Preamble
Due to the large number of Agents in the sports world, the IOC Entourage Commission decided to produce specific guidelines intended to provide general principles and a framework in which all Agents should operate.

1. Definition
• An Agent is, including but not limited to, a person hired to negotiate commercial transactions, jobs and endorsement on behalf of an athlete. He/she is authorised to act for an athlete through employment or by contract. For his/her services, an Agent receives a percentage of the athlete’s income or of the value of the transactions negotiated.

2. General Principles
• The Agent must respect and promote ethical principles, including those contained in the Olympic Charter, the IOC Code of Ethics and the WADA Code.
• The Agent must, in accordance with such principles, always act in the best interests of the athlete.
• The Agent shall be permitted to represent an athlete or a club provided that a legally enforceable agreement (in the relevant jurisdiction(s)) is concluded between the Agent and concerned athlete or club.
• If the athlete is a minor and not legally emancipated from his/her parents, the athlete’s legal guardian(s) shall enter into the agreement with the Agent on the athlete’s behalf.
• The Agent should be qualified to work in his/her area of expertise and should be in compliance with all relevant sporting entities’ statutes and regulations.
• The Agent should maintain a high level of availability for the athletes.

3. Integrity
• The Agent shall act in good faith and demonstrate the highest level of integrity, in particular respecting the following principles:
  o Avoid conflicts of interest, in particular not representing both sides at the same time;
  o Fight against any form of bribery and take resolute and appropriate action against any form of cheating or corruption in sport;
  o Refrain from engaging in or supporting any acts of unfair competition;
  o Refrain from engaging in or supporting any form of betting or promotion of betting activity on the athlete’s sport;
  o Refrain from engaging in or supporting any form of harassment; and
  o Refrain from engaging in or supporting any abuse of a position of influence.

4. Confidentiality
• The Agent must respect confidentiality, including the content of his/her contract/relationship and all personal information regarding the athletes.

5. Transparency
• The Agent shall negotiate terms and conditions of offers of employment in consultation with the athlete.
• The Agent shall inform the athlete of all his/her obligations under the offer, such as payments of fees, performance credits, working conditions, etc…
• It is recommended that the Agent use standardised contract templates when available.
The Agent must be transparent and communicate to the relevant persons if and when conflicts of interest arise due to the Agent representing several athletes or athletes and organisations.

The Agent must be transparent about his/her personal and professional background with regard to matters which could affect the Agent/athlete relationship, including, but not limited to, sexual misconduct or financial matters.

6. Payment Range

- The payment should usually be received by the Agent as a percentage of the negotiated contract.
- Such percentage must be appropriate and proportionate to the value of the negotiated contract.
- Terms of payment include:
  - Hourly rate;
  - Flat fee; or
  - Combination of payment terms.

7. Responsibility/Accountability

- Contractual relationships with athletes must be based on balanced conditions, including fair financial conditions and professional liability insurance.
- The Agent must always respect the moral, physical and psychological integrity of the athlete.
- The Agent must keep the athlete fully informed of all dealings and arrangements made on the athlete’s behalf.
- The Agent must comply with best accounting practices and make available to the athlete and, where applicable, to the relevant sporting entities and authorities, full and accurate accounts and records.

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