

VII**Chapter TRACK TEAMS****§ 1 Identity**

- 3.7.001 A Track Team (TT) is an entity, comprising at least three (3) riders and its employer, set up for the purpose of participating in international track events.
- 3.7.002 The Team shall comprise all the riders employed by the same employer, the employer itself, the sponsors and all the other persons contracted by the employer and/or the sponsors for the functioning of the team (Team Manager, Coach, Soigneur, Mechanic etc.). It shall be designated by a special name and be registered with the UCI as provided in these regulations.
- 3.7.003 The track teams may take part in the following speciality events:
- Sprint
 - Keirin
 - 1000/500 m time trial
 - Team sprint
 - Individual pursuit
 - Points race
 - Scratch
 - Madison
 - Team pursuit
- 3.7.004 Sponsors shall be persons, companies or bodies which contribute to the funding of the Team. Of these sponsors, no more than two may be designated as the principal partners of the Team. Should neither of the two principal partners be the employer of the team then the employer may be only a person or body corporate, whose sole commercial income is derived from advertising.
- 3.7.005 The principal partner(s) and the employer shall commit themselves to the Team for a whole number of calendar years.
- 3.7.006 The name of the Team shall be that of the company or brand name of the principal partner or that of one of both, or the two principal partners.
- 3.7.007 No two Teams, their principal partners or employers, may bear the same name. Should application for a new and identical name be simultaneously made by two or more Teams, priority shall be given to the Team which has used the name for the longer or longest time.
- 3.7.008 The Team must be affiliated to a national federation, member of the UCI.

§ 2 Legal and Financial Status

- 3.7.009 The employer of riders forming a Team shall be a person(s)/corporation(s) legally entitled to engage personnel. It shall sign contracts with the riders.
- 3.7.010 The principal Partner(s) of the Team, other than the employer, shall be held jointly and knowingly severally liable for the payment of 3 months salary in case of default by the employer as well as the financial obligations chargeable to the team, towards the UCI and the national federations, fines included.

§ 3 Registration with UCI

- 3.7.011 Each year, Teams must register with the Union Cycliste Internationale.
- 3.7.012 Teams shall, at the same time, register their riders.
- 3.7.013 Teams shall communicate their list of staff and riders 15 days prior to the UCI track individual classification period start, for verification and registration.
- On the list for each Team the following must be indicated:
1. the exact name of the Team.
 2. the complete contact details (address, e-mail, telephone and fax numbers) to which all communications for the Team can be sent.
 3. the names and addresses of the principal partners, the employer, the Team Manager and the Assistant Team Manager
 4. the surnames, first names, addresses, nationalities and dates of birth of the riders, the dates and numbers of their licenses and the authority that issued them.
 5. Copies of contracts between the TTT and the respective riders.
- 3.7.014 Article 3.7.013 shall also apply to any amendment to the list. Such amendments shall immediately be submitted by the Teams to the UCI for approval.
- 3.7.015 Only Teams on the registered list of the UCI may receive benefits such as those listed in article 3.7.019.
- 3.7.016 By their annual registration with the UCI, Teams and especially the employers and sponsors shall undertake to respect the Constitution and Regulations of the UCI and their respective National Federation and to participate in cycling events in a loyal and sporting manner. The employer and principal partners shall be held jointly and severally liable for all the financial commitments of the Team to the UCI and the National Federations, including any relevant fines.
- 3.7.017 The registration of the Team with the UCI shall involve a registration fee that the Team shall pay prior to 1 month after the current UCI track individual classification period start. The amount shall be set annually by the UCI Management Committee.
- 3.7.018 With their registration application, each team must submit to the UCI a colour graphic design of their Team jersey, complete with sponsor logos.
- 3.7.019 Those Teams registered with the UCI will receive the following benefits:
1. Inclusion on the UCI Track Team Ranking.
 2. Information services and publications in addition to the regular distributions.
 3. Direct entry services for major UCI events.
 4. Preferred pricing, where negotiated, for accommodations and food at World Cup events.

§ 4 Teams and Riders

- 3.7.020 The team shall be the totality of track team riders to take part in events as specified in article 3.7.003.
- 3.7.021 The total number of riders per Team shall not be greater than 10.
- 3.7.022 A rider shall not enter into any commitment with an organiser, whomsoever that organiser may be, with a view to participating in a race, without having firstly obtained the agreement of his employer or of the employer's delegate. That agreement shall be considered to have been granted if, on being duly requested, the employer has not replied within ten days.

§ 5 Contract of Employment

- 3.7.023 A rider's membership of a Team shall be subject to a contract which must at least contain the stipulations of the standard contract presented in article 3.7.029. It does not include bonus/incentive programs, race schedules, equipment provisions and other details. These are subject to negotiations between the employer and the rider(s).
- 3.7.024 Any clause concluded between the rider and the employer that clearly impinges on the basic rights of the rider as provided for in the UCI regulations shall be considered null and void.
- 3.7.025 Any contract between a Team and a rider shall be drawn up in triplicate at least. One original copy shall be forwarded to the UCI.

§ 6 End of Contract

- 3.7.026 On the expiration of the foreseen term of the contract, the rider shall be free to enter the service of some other employer. No system of transfer fees shall be permitted.

§ 7 Dissolution of a Track Team

- 3.7.027 A Track Team shall announce its dissolution or the end of its activity or its inability to respect its obligations, as soon as possible to the riders, to its other members, to the UCI and its National Federation.

Once this announcement has been made, riders shall be fully entitled to contract with third parties for the following season or for the period starting at the moment announced for the dissolution, the end of activities or the inability to perform.

§ 8 Penalties

- 3.7.028 Should a Team, as a whole, fail or cease to meet all the conditions of the relevant UCI regulations, it may no longer participate in cycling events.

§ 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 International Cycling Union;
- 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....

ARTICLE 3 - Remuneration

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.

ARTICLE 4 - Payment of remuneration

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.

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 defaulter 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 _____ Principal Partner
of the Track Team _____ of the Track Team