Doping Violations. A decision concerning an anti-doping rule violation adjudicated by USADA is not reviewable through, or the subject of, these complaint procedures.

Section 9.12 SafeSport Violation. A decision concerning a SafeSport rule violation adjudicated by the USCSS is not reviewable through, or the subject of, these complaint procedures.

Section 9.13 Field of Play Decisions. The final decision of a referee during a competition regarding a field of play decision (a matter set forth in the rules of the competition to be within the discretion of the referee) is not reviewable through or the subject of these complaint procedures unless the decision is (i) outside the authority of the referee to make or (ii) the product of fraud, corruption, partiality or other misconduct of the referee. For purposes of this Section, the term "referee" includes any individual with discretion to make field of play decisions.

Section 9.14 Complaints Regarding Compliance. No action taken by an athlete under this Section 9 will preclude, or act as a bar, to the filing of a complaint by the athlete under Section 10 of these Bylaws.

APPENDIX F: Section 9 Complaints Overview

SECTION 9 COMPLAINTS



What is a Section 9 Complaint?

Athletes* may file a Section 9 complaint against a National Governing Body (NGB) alleging they have been denied, or threatened to be denied, with an opportunity to participate in a "protected competition". "Protected competitions" are defined by the USOPC Bylaws and may not apply to every NGB competition.

**References to athletes applies equally to coaches, trainers, managers, officials and other members.*

Dispute Resolution Unit (DRU) Support

 General Administration

 Addressing Filing Requirements


 Acknowledgement of Complaint


 Informal Resolution

 Case Management






 Arbitration Support

Authority & Governance

 **Ted Stevens Olympic & Amateur Sports Act (the Act)**: The USOPC is required to facilitate, establish and maintain effective and swift dispute resolution procedures relating to the opportunity of an athlete to participate in protected competition (see Sections 220503(8), 220505(c)(5) and 220509 of the Act).

 **USOPC Bylaws**: Section 9 of the USOPC Bylaws outlines the jurisdiction and scope of Section 9 complaints, timeframes, general filing requirements, and the administration of these proceedings.

ADDITIONAL RESOURCES

-  [Section 9 Complaint Form](#)
-  [Past Section 9 Cases and AAA Awards](#)
-  [AAA Demand Form](#)
-  [DRU Framework - Section 9](#)
-  [Athlete Ombuds Contact](#)
ombudsman@usathlete.org

CONTACT INFORMATION

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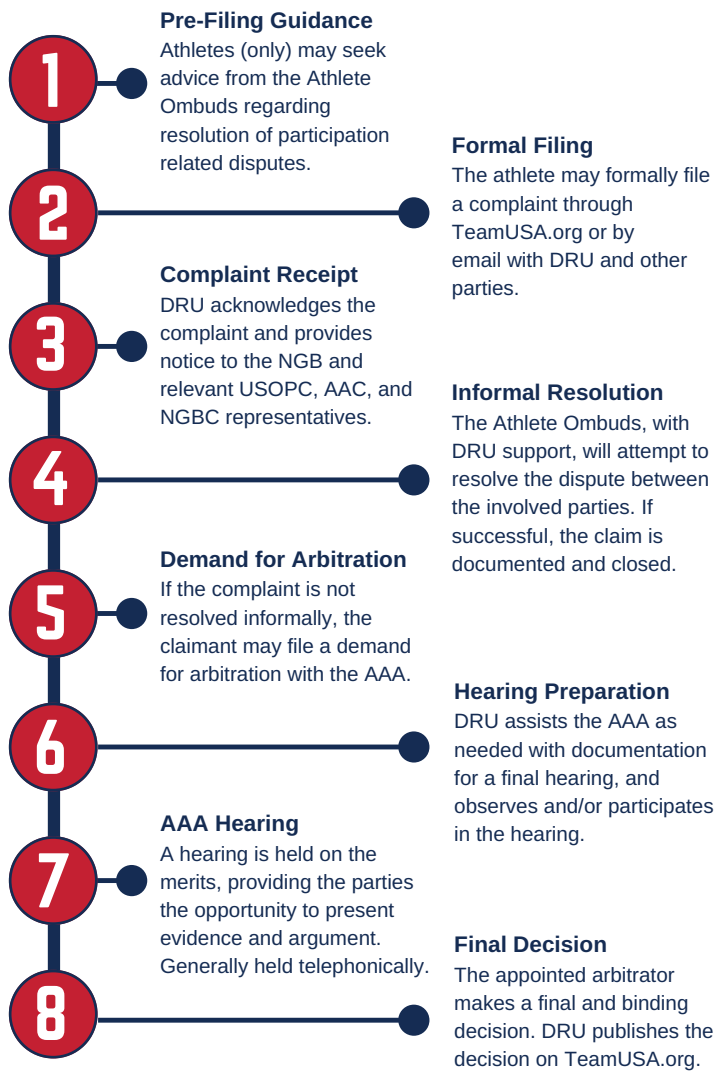
DRU@usopc.org
www.TeamUSA.org

SECTION 9 COMPLAINTS



What is the Section 9 Process?

Section 9 complaints may impact participation of an upcoming competition so resolution may be expedited. The USOPC does not hold a hearing for these cases, but tries to resolve the complaint informally. If not resolved, the athlete may file a demand for arbitration.



Constituent Involvement

- ★ **Athlete**
The claimant alleging they have been denied participation and has the burden to prove that the NGB failed to appropriately apply its rules.
- ★ **NGB**
The respondent who defends their selection process and/or policies and procedures affecting participation rights.
- ★ **Affected Athlete(s)**
Any other athlete(s) who may be affected by the decision has a right to participate in the proceeding.
- ★ **DRU**
DRU manages the Section 9 complaint process.
- ★ **Athlete Ombuds**
The Athlete Ombuds provides guidance to athletes and supports informal resolution efforts.
- ★ **American Arbitration Association (AAA)**
The arbitral organization that administers the arbitration proceeding.

APPENDIX G: USBA By-Laws Chapter 31. Grievances and Complaints

CHAPTER 31. GRIEVANCES AND COMPLAINTS

Section 1. Grievances: A “Grievance” is a filing a by a member against the USBA. There are two types of Grievances:

(8) A Grievance by a member against the USBA which alleges the denial by the USBA of the right of a member to an opportunity to participate in any sanctioned USBA event or “protected competition” such as the Olympic Games, a World Championship competition or such other “protected competition” as defined by the USOPC in its By-laws (hereinafter, an “Opportunity to Participate” Grievance); and

(b) A Grievance by a member against the USBA which alleges the failure of the USBA to comply with a requirement of the Sports Act (other than an “Opportunity to Participate” Grievance); an applicable USOPC By-law or other requirement of the USOPC imposed on the USBA as the National Governing Body for biathlon in the United States; a USBA By-law or duly adopted rule or regulation affecting members (excepting and excluding racing rules and regulations); and/or any other matter within the cognizance of USBA affecting members.

Section 2. Complaints. A “Complaint” is a filing against a member of the USBA. There are two types of Complaints:

(8) A Complaint by the USBA against a member alleging a violation of the USBA’s Bylaw(s), Code of Conduct or Code of Ethics or Policy Against Conflict of Interests, Safe Sport Policy and/or any rule or regulation duly adopted by the USBA (excepting and excluding racing rules and regulations), pertaining to any other matter within the cognizance of the USBA regarding the conduct of its members.

(b) A Complaint may also be filed by a member against another member of the USBA, alleging a violation of the USBA’s Bylaw(s), Code of Conduct, Code of Ethics or Policy Against Conflicts of Interest, Safe Sport Policy and/or any other rule or regulation duly adopted by the USBA (excepting and excluding racing rules and regulations) pertaining to any other matter within the cognizance of the USBA regarding the conduct of its members.

Section 3. Manner of Filing a Grievance Against the USBA. A Grievance may be brought by a member against the USBA alleging a matter set forth in Section 1(a) or (b) above. The Grievant shall file his or her Grievance with the Chief Executive Officer of the USBA, who shall immediately refer it to the Chair (or Co-Chair, if applicable) of the USBA BOD and the Chair of the Complaint and Grievance Committee (see Chapter 33 below). The Grievance shall set forth in clear and concise language, preferably in numbered paragraphs: (a) the alleged denial by the USBA of the Grievant’s opportunity to participate in a USBA- sanctioned and/or protected competition, and/or (b) the alleged

failure of the USBA to comply with an applicable provision of the Sports Act, USOPC Bylaws or other requirement of the USOPC imposed on the USBA as the NGB for biathlon in the United States, a USBA Bylaw or non-racing rule or regulation and/or any other matter within the cognizance of the USBA affecting members, and (c) the remedy requested. The Grievant shall sign the Grievance under oath.

Section 4. Manner by which the USBA initiates a Complaint Against a Member. A Complaint may be brought by the USBA against a member alleging a matterset forth in Section 2(a) above if authorized by at least a majority vote of the non- interested members of the Board of Directors. The Complaint shall set forth in clear and concise language, preferably in numbered paragraphs: (a) the alleged violation by the member of the USBA By-law, Code of Conduct, Code of Ethics, Policy against Conflicts of Interest, Safe Sport Policy and/or other non-racing rule or regulation duly adopted by the USBA and (b) the sanction or other relief requested. It shall be signed and filed by the Chief Executive Officer in the name of the USBA with the Chair of the Complaint and Grievance Committee and shall be served on the respondent member of the USBA either personally or by certified mail.

Section 5. Manner by which a member of the USBA initiates a Complaint Against Another Member of the USBA. A Complaint may be brought by a member of the USBA against another member of the USBA alleging a matter set forth in Section 2(b) above. The Complaint shall set forth in clear and concise language, preferably in numbered paragraphs: (a) the alleged violation by the member of the USBA By-law, Code of Conduct, Code of Ethics, Policy against Conflicts of Interest, Safe Sport Policy and/or other non-racing rule or regulation duly adopted by the USBA and (b) the sanction or 44 other relief requested. The Complainant shall sign the Complaint, under oath, and shall serve it on the respondent member of USBA by certified mail, with a copy to the Chief Executive Officer of the USBA, together with proof of service thereof.

Section 6. Special Rights of those alleging a Denial of Opportunity to Participate. Any member alleging the denial or threatened of the right of an opportunity to participate in the Olympic Games, a World Championship competition or such other “protected competition” as defined by the USOPC in its By-laws has the right either to file a Grievance against the USBA in accordance with the procedures set forth in this By-law, or avail himself or herself of the rights and remedies available pursuant to Section 9 of the USOPC By-laws, a copy of which is annexed hereto as Exhibit A.

Section 7. Limitations on Filing “Opportunity to Participate” Grievances. The final decision of a referee or competition jury regarding a “field of play” decision (defined as a matter set forth in the rules of the competition or event to be within the discretion of a referee or competition jury) shall not be reviewable under these procedures; nor shall it be the subject of a Demand for Arbitration pursuant to Section 9 of the USOPC By-laws, a copy of which is annexed hereto as Exhibit A.

Section 8. Statute of Limitations: Any Grievance or Complaint filed under these By-laws must be filed within one hundred eighty (180) days of the alleged denial of an opportunity to compete, or alleged violation of a provision of the Sports Act, applicable USOPC or USBA Bylaw, Code of Conduct, Code of Ethics, Policy Against Conflicts of Interest and/or applicable non-racing rule or regulation. The foregoing shall not apply to a Safe Sport Policy Grievance or Complaint, which are not subject to statutes of limitation.

Section 9. Filing Fee: Except as provided for in the subsequent sentences, a Complaint filed with the USBA by an individual against another individual shall be accompanied by a non-refundable filing fee of \$100. A Complaint filed by one member against another member alleging a safe sport allegation does not need a filing fee. No filing fee is required of a member filing a Grievance against the USBA; nor is the USBA required to pay a filing fee when it files a Complaint against a member. Additionally, Safe Sport Policy Grievances and Complaints are not subject to a filing fee.

Section 10. Attempt to Resolve Grievance or Complaint by Informal Means. The Chief Executive Officer, or his/her designee, shall attempt to resolve the grievance or complaint through informal means. Such attempts to settle the matter, however, shall not, in any event, suspend or otherwise delay the prompt referral of the Grievance or Complaint to the Complaint and Grievance Committee for resolution by a Hearing Panel.

APPENDIX H: USBA By-Laws Chapter 32. Hearing Procedures and Appeals

CHAPTER 32. HEARING PROCEDURES AND APPEALS

Section 1. Referral to Complaint and Grievance Committee and Naming of Hearing Panel.

Upon receipt, the Chief Executive Officer shall promptly transmit a copy of the Grievance or Complaint to the Chair (or Co-Chairs, if applicable) of the Board, the Counselor and the Chair of the Complaint and Grievance Committee. Upon receipt of the Grievance or Complaint, the Chair of the Complaint and Grievance Committee, after consultation with the other members of the Committee, shall appoint a Hearing Panel of three disinterested individuals to hear the Grievance or Complaint, one of whom must be an “athlete representative” who meets the standards set forth in USOPC By-law Section 8.8.2. The other two members of the Hearing Panel may or may not be members of the Association.

Section 2. Functions of Hearing Panel. The Hearing Panel, once appointed, shall decide who among them shall serve as Chair of the Panel. The Hearing shall be convened as expeditiously as possible at a time and place determined by the Hearing Panel to be convenient to the parties, to hear evidence, make findings of fact, and adjudicate the issues raised. In person Hearings shall be preferable; however, the Hearing may be conducted by teleconference with the consent of the Grievant or Complainant, and the respondent.

Section 3. Conduct of the Hearing. The Chair of the Hearing Panel shall preside over the Hearing and shall make evidentiary rulings and otherwise control the conduct of the Hearing in accordance with the due process considerations set forth below. The testimony of witnesses shall be taken under oath. The rules of evidence applicable to court proceedings shall not be strictly enforced, but the Panel shall give lesser weight to hearsay testimony, if admitted into evidence. The Chair of the Hearing Panel, in consultation with the other members of the Hearing Panel, shall set such timelines and such other rules regarding the conduct of the Hearing as he or she deems appropriate and/or necessary.

Section 4. Due Process Considerations. In any Hearing conducted pursuant to these By-laws, the parties shall have the right to have, and shall be accorded (unless waived in writing), the following:

- (a) Notice of the charges or alleged violations, with specificity and in writing, and possible consequences if the charges are found to be true;
- (b) Reasonable time between receipt of the notice of charges and the Hearing with 45 respect to the charges, within which to prepare a defense;
- (c) Notice of the identity of adverse witnesses provided in advance of the Hearing;
- (d) The right to have the Hearing conducted at such a time and place so as to make it practicable for the person charged to attend;
- (e) A Hearing before a disinterested and impartial body of fact finders;

- (f) The right to be assisted in the presentation of one's case at the Hearing, including the assistance of legal counsel, if desired;
- (g) The right to present oral and written evidence and argument;
- (h) The right to call witnesses to testify at the Hearing, including the right to have individuals under the control of an adverse party attend; and to confront and cross-examine such individuals;
- (i) The right to have a record (i.e., transcript) made of the Hearing. The reporter shall be paid for by the party requesting the reporter; and a copy of any transcript shall be provided to the other party upon payment of half of the cost. Any transcript ordered by a party shall be made available to the Hearing Panel upon request of the Panel.
- (j) The burden of proof shall be on the proponent of the charge, which burden shall be at least a "preponderance of the evidence" unless an applicable rule of law provides for a higher burden of proof;
- (k) A written decision, with reasons therefore, based solely on the evidence of record, handed down in a timely fashion; and
- (l) Written notice of appeal procedures, if the decision is adverse to the person charged, and the prompt and fair adjudication of any appeal.

Section 5. Expedited Procedures. At the request of a party, and if the Chair of the Hearing Panel deems it necessary, the Hearing may be expedited in order to resolve the matter if compliance with regular procedures would not be likely to produce a decision sufficiently timely to do justice to the affected parties. In such a case, the Hearing Panel shall hear and decide the Grievance or Complaint pursuant to such procedures as are necessary to achieve an expedited decision, but still fair to all parties involved.

Section 6. Decision. The Hearing Panel decision shall either be unanimous or by majority vote and shall be in writing; although the Panel may first render its decision orally, or in writing without reasons, to be followed by a written reasoned decision as soon as practicable.

Section 7. Shifting of Costs and Expenses, and the Awarding of Attorneys' fees in certain circumstances. In the context of a Complaint brought by a member against another member of the USBA, where USBA provides the forum for the resolution of the dispute, if the Hearing Panel finds, after fair notice and opportunity to be heard, that either the complaint filed with the USBA against a member, or the respondent member's defense to the complaint, is frivolous and without merit, the Hearing Panel, at its discretion, may award attorney's fees and costs in favor of the prevailing party and against the offending party. Proof of such costs may be submitted to the Hearing Panel by affidavit, submitted under oath by a person with personal knowledge of the facts, and who would then be subject to cross-examination by the losing party. The USBA, as the provider of the forum for adjudicating the dispute, may also recover its costs, including attorney's fees, if any, and the expenses of the arbitrators, against the losing party, subject to the same standards and submissions of proof, as set forth above. By

availing himself/herself of the rights and remedies provided by the USBA in resolving a complaint between members, the parties agree that they may be liable for the payment of costs and attorney's fees of the prevailing party, and the costs and fees of the USBA, including the expenses of the Hearing Panel members, if the losing party's claim or defense is deemed by the Hearing Panel, after fair notice and an opportunity to be heard, to be frivolous and without merit.

Section 8. Appeals. Appeals from a decision of a Hearing Panel, if any, shall be made to and filed with the American Arbitration Association, at any regional office of the AAA, within twenty (20) days of service of the Hearing Panel's decision by the party making the appeal. The AAA shall proceed with the determination of the matter de novo, under the Commercial Rules of the AAA in effect at the time of the filing; and the decision of the Arbitrator or Panel of Arbitrators shall be final and binding, subject only to the rights and remedies of any party to the arbitration under law.

APPENDIX I: USOPC NGB Athlete Agreements Policy

U S Olympic Committee Policy



Policy Name: NGB Athlete Agreements

Date of Issuance: July 14, 2017

Policy Owner: USOC General Counsel

Applies to: NGBs

Purpose:

The NGB Athlete Agreements policy sets out basic parameters for certain agreements that an NGB should explicitly *require* of its athletes as a condition of participation, and optional commercial agreements that must remain voluntary, in a way that balances the rights and needs of both NGBs and athletes.

For clarity, in this Policy “NGB” refers broadly to a USOC-recognized sport organization that manages or governs a sport on the Olympic, Paralympic, Pan American, or Parapan American Games program, an organization that fulfills management responsibilities under a contract with the USOC, or the USOC where the USOC fulfills a sport governance role.

Policy Statement:

1. Balanced Rights and Obligations Generally

The USOC recognizes the right of NGBs to require certain agreements on the part of athletes as a condition of participation in membership, events, teams, or programs of the NGB. These agreements may include terms that help the NGB comply with International Olympic Committee (“IOC”), International Paralympic Committee (“IPC”), Pan American Sports Organization (“PASO”), International Federation (“IF”), and USOC requirements, field successful and competitive teams, and promote and generate support for the NGB itself (including via the use of athlete names, images, and likenesses other than for *Commercial Use*). The USOC also recognizes the right of each NGB to control the use of its name, marks, and other indicia.

At the same time, the USOC recognizes the right of each athlete to be treated fairly and consistently and to clearly understand what is required of him/her in order to participate, as well as the right of each athlete to control the commercial use of his/her name, image, and likeness.

In order to balance these NGB and athlete rights, NGBs must:

- Set out clearly and consistently those agreements and actions that are required of athletes as a condition of participation, in *Participation Agreements*;
- apply those requirements consistently among its athletes;
- keep *Participation Agreements* clearly separate from any *Commercial Agreements*, which may only be entered into mutually and voluntarily by athletes and NGBs;
- never condition an athlete’s right to participate on agreeing to a *Commercial Term* or signing a *Commercial Agreement*;
- allow adequate time for athletes to review, understand, and seek advice on (should the athlete so choose) both *Participation* and *Commercial Agreements* prior to signing; and
- ensure that its own conduct and all of its athlete requirements and agreements comply with applicable laws as well as IOC/IPC, PASO, IF, and USOC rules and requirements (as a reference, selected excerpts of some of these governing rules are attached as Appendix 1 hereto).

U S Olympic Committee Policy

2. Agreements That May Be Required of Athletes

Each of the following *Participation Agreements* may be required of athletes. The USOC recommends that each of these agreements be delineated as separate documents, or with clear subheadings. These agreements cannot contain *Commercial Terms*.

a. Baseline Participation Agreement

Each NGB should implement a clear *Participation Agreement* that all its athletes must comply with, without amendment or alteration in any particular case. This baseline *Participation Agreement* should specify the terms and obligations an athlete must meet in order to be eligible for participation in programs, events and competitions conducted, authorized or sanctioned by the NGB, including competitions in which the NGB has entered the athlete. These terms may include, for example, IOC/IPC/PASO or IF eligibility requirements, good standing requisites, compliance with anti-doping requirements, adherence to SafeSport standards, possession of a valid passport, completion of a physical examination indicating competitive readiness, and compliance with selection procedures. It also may include a requirement that athletes not make or authorize any *Commercial Use* of any NGB name, design, uniform, or logo.

This agreement should refer to compliance with the NGB Code of Conduct and the General Media Release.

b. Code of Conduct

Each NGB should maintain, and may require its athletes to adhere to, a Code of Conduct that outlines prescribed/prohibited conduct. This Code of Conduct should exist as a stand-alone document and should clearly designate to whom it applies and for what period of time.

c. General Media Release

Athletes may be required, whether generally or in connection with participation in membership, events, teams or programs, to execute a media release in favor of the NGB. This form of release should set out simple terms and should apply without amendment or alteration to all applicable athletes.

This General Media Release may pertain to an athlete's name, image, and likeness, and contemplate any and all technology and platforms for usage over a specific period of time.

The General Media Release must not cover *Athlete-Featuring* images for *Commercial Use* by the NGB or any third party.

The General Media Release may cover *Team-Featuring* images and footage for use by the NGB and its *Commercial Partners* in promoting the NGB, its sport, and the *Commercial Partner* and/or its relationship with the NGB.

It may cover event images and footage, whether depicting NGB athletes singly or in groups, and whether *Athlete-Featuring* or *Team-Featuring*, for the NGB's own *Non-Commercial Use*.

Always consistent with the terms of the General Media Release, the NGB may require athletes to participate in media events in connection with a specific competition/event (e.g., World Championships) as an official team function. Further, NGBs may wish to ask athletes to participate in additional media opportunities and events (though on a limited basis – general practice has been not more than twice per year). Although athletes are strongly encouraged to participate in these opportunities to help promote their sport, NGBs must respect the athlete's privacy, time constraints, and training and competitive schedule. NGBs should provide reasonable reimbursement for any associated expenses incurred by the athlete in attending such events.

U S Olympic Committee Policy

d. National Team/Event Agreements

Each NGB should implement clear National Team and/or Event agreements when prescribing/prohibiting conduct or requiring additional obligations above and beyond what is set forth in its baseline *Participation Agreement*.

This agreement should clearly set out all athlete rights and requirements that pertain to participation on a National Team (or other special team) or at a specific Event (e.g., World Championships), as well as what additional services and commitments the NGB is providing to the athlete. For example, they should define expectations and requirements as to behavior, training, camps, competition participation, travel gear, etc., as well as applicable *Basic Services* and benefits that the NGB provides to the athlete. NGBs may include a requirement of attendance and the wearing of team-provided and branded clothing at official team functions during those competitions/events but the parameters of those functions and the related requirements must be fair, reasonable, clearly defined, and communicated in advance to the athletes.

3. Commercial Agreements

Separately from the agreements and requirements contemplated in Section 2 above, an NGB and any athlete are free to negotiate and enter into one or more *Commercial Agreements*. *Commercial Agreements* must be made in writing.

No *Commercial Agreement*, nor any *Commercial Term*, can be required as a condition of membership, or participation on a National Team or in an Event.

The *Commercial Terms* in these agreements may include athlete obligations that increase one or more of the obligations contemplated in Section 2 (e.g., *Commercial Use* of an athlete's name and likeness) and/or may add further obligations (e.g., athlete appearances, apparel and equipment commitments, media opportunities, participation in certain programs or competitions.)

In any *Commercial Agreement*, NGBs must include additional consideration, which may include rights, benefits, and/or other compensation to the athlete that come over and above *Basic Services* and/or the commitments contemplated in Section 2.

For clarity, each of the following athlete requirements would be considered *Commercial Terms* and can only be mutually and voluntarily agreed upon by athletes and NGBs via a *Commercial Agreement*:

- Requiring attendance at a function that is not an official team practice, team meeting, or other NGB meeting or that is for *Commercial Use*
- Granting any right to a third party of an athlete's name, likeness, or image for *Commercial Use* (other than as part of a *Team-Featuring* image)
- Granting any right of first negotiation or refusal to any NGB *Commercial Partner* or other commercial entity
- Obligating disclosure of the terms of an athlete *Commercial Partner* agreement (though NGBs may require disclosure of the identity of any athlete *Commercial Partners*)
- Relinquishing any legal rights relating to an athlete's membership or participation in the sport

Any remedy for breach of a *Commercial Agreement* must include only commercial recourse and must not impact any athlete right as stated in Section 1.

U S Olympic Committee Policy

4. Specialized Equipment

Consistent with the IOC Olympic Charter and PASO Statute the USOC will, and in each case after consultation with the NGB and the AAC representative for the NGB's sport, designate *Specialized Equipment* for athletes to use in protected competition. Although the IPC does not have a similar rule, the USOC extends this right to all Paralympic athletes. The USOC Athlete Ombudsman will be available to assist all parties in such consultation.

The USOC will maintain and publish a clear listing of the *Specialized Equipment* for each sport.

The NGB must not include in any *Participation Agreement* any restriction or requirement as to an athlete's right to choose his/her *Specialized Equipment* or the branding that may appear on such equipment, other than what is mandated by applicable IOC, USOC, IPC, PASO or IF rules.

5. Key Concepts Defined

Athlete-Featuring: An image in which a particular athlete is identifiable and prominently depicted, in the context of whatever else is depicted in the image. Such an image might depict the athlete alone or with one or more other people. When used in connection with the brand of a company, product, or service, a reasonable person may infer that the athlete endorses or is affiliated with that company, product or service.

Basic Services: A set of NGB-provided equipment and services that applies equally to all participants in the NGB's national or event team. All NGBs are required to provide a certain level of basic services, but those services may differ from one NGB to another. *Basic Services* may include, for example, coaching, travel to certain competitions, and special access to training camps or facilities. *Basic Services* are not specific to any particular athlete but apply to all athletes on the national or event team. If an NGB has different tiers of Teams, NGBs may provide different *Basic Services* to these different teams.

Commercial Agreement: An agreement that includes *Commercial Terms* and opportunities for an athlete and/or team.

Commercial Partner: A commercial entity that enters into an agreement with an NGB or athlete whereby it provides consideration to the NGB or athlete in exchange for status as the NGB or athlete's sponsor, supplier, licensee, etc. In all cases, *Commercial Partners* receive certain rights to associate with the NGB or athlete in marketing and promotional programs.

Commercial Terms: Party-specific rights, benefits, or other compensation of a nature contemplated in Section 3 hereof, granted by one party to another in exchange for other specific rights, benefits, or other compensation from that other party. In the case of any relationship between an NGB and an athlete, *Commercial Terms* do not include any of the rights or obligations contemplated in Section 2.

Commercial Use: Use in connection with the promotion of any commercial entity and/or its relationship with an NGB or athlete, including without limitation one that expresses or implies an endorsement of any company, product, or service.

Non-Commercial Use: Use by an NGB solely in connection with promotion of an NGB itself (or in the case of an athlete's use, of the athlete him/herself), including without limitation fundraising, attracting members, or generating interest in the NGB, its events, or its sport.

Participation Agreement: An agreement setting out items that are required of athletes as a condition of participation in membership, events, teams, or programs of the NGB, as applicable.

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Specialized Equipment: Items of apparel and equipment, approved by the USOC, used by an athlete in the course of participation in a competition, which have a material effect on the performance of the athlete due to the specialized characteristics of the item. Also known as “personal performance gear.”

Team-Featuring: An image depicting an NGB athlete or athletes, which is not *Athlete-Featuring* but represents an NGB team in any fashion. When used in connection with the brand of a company, product, or service, a reasonable person may infer that the team (rather than any particular athlete) endorses or is affiliated with that company, product or service.

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APPENDIX 1 Rules Excerpts

Key governing rules include but are not limited to the Olympic Charter, the IPC Handbook, the PASO Statutes, the Ted Stevens Olympic and Amateur Sports Act and the USOC Bylaws. Selected excerpts, to serve as a starting point in an NGB's exploration of these rules:

1. "The mission of the IOC is to promote Olympism throughout the world and to lead the Olympic Movement. The IOC's role is to oppose any political or commercial abuse of sport and athletes;" *Olympic Charter, Rule 2, Section 10* and "to encourage and support the efforts of sports organizations and public authorities to provide for the social and professional future of athletes." *Olympic Charter, Rule 2, Section 11*.
2. "[The National Olympic Committees (NOCs)] have the sole and exclusive authority to prescribe and determine the clothing and uniforms to be worn, and the equipment to be used, by the members of their delegations on the occasion of the Olympic Games and in connection with all sports competitions and ceremonies related thereto. This exclusive authority does not extend to specialised equipment used by athletes of their delegations during the actual sports competitions. For the purposes of this rule, specialised equipment shall be limited to such equipment acknowledged by the NOC concerned as having a material effect on the performance of athletes, due to the specialised characteristics of the equipment." *Olympic Charter, Bye-law to Rules 27 and 28, Section 2.3*.
3. NGBs shall "not have eligibility criteria related to amateur status or to participation in the Olympic Games, the Paralympic Games or the Pan American Games that are more restrictive than those of the appropriate international sports federation." *Ted Stevens Act, 36 U.S.C. §220522(a)(14)*.
4. "No member of the [USOC] may deny or threaten to deny any amateur athlete the opportunity to participate in the Olympic Games, the Pan American Games, the Paralympic Games, a World Championship competition, or other such protected competition." *USOC Bylaws Section 9.1*.

APPENDIX J: Further explanation of specific handbook language

With regard to *who* the Handbook relates to:

The document is meant to encompass rights and expectations of all team members, including staff and athletes (and other trip participants). When the document talks about "team" rights/obligations, this encompasses everyone. When it explicitly discusses "athletes" as a qualifier, this relates exclusively to athletes.

With regard to 5.4.a:

Logistical support includes any travel, lodging, race management support that is required for an athlete to compete at a USBA-led competition or training camp trip. Generally, travel from a designated arrival airport hub (e.g. MUC), and departure from one designated airport hub (e.g. MUC) is included. If athletes fall outside of the "team-designated" travel hub arrival/departure times and locations, they may need to organize their own travel logistics (e.g., If an athlete wants to fly to Europe early, do a training camp on their own, then meet the team at the team hotel, rather than arrive at the designated airport at the designated time).

With regard to 6.1.c:

USBA High Performance staff generally gives notice of upcoming summer training camps via oral discussion at or before the end of March. The IBU calendar is set by IBU so that is not within USBA's control but is generally known and published at least two years in advance.

With regard to 6.1.d:

High Performance Staff is required to manage team and athlete requirements to uphold the highest levels of performance. This is a mandate from USOPC - tied to DAS and EAHI support and general NGB support. The HP staff is also mandated by USBA BOD to seek what's best for team performance. Generally speaking, at the discretion of the HP Staff, reasonable requests from individual athletes who occasionally seek a schedule that departs from the regular team activities will be honored if the planned training can be substantially completed. But this must remain at the discretion of the HP staff.

With regard to 6.2.a:

In the case that an athlete's personal healthcare policy, such as Elite Athlete Health Insurance (EAHI), provides international travel and medical coverage, USBA will not provide additional insurance coverage.

With regard to sections 6.3.b – 6.4; and specifically, commercial opportunities for athletes and USBA support:

1. Every athlete has substantial space to promote their personal sponsors on their own rifle and harness. This is among the most visible and therefore valuable space available in our sport.

2. With the Need Based Athlete Support program every athlete who is named to a USBA completion trip has the opportunity to apply for substantial direct support to offset costs related to the trip. In addition to that, USBA is covering a substantial portion of the trip costs.

3. Our agreement with Maloja does not allow for additional advertising to be placed on the uniform by individual athletes.

4. Image Use: USBA has purchased the right to share NordicFocus.com images with the athletes for their own non-commercial use which includes direct use on their social media platforms. This new offering from NordicFocus doubled the cost of the photo service but it will be of great benefit to the athletes.

5. Video Clips: USBA is working with the IBU and the broadcast rights holder EBU to obtain video clips for this season. We are hopeful that we will be able to pass them on to athletes for their non-commercial use including social media. This will be a challenging new work flow for USBA staff, so it will take some time to organize, but we see great value for the athletes.

6. Use of sport images, including images with athletes, is a part of the USBA membership agreement, the code of conduct and therefore included in the athlete handbook and team participation agreement. All NGBs and International Federations have these clauses to be able to tell the stories of the athletes and promote them and the sport.