



ARMY

ARMY GENERAL AND ADMINISTRATIVE INSTRUCTIONS

VOLUME 3

CHAPTER 111

PROFESSIONAL SPORTSPERSONS IN THE ARMY

This Chapter is sponsored by Army Resources Finance Governance Team. It covers the policy of service personnel taking part in Professional Sporting Activities. These instructions apply to the Regular Army and the Army Reserve.

Intentionally blank

VOLUME 3
CHAPTER 111
PROFESSIONAL SPORTSPERSONS IN THE ARMY

INDEX

Contents	Page	Paras
PROFESSIONAL SPORTSPERSON IN THE ARMY		
Introduction	111-1	<u>111.001</u>
Regulations	111-1	<u>111.002</u>
Key Principles	111-1	<u>111.003</u>
Process	111-2	<u>111.009</u>
Individual Arrangements	111-3	<u>111.011</u>
Authorisation	111-3	<u>111.014</u>
Leave	111-4	<u>111.015</u>
Risk	111-4	<u>111.016</u>
Duty Status	111-5	<u>111.018</u>
Insurance	111-5	<u>111.019</u>
Reporting	111-5	<u>111.020</u>
Write-Off/Recovery	111-5	<u>111.021</u>
Sponsorship	111-6	<u>111.022</u>
Compliance Check	111-7	<u>111.025</u>

LIST OF ANNEXES

Annex	Title	Responsible/Technical Authority
A	Process for the Application of a Professional Sports Contract	Res Fin Gov
B	Professional Sportsperson Methodology for Abatement (Deduction) of Pay	Res Fin Gov
C	Professional Sporting Activities Record	Res Fin Gov
D	Covering Letter	Res Fin Gov
E	Professional Sportspersons Commanding Officers Guide	Res Fin Gov
F	Professional Sportspersons – Frequently Asked Questions	Res Fin Gov
G	Release Statement of Professional Sportspersons Information to an External Organisation	Res Fin Gov

Intentionally blank

VOLUME 3

CHAPTER 111

PROFESSIONAL SPORTSPERSONS IN THE ARMY

Army TLB Policy

Introduction

111.001. With the growth of professionalism within sport, there are increasing opportunities for Service personnel (SP) to receive financial and other reward for participating in sporting activities as members, trainers, competitors, officials or administrators of civilian teams, when authorised through the Chain of Command in accordance with this Army TLB direction. If they are to receive a financial or other reward for their participation then a formal contract is to be entered into between the chain of command and the 'club' so that the Army can be clear about its requirements within the contract.

Regulations

111.002. By entering into such arrangements SP are entering into temporary employment. Army TLB personnel are **required** to seek approval from their Commanding Officer (CO) prior to accepting temporary employment during normal leave or off-duty hours (see **QR's (Army) J5.076-5.079**)¹. Approval would normally only be given if the activity requested does not involve the use of official time or affect the individual's efficiency as a member of the Armed Forces. These regulations also apply to requests from SP to participate in sport for profit and be financially recompensed for doing so. See [Annex A](#) for the process that **must** be followed.

Key Principles

111.003. The policy guidelines for participation in professional sport by SP are based upon the following principles:

- a. The Army recognises the benefit to individuals and their development by participating in Sport, however as a matter of both policy and financial regularity, Army personnel should not be paid twice for their working time.
- b. Benefit to the Armed Forces and the individual from taking part in sporting activities, at all levels, can develop through sporting involvement both during and after a sporting career.
- c. Sporting activity, and the associated preparation and training, can make a significant demand on the individual's time.
- d. Where the demands on an individual's time are such that they are unable to meet service objectives they may need to reduce their commitment to sports so they can perform their service commitment.
- e. A strong Public Relations (PR) plan must be provided in support of the individual to enable the Army to exploit recruiting and retention messaging and opportunities. Army Sports Control Board (ASCB) are best placed to provide this information with the support of Army Media and Comms (AMC).

¹ This includes part-time and full-time contractual employment as a professional sports person, competitors/players, officials, coaches, educators.

111.004. The needs of the service are, and must remain, paramount. The overriding need of the Army is to be recognised, however every effort should be made to foster and encourage those with genuine talent. The Army and MOD's reputation can only benefit from an individual's sporting achievements especially in regard to recruiting and retention and in the wider PR context.

111.005. Individuals are to be informed by their respective Commanding Officer (CO) that where permission is given for participation in professional sport, it will normally be on the understanding that they will be required to make a contribution (paid or unpaid leave and/or salary abatement (deduction)) in respect of paid sporting commitments, where they normally would be available for Army duties.

111.006. The aim of this policy is to agree, on a case-by-case basis with those individuals who have been offered a professional sports contract; what abatement (if any) should be applied to their leave entitlement and what financial abatement (if any) should be applied to their military salary which should reflect the balance between:

- a. The amount of time the individual is unable to devote to their military duties.
- b. The wider gain to be had by associating the Army with top flight sports people, including the benefits they can offer and any other activities that support the Army in respect of recruiting and retention opportunities.

111.007. Where an individual is demonstrably able to undertake almost the full extent of their Army duties, there may be no need for an abatement (deduction) of salary as the use of paid/unpaid leave may provide sufficient cover. The aim should be broadly to equate the extent of the contribution from leave and/or abatement (deduction) of salary for the proportion of time required to participate under a professional sports contract, and the degree of benefit to the Army and MOD for the arrangement.

111.008. COs are to understand all the risks involved if any of their Soldiers or Officers are to participate in any given professional sport in order to make an informed decision of the benefits verses the risks, this is a key aspect of their legal Duty of Care (DoC) obligations. The CO of the unit that the sportsperson is currently on strength with will remain responsible for ensuring his or her DoC and advising them on safety management aspects. Departmental policy is clear both to encourage sport and the requirement for COs to take sensible steps to reduce the risk of injury by following the appropriate National Governing Bodies (NGB) and MOD policy, monitoring injury trends, evaluating risks and providing the appropriate supervision when necessary.

Process

111.009. The process management flow chart that **must** be followed when considering a case for contractual commitment and abatement (deduction) of pay for professional sportspersons is detailed at [Annex A](#). Each stage of the process is to be completed in 2 weeks to allow for continuity and feedback to the CoC on Director Resource's (D Res) decision.

111.010. D Res is responsible for ensuring that Army TLB discharges its financial management and stewardship duties in accordance with HMT and Cabinet Office guidance in line with the policies, standards and processes laid down by the Accounting Officer, as the Defence Authority for Financial Management and Approvals and other relevant Defence Authorities. This includes maintaining robust governance and assurance arrangements for all financial management activities in Army TLB. D Res Army is the approving authority for Professional Contracts on advice from the CoC and ASCB and the abatement of pay for Professional Sportspersons.

Individual Agreements (Contracts)

111.011. It is the responsibility of SP to ensure that they do not enter into an agreement or contract, which imposes obligations on them that are incompatible with their Service duties. The agreement or contract must state and have embedded within it the following:

'This agreement is subject to the overriding obligations of [**name of player/athlete**] as a member of Her Majesty's armed forces. Any obligation or requirement imposed on [**name of player/athlete**] by or under this agreement shall not have effect to the extent that compliance with it would require him/her to disobey a lawful order or would otherwise conflict with the performance by him/her of his/her duties as a serving member of Her Majesty's armed forces. In this paragraph, "lawful order" means any order or command (by whatever means communicated) which [**name of player/athlete**] is required to obey under naval, military or air force law. The interests of the Army remain paramount, and the individual may be called upon at anytime without penalty to either the individual or the British Army.

Notwithstanding the provisions of this agreement, the [**name of sports club or association**] shall be obliged to release [**name of player/athlete**] to play/compete in [**sport**] for a Service team (including attending at training and other squad sessions). In this paragraph "Service team" is a reference to any team representing any or all of the [**sports association/union**] of Her Majesty's armed forces'.

SP are to satisfy themselves (taking such advice² as they deem necessary) that the contract will meet their needs.

111.012. A covering note in Annex G provides the policy extract that can be released to an external organisation such as agents, promoters, managers, sports clubs etc. The AGAI is an Army internal document and it is not MOD policy to release any policy documents of this nature. The only element that should be released is an extract that covers the requisite paragraphs that are required in the contract.

111.013. Army TLB personnel must be aware that only sports³ recognised by Army Sports Control Board (ASCB) are covered within this policy.

Authorisation

111.014. D Res is responsible for authorising all Army SP wishing to participate in Sport under a Professional Contract as a Professional Sportsperson.

a. Proposals for each individual professional sportspersons are to be drawn up by their CO, in consultation with the ASCB for endorsement and proposal for a contribution from the individual's leave or an abatement from their salary, in accordance with para 111.007. The completed assessment form is to be passed through the CoC to D Res (Army) for final approval.

b. Each case is to be considered on its merits and not in line any with other previous applications. This instruction permits discretion for individual circumstances and is to be applied on a case-by-case basis. Discussions with individuals will need to be handled sensitively and should highlight the opportunities for professional sportsperson to resume a fuller career in the Army once their playing commitments reduce, if they should so choose.

² Insurance and legal advice etc

³ In accordance with JSP 660 – Sport in the Armed Forces

- c. In balancing the factors listed in sub-para 7a-c (Annex B), and when used in addition to or as an alternative to paid/unpaid leave, a sliding scale of salary abatement should be applied, ranging from 10% to 50% abatement of an individual's daily rate of pay. The methodology to be used to calculate the abatement (deduction) is at [Annex B](#).

Leave

111.015. When a SP is paid for taking part in coaching, officiating or administering a sport with a civilian organisation during working hours it is important that either annual leave or unpaid leave is taken to avoid subsidising a professional sport from public funding. At the end of their contract the SP are to be advised to apply to APC to extend their service by the number of unpaid days leave taken in accordance with [JSP 760 Tri-Service Regulations for Leave and Other Types of Absence Ch 4](#). Otherwise, they may not qualify for their EDP/Pension due to insufficient service on their service record. Any extension will be applied once the SP has completed their contract. A SP who opts for unpaid leave and then does not take full allowance of annual leave would be deemed not to have taken the allowance for personal reasons and would have no entitlement to make retrospective adjustments to the unpaid leave period or to carry forward excess leave in addition to the authorised 15 days. SP should also be reminded that they can be recalled to duty whilst on unpaid leave. SP who require clarification of their entitlement for leave whilst on a professional contract or taking unpaid leave are to refer to MOD (SP Pol 2), through the CoC and quoting [JSP 760](#).

Risk

111.016. In addition to the CO's approval process they are to conduct a full risk assessment IAW policies⁴. This risk assessment is to be recorded and saved on file in the Unit Risk Register for future reference. According to [JSP 375 Pt2 Vol 1 Chapter 39 – Retention of Records](#), Risk Assessments referring to personnel should be retained locally where named individuals remain on site and then archived. A copy of this should also be filed in the Personnel's folder so that it is kept with the SP's current HR Unit. The risk assessment is to establish and articulate all the risks associated with the SP participating in a professional sport in order to understand:

- a. The benefits versus the risks to the Army associated with this sport including the contractual obligations.
- b. What the potential impact will be on a SP and their career. The CoC must provide career management advice to the SP and ensure they are career managed and their career expectations are managed accordingly. The CoC must ensure that all SP receive an annual report, MPAR and advised of any career courses they need to attend and/or the implications it will have if they do not attend them.
- c. The totality of the risks involved so an individual is clear of the implications of playing professional sport and that they are aware of the requirement to secure an appropriate level of personal accident/playing (sport related) insurance.
- d. That it is the responsibility of the SP to minimise the risk of injury whilst participating in the sport, which they are professionally contracted. They have a responsibility to ensure they are medically fit to undertake sporting activity. Injuries sustained whilst playing sport professionally are not covered under the Armed Forces Compensation Scheme (AFCS) [JSP 765](#). SP who are on a professional sports contract and are selected to represent a service team will be classed as on duty for the period they are training and playing with the

⁴ [JSP 375 Management of Health and Safety in Defence \(JSP 375 Pt 2 Vol1 Chapter 08 – Risk Assessment\)](#) and [ACSO 3216 - The Organization and Arrangements for the Management of Safety and Environmental Protection in the Army](#)

service team. Their details are to be published on Unit Part One Orders when training and playing for a service team in order to qualify for on duty status. The entry on part one orders should also include the type of sporting activity they have been selected for.

111.017. Medical Records. Whilst under a professional sports contract it is the individual's and the CoC's responsibility to ensure any injuries sustained during the contract period are recorded on the individual's military medical records.

Duty Status

111.018. Personnel that participate in sport for a professional sports team whilst under a professional contract will be classed as off duty and will not be entitled to claim through the AFCS for any injuries that they will sustain whilst playing professional sports under a professional contract. They will be eligible for on duty status when they are recalled to undertake their military duties or they are participating for a service sports team.

Insurance

111.019. The MOD does not accept any liability for injury, loss or damage whilst the SP are not on duty and when they are participating in a sporting activity that is covered under a professional contract. Therefore, all professional sportspersons are to ensure they have adequate personal accident and liability insurance in accordance with the nature of their sport. SP should seek professional advice from a qualified insurance provider. SP should be aware that whilst playing/competing in a sport as part of a professional contract and whilst they are 'Off Duty' and they have not been authorised by the ASCB they will not be eligible for compensation from the AFCS if they are injured.

Reporting

111.020. D Res will produce an annual report on the pay for Professional Sportspersons for DSP Pol and DFM FMPA (Charging), who will also inform PUS as necessary. Units are required to:

- a. Ensure they report the details of their professional sportspersons through their Bde G8 Branch for the period 1st April to 31st March.
- b. Submit their return via email by NLT15th May annually to Army Resources Finance Governance on Army Res-Fin-TLB-GovComp-Mailbox (Multiuser) or by post to D Resources, Army Headquarters, IDL 29, Second Floor, Zone 4, Blenheim Building, Marlborough Lines, Monxton Road, Andover, SP11 8HT.
- c. Include the individual's name, rank, number, unit and how much their pay has been abated by.

Write-Off/Recovery

111.021. The abatement of pay process must be completed prior to the individual committing to a contractual agreement as any overpayments arising from the incorrect application of this policy may be considered for recovery or write off action in accordance with policy.

Sponsorship⁵

111.022. Sponsorship of Contracted Entity. Once a Professional Sportsperson has signed a Professional Sportsperson Contract and D Res approval has been given; they may be asked to participate in media activity in support of Sponsorship⁵ agreements in respect of the entity they have a Contract with. For those contracted to a team this should be as part of the team, not as an individual, for individual activity this maybe as a singleton; however the following general principles apply:

- a. Professional sportspersons must not 'endorse', or be seen to endorse, the sponsoring organisation or its products. In other words, names insignia and logos must not be used to imply that the Professional sportsperson or Army or MOD particularly favours a Sponsor's products or services, or certifies the suitability or quality of them. Individuals must not make statements credited to them personally in any official capacity being used by the Sponsor if they endorse, or appear to endorse, the Sponsor.
- b. MOD's policy in respect of suppliers is that as an impartial central government department, Professional Sportspersons may make factual statements in respect of contractual positions only. Professional Sportspersons must not express a preference for, or give or appear to give an endorsement of any company, product or service, for example if asked by suppliers to give input to their press releases or PR material. Additionally staff have no delegation to permit third parties to make use of MOD logos (for example in conjunction with suppliers' press releases), even to indicate companies are suppliers to, or are under contract to MOD.
- c. Sponsors must not be, or appear to be, given privileged access to Ministers or senior MOD officials in return for cash or benefits;
- d. Particular care must be taken where Sponsorship is with either Defence Contractors or organisation which MOD would not usually permit Sponsorship such as a tobacco, alcohol, gambling or Payday Loan company, or a company/organisation which may potentially cause damage to the UK government or MOD's reputation or has known political connections, and/or is known to give political donations and/or support.

111.023. If individuals are unsure of what activity is acceptable in support of Sponsorship, advice must be sought from the Army Sponsorship focal point.

111.024. Individual Sponsorship. In general, sponsorship must relate to Defence activities and should not be provided to support the individual pursuits of MOD employees. By exception, D Res may approve sponsorship for individuals participating in elite events, for example the Olympics (Elite Sports personnel) and in exceptional cases for Professional Sportspersons. Cases for individual Sponsorship are to be staffed prior to any agreements being made; through the respective Sports Secretary and ASCB for endorsement; then to the Army Finance Governance team (Army TLB Sponsorship focal point) for D Res consideration and approval. See [Army Corporate Standard \(ACS 07\) Sponsorship](#) and [JSP 462 Financial Management and Charging Policy Manual Chapter 7](#) for further detail.

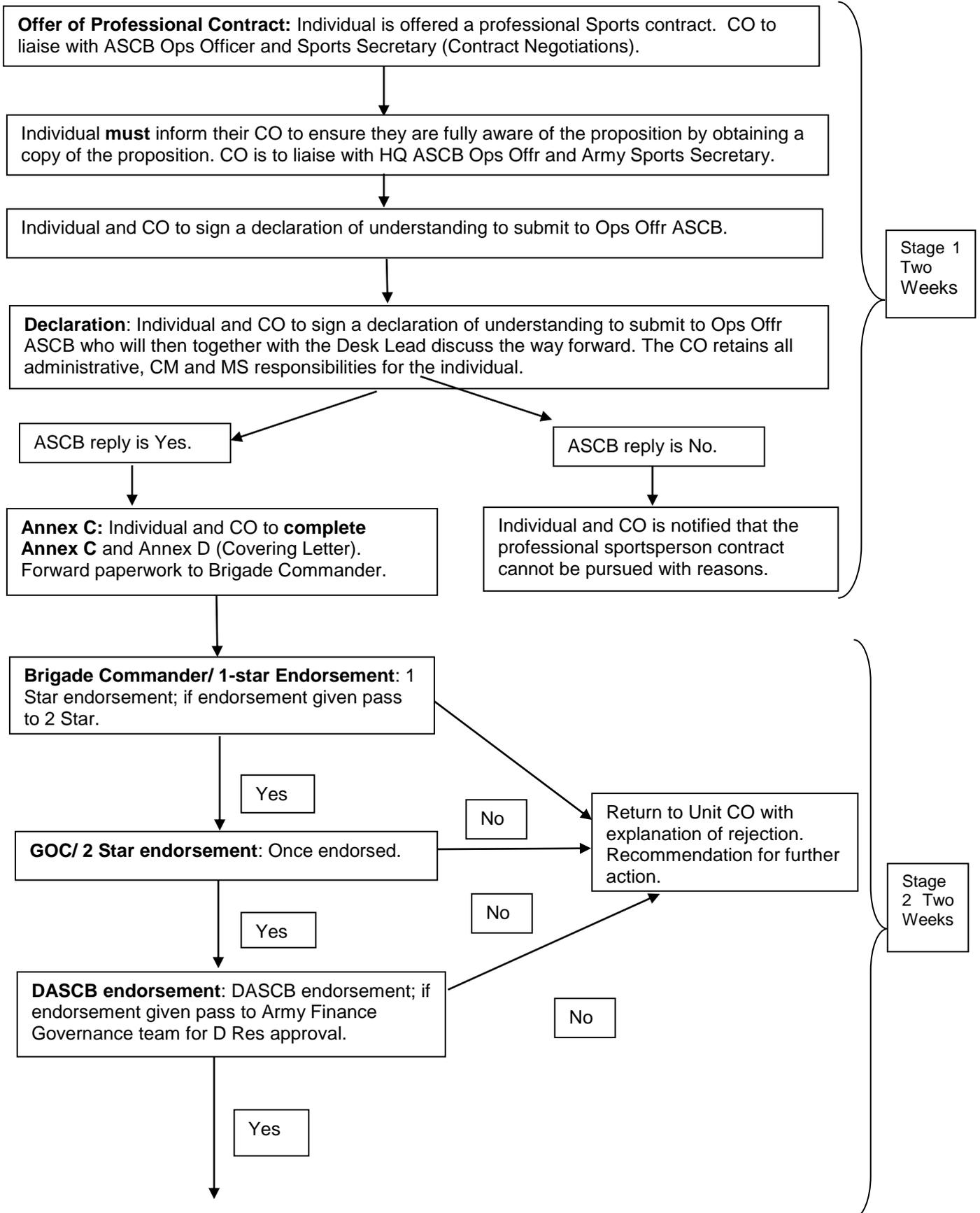
⁵ Sponsorship is the payment of a fee or payment in kind, by an organisation in return for the rights to a public association with an activity, item, person or property for mutual commercial benefit.

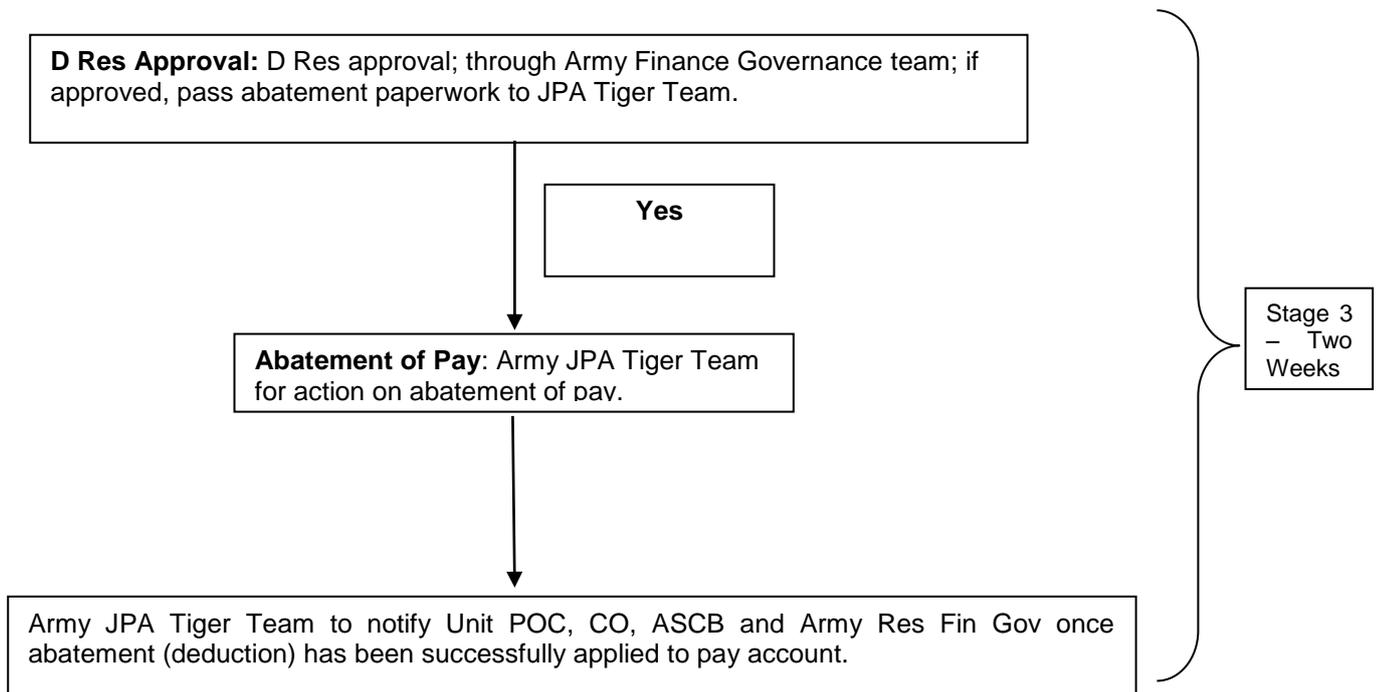
Compliance Check

111.025. Army Resources Finance Governance Team will conduct compliance checks on a selection of Professional Sportspersons on an annual basis to ensure they are compliant, as this detail is incorporated within the Annual Assurance Report (AAR).

Intentionally blank

ANNEX A TO AGAI 111 PROCESS FOR THE APPLICATION OF A PROFESSIONAL SPORTS CONTRACT





ROLES AND RESPONSIBILITIES OF MANDATED POINT OF CONTACT

ROLE	RESPONSIBILITY
Soldier	To inform CoC of potential offer of contract/agreement to participate in professional sports
Commanding Officer	Initiate interview with soldier to discuss potential contract, liaise with sports agent, consult Ops Offr ASCB/Sport Assn Sec, initiate Annex C paperwork, made aware of Insurance requirements and approval to commit to contract is only given by D Res. CO retains responsibility for the management of the individual.
Agent	Liaise with CO/Assn Sec to ensure that the club/team is aware of the requisite paragraph in the contract, insurance requirements and approval to commit to contract is only given by D Res
Association (Assn) Sports Secretary Sec)	Liaise with Agent/Ops Offr/ASCB to ensure that the requirements of Army Sports commitments is included in contract, insurance requirements and approval to commit to contact is only given by D Res
ASCB	Ops Offr/Sports Assn Sec consultation with CO to ensure that contract is in line with policy, Annex C paperwork
Army HQ (Army Finance Governance)	Staffing Annex C paperwork for D Res Approval, once paperwork approved this is passed to the JPA Tiger Team.

ANNEX B TO AGAI 111 PROFESSIONAL SPORTSPERSON METHODOLOGY FOR ABATEMENT (DEDUCTION) OF PAY

Introduction

1. The methodology for calculating an abatement (deduction) of pay has been designed to arrive at a solution, which remains within the parameters described in this AGAI, is simple to apply, is fair to the individual and which balances the needs for flexibility with the need to produce defensible rationale in support of each judgement.

Process

2. At the beginning of the season, or when the individual's sporting contract is drawn up, the individual calculates the number of days he/she is required to be away from primary duties. The individual then discusses this with his/her CO and agrees an appropriate contribution from annual/unpaid leave. Pay for absences not covered by leave would be subject to abatement (deduction) (as set out below). The number of days where pay is abated would not be subject to renegotiations in the period. If more time off is required, this must be met from annual or unpaid leave.

Calculation of the Abatement

3. The Army has an overriding claim on the individual's time and the individual also has a duty to participate in publicity and recruiting activities, as required by the Army's public relations and recruiting staff. This is reflected in the award of full pay for 155 days each year and 50% of pay on days away from primary duties (not including any annual or unpaid leave contributions) up to a maximum of 210 days.

4. In most sports contracts, where it stipulates a "term", this is the period of time the soldier will be contracted to fulfil commitments. A contractual term can range for a period of months up to a maximum of 332 days. Therefore, to calculate the number of days the soldier will be permissible under this policy to fulfil sports contract is shown in the table below:

Number of weeks (Up to a maximum) (Abated)	Calculate the number of weekends (not abated)	Number of Days Annual Leave Entitlement (up to a maximum of 38)	Days to be abated or the number of days MOD will allow soldiers to be abated for (up to a maximum of 210 days)
210/5 days a week = 42 weeks	42 weeks x 2 (weekends) = 84	38	210
$210 + 84 + 38 = 332 \text{ Days}$ Therefore, in a 365-day period, 33 days (365-332) is available to soldiers for duty activity i.e. MATTs, Refresher Training etc.			

5. In Part 2 of the Annex C for Calculation of the Abatement, the days for which abatement of pay is due depends on the number of days the soldier is away from duties (up to a maximum of 210 days). The total estimated days away from duty is calculated at; the contractual term (332 days) less the 84 days (weekends), that will not be abated.

6. At the discretion of the CO, the 50% abatement may be reduced to reflect any value that the individual brings to recruitment and PR as a direct result of their involvement in professional sport. In all cases, a minimum abatement (deduction) of 10% will apply.
7. In considering whether a reduction in the 50% abatement (deduction) is justified, COs should consider the individual's recruitment and PR value to the Service in the following areas:
- a. **Sporting Ability.** A score in the range 0 – 10; where, for example 0 is professional ability unlikely to progress beyond local club level and 10 is sporting ability recognised at international level.
 - b. **Public Image.** A score in the range of 0 – 10; where, 0 would reflect little or no public recognition and 10 is high profile public recognition at national or international level. This should balance the amount of favourable and unfavourable (if any) publicity including instances of serious on-field indiscipline. Someone who is highly regarded in his/her sport, but not well known to the public, is unlikely to be of significant recruitment or PR value.
 - c. **Proven PR Value.** A score in the range of 0 – 20; where, 0 reflects little or no evidence of PR value to the service and 20 would reflect evidence of considerable PR value for the service at national media level. The onus is on the individual to provide a portfolio of evidence to demonstrate the PR value that he/she has delivered. This could be in the form of press cuttings or evidence of TV or radio appearances, where their association with the Services has been a positive feature.
8. The aggregate score of each of these factors will qualify for a corresponding percentage reduction in the 50% abatement (deduction). For example:
- a. **Case 1.** A boxer with ability to box at professional level, but on a part-time basis (e.g. requires 50 days a year away from work to train and fight). The Boxer is well known locally and to the boxing fraternity and has a good reputation for sportsmanship and self-discipline. However, if the boxers sporting prowess in the professional arena and knowledge of his connection to the service is limited then there is limited evidence of the boxer exploiting their service connections with local or national media.
 - Sporting ability – score 6
 - Public image – score 3
 - Proven PR – score 3
 - Aggregate score – 12
 - Reduction to 50% abatement – 12%
 - Total abatement (deduction) of pay for days not available for primary duties during periods of agreement – 38%.
 - b. **Case 2.** A rugby player playing regularly for a Premiership team. The rugby player has the potential to play at national level but has a reputation for occasional on field indiscipline. The Sportsperson is well known both locally and nationally as a rugby player and a member of the Army. When available, the player participates in a schools rugby-coaching scheme and gives presentations to schools and colleges when available. The soldier can provide a portfolio of evidence that takes every opportunity to mention the Service in interviews with local and national media and resultant publicity has generally been favourable.

Sporting ability – score 8

Public image – score 6

Proven PR value – score 16

Aggregate score – 30

Reduction to 50% abatement – 30%

Total abatement (deduction) of pay for days not available for primary duties during period of agreement – 20%.

9. The time required for individuals to conduct refresher training to become ‘professionally’ current before returning to their primary duties is to be considered as part of the time committed to their sport.

10. The responsibility for constructing the case for an abatement and making the proposal lies with the Commanding Officer. All proposals must be made to D Res, via Army Resources Finance Governance, who is responsible for the final decision. It is essential, for reasons of clarity and to support future audit, and that all proposals fully explain and document the rationale applied during the scoring process.

11. Further advice/assistance can be obtained from the following:

Name/Post	Email	Phone Number
Vacant	Army Res-Fin TLB-ComplianceSO3	01264 883625/ 94393 6325
Mrs Belinda Alexander SO2 GovComp	Army Res-Fin TLB-GovCompSO2	01264 886329/ 94393 6329
Mrs Sheila Symes SO1 GovComp	Army Res-Fin TLB-GovCompSO1	01264 886292/ 94393 6292
Pers Admin Branch, APSG (Tiger Team)	APSG-PersAdmin-TigerTeam-IC- SSgt	01264 381300/ 94391 7300
Lt Col (Ret'd) Gregory Ehlen/Ops Offr/ASCB	opsbranch@ascb.uk.com	01252 787058/ 94222 7058

**ANNEX C TO AGAI 111
PROFESSIONAL SPORTING ACTIVITIES RECORD**

PART 1 – INITIAL INTERVIEW										
Number						Name				
Rank				Regt/Corps						
UIN						Unit Title & Address				
Sport(s)										
Name of Club(s)										
<p>Certificate of Understanding I confirm I have received a copy of the Army TLB Policy and have had its contents explained to me. I confirm that I fully understand the requirements contained within this policy, relating to my professional sporting career.</p>										
Signature of Individual						Unit Date Stamp				
PART 2 – INDIVIDUAL’S CONTRIBUTION										
Daily Rate of Pay						<input type="text"/>			(a)	
Total estimated days away from duty – this should include any days required to undertake refresher training. This means this figure could exceed 365 days.						<input type="text"/>			(b) ⁶	
Less Days agreed leave						<input type="text"/>			(c)	
Days for which abatement of pay is due (b-c)						<input type="text"/>			(d)	
Total Number of Unpaid Absence Days (if applicable)						<input type="text"/>				
Total Number of Annual Leave Days (if applicable)						<input type="text"/>				
<p><u>Calculation of % abatement (deduction) to Daily Rate of Pay</u> A 50% abatement should normally be applied. This percentage can be reduced to a lower limit of 10% if an individual scores highly on the factors below.</p>										
The individual’s sporting ability <i>Assess the individual’s ability on a scale of 0-10 (see annex B)</i>						<input type="text"/>			(e)	
The public image of the individual <i>Assess the individual’s public image on a scale of 0-10 (see annex B)</i>						<input type="text"/>			(f)	
Proven PR value <i>A portfolio of evidence must support this assessment, and be attached to this form. Scale of 0-20, 0 where no evidence is produced (see annex B)</i>						<input type="text"/>			(g)	

⁶ Following Para 4 Annex B (332-84=248)

<p>Total of public profile and image points (e+f+g) <input style="width: 150px;" type="text"/></p>	(h)																					
<p>Percentage Abatement = 50 – (h) <input style="width: 150px;" type="text"/> %</p>	(i)																					
<p>Period of Abatement (Date) <input style="width: 150px;" type="text"/></p>																						
<p><u>Calculation of % abatement (deduction) to Daily Rate of Pay (continued)</u></p>																						
<p>Total Value of the Contribution from Pay</p>																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Days to be Abated</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 20%;">Daily Rate of Pay</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">% Abatement</td> <td style="width: 5%; text-align: center;">=</td> <td style="width: 30%;">Amount Due</td> </tr> <tr> <td style="text-align: center;">(d)</td> <td style="text-align: center;">X</td> <td style="text-align: center;">(a)</td> <td style="text-align: center;">X</td> <td style="text-align: center;">(j)</td> <td style="text-align: center;">=</td> <td style="text-align: center;">(k)</td> </tr> <tr> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">X</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">X</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">=</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> </table>		Days to be Abated	X	Daily Rate of Pay	X	% Abatement	=	Amount Due	(d)	X	(a)	X	(j)	=	(k)	<input style="width: 50px;" type="text"/>	X	<input style="width: 50px;" type="text"/>	X	<input style="width: 50px;" type="text"/>	=	<input style="width: 50px;" type="text"/>
Days to be Abated	X	Daily Rate of Pay	X	% Abatement	=	Amount Due																
(d)	X	(a)	X	(j)	=	(k)																
<input style="width: 50px;" type="text"/>	X	<input style="width: 50px;" type="text"/>	X	<input style="width: 50px;" type="text"/>	=	<input style="width: 50px;" type="text"/>																
<p>Certificate of Individual I agree to the above contribution in leave and abatement (deduction) of pay, and where a contribution of pay is applicable, request that the amount be recovered in instalments over a period of <input style="width: 30px;" type="text"/> months (maximum of 12 months)</p>																						
<p>Signature of Individual</p>	<p>Unit Date Stamp</p>																					
<p>Certificate of Commanding Officer Details of the above agreement have been recorded in the individual's records. The following supporting documents are attached where applicable:</p> <ul style="list-style-type: none"> A Copy of the contract/proposal in respect of professional sporting activities. Evidence (e.g. press cuttings, web prints, TV/radio log) to support the assessment of proven PR value at (g) above. Commentary in support of the assessments in respect of sporting ability and public image, (e) and (f), above. Annex D – covering letter. 																						
<p>Signature of CO</p>	<p>Unit Date Stamp</p>																					
<p>This form, and all supporting documentation, should now be forwarded to the Brigade Commander/1-Star, for endorsement. Original hard copy documents to be sent, copies to be retained for records.</p>																						
<p>Certificate of Brigade Commander/1-Star It is recommended that the individual is / is not approved to commit to contract/proposal and the contribution is / is not approved. <i>(To be returned to CO with explanation and recommendation for further action when not recommended for approval)</i></p>																						
<p>Signature of Brigade Commander/1-Star</p>	<p>Name: Appointment: Tel: Date:</p>																					
<p>This form, and all supporting documentation, should now be forwarded to the GOC/2-Star, for endorsement. Original hard copy documents to be sent, copies to be retained for records.</p>																						

<p>Certificate of GOC/2-Star It is recommended that the individual is / is not approved to commit to contract/proposal and the contribution is / is not approved. <i>(To be returned to CO through Brigade Commander/1-Star with explanation and recommendation for further action when not recommended for approval)</i></p>	
<p>Signature of GOC/2-Star</p>	<p>Name:</p> <p>Appointment:</p> <p>Tel:</p> <p>Date:</p>
<p>This form, and all supporting documentation, should now be forwarded to the Director Army Sports Control Board (DASCB), Mackenzie Building, Fox Lines, Aldershot, GU11 2LB for endorsement. Original hard copy documents to be sent, copies to be retained for records.</p>	
<p>Certificate of DASCB It is recommended that the individual is / is not approved to commit to contract/proposal and the contribution is / is not approved. <i>(To be returned to CO through GOC/2-Star with explanation and recommendation for further action when not recommended for approval)</i></p>	
<p>Signature of DASCB</p>	<p>Name:</p> <p>Tel:</p> <p>Date:</p>
<p>This form, and all supporting documentation, should now be forwarded to D Res via Army Resources Finance Governance, Army Headquarters, IDL 29, Blenheim Building, Marlborough Lines, Andover, SP11 8HT, for approval. Original hard copy documents to be sent, copies to be retained for records.</p>	
<p>Certificate of D Res The individual is / is not approved to commit to contract/proposal and the contribution of £ over a period of months and leave days of is / is not approved. <i>(To be returned to CO with explanation and recommendation for further action when not recommended for approval)</i></p>	
<p>Signature of D Res</p>	<p>Name:</p> <p>Tel:</p> <p>Date:</p>
<p>This form should now be forwarded for action to: IC Tiger Team Pers Admin Branch APSG, Ramillies Building, IDL 427, First Floor Zone 5, Marlborough Lines, Monxton Road, ANDOVER, Hampshire, SP11 8HT. Original hard copy documents to be sent, copies to be retained for records. Chain of Command must be notified of approval and next steps.</p>	
<p>PART 3 – FOR COMPLETION BY ARMY JPA TIGER TEAM</p>	
<p>Certificate on behalf of recovering authority</p> <p>Where applicable, recovery of the amount due has been instigated.</p> <p>The JPA action has been completed on: (Date)</p>	
<p>IC Tiger Team Signature:</p>	<p>Name:</p> <p>Appointment:</p> <p>Tel:</p> <p>Date:</p>

**ANNEX D TO AGAI 111
COVERING LETTER**

(This is just a guide and can be amended where necessary)

Professional Sportsperson in the Army – (Rank, Name, Number and Regt of Professional Sportsperson)

1. Please find enclosed, Annex C to AGAI 111 with supporting paperwork and proposal/contract for *(Insert Name)*.
2. *(Insert Name)* has been offered the opportunity to take part in *(Insert sport)* as a professional and the proposal/contract is attached. *(Insert Name)* is required to respond to this request by *(Insert Date)*. They have informed the proposer of the process we are required to follow to enable them to receive the correct level of approval to commit and that this may take several weeks to complete.
3. We have estimated that *(Insert Name)* will require *(Insert x)* days away from duty to satisfy this commitment and we will re-assess this at regular intervals. *(Insert Name)* has agreed to have their pay abated (deducted) by *(Insert amount)* over *(Insert x)* months.
4. The point of contact for this case is, *(Insert name & email)* and they will keep Army Resources Finance Governance up to date with any amendments to the contract, reviews of abatement (deduction) of salary and if the established point of contact changes. Please do not hesitate to contact the above if there are any queries relating to this case.

Yours

Enclosures:

(List all documentation being provided)

**ANNEX E TO AGAI 111
PROFESSIONAL SPORTSPERSONS
COMMANDING OFFICERS GUIDE**

1. The following guide has been written for CO's who have personnel within their unit who are currently playing professional sport under an approved contract or who have or are likely to be offered a professional contract.
2. CO's are to consider the following factors when deciding if a member of their unit should be approved to play professional sports.
 - a. The contract is a legally binding document.
 - b. The contract contains:
 - 1) The paragraphs shown at para 111.011 to AGAI Vol 3 Chap 111
 - 2) Acknowledgement that the service person may be recalled at any time by the Army or MOD.
 - 3) Sufficient time allocated so the SP can fulfil their mandatory service duties.
 - c. The SP has adequate personal liability insurance cover that is appropriate to the sport they are likely to be professionally committed to.
 - d. The Ops Offr ASCB has been contacted to discuss professional contracts and Army Sport secretary is aware and has advised on the level of participation the individual is required to support the Army representative sports team.
 - e. The individual is not already playing professional sport without approval from Army HQ (D Res) and the CoC.
3. Any abatement of the service persons military salary has been assessed in conjunction with Annex B to this AGAI.
4. The CO personally briefed the SP and made them aware of the following;
 - a. The provision of career management which should include; an annual report, career advice and the ability to attend career courses critical to the individual's cap badge.
 - b. What their duty status is whilst playing professional sports.
 - c. The requirement to report to the CoC any disciplinary or news worthy items that the individual may be involved in, and which may have a reputational or adverse impact on the SP or the MOD.
 - d. The requirement to report details of any injuries that the SP may sustain whilst playing sport professionally.
5. COs are also to consider the PR value and how potentially it can be exploited; including the opportunities for potential recruiting and retention messaging and related media opportunities.

ANNEX F TO AGAI 111 PROFESSIONAL SPORTSPERSONS - FREQUENTLY ASKED QUESTIONS

1. Can I play sport for a professional team?

Yes you can play professional sport provided you adhere to current policy regarding professional sports persons (AGAI Vol 3 Chap 111) and a contract is agreed between the MOD and the civilian sports organisation.

2. I have been approached by a sports team that wants to employ me as a professional sports person? Who do I initially speak to?

You must inform your chain of command (CoC) if you are approached by a professional sports team to play professional sports.

3. What type of sports teams can I play for?

There are no specific sports that are restricted provided they have a recognised governing sports body that provides suitable policy for the governance of the sport. These sports are listed in JSP 600.

4. What policy covers Professional Sportspersons?

AGAI Vol 3 Chapter 111

5. Who approves whether I can play professional sport?

Your CO is responsible for approving your participation although Army HQ (D Res) gives final approval.

6. Why do I need a professional contract?

You must have a professional contract if you wish to play sport for a professional team, as the Army remains your primary employer and therefore there must exist a formal contract between the MOD and the civilian organisation that allows you to also play professional sport.

7. Can I play for a professional team once I have signed a contract?

Even though you may have signed a contract, you cannot commit to a professional contract until the CoC and Army HQ (D Res) has given you approval to play iaw this AGAI.

8. What is an Annex C?

Annex C is the paperwork process to AGAI Vol 3 Ch111 and is divided into three parts.

Part 1 – Initial Interview and approval by unit CO

Part 2 – Individual's contribution

Part 3 – Completion by Army JPA Tiger Team

Part 1 and Part 2 are to be initiated by the soldiers CoC and is required to enable the endorsement of Professional Sportspersons status.

9. Why is it required to have Brigade Commander, GOC and Army Sports Control Board Director signature?

It is required for their general awareness and input as CoC has delegated authority and responsibility for Duty of Care. The Director ASCB will ensure there is appropriate input from an Army Sports perspective.

10. Who from within the Army liaises with the professional sports team/clubs to approve my participation?

It is the CO who is responsible for liaising with the Sports Team regarding the needs of the military and specific wording that relates to your service duties which are to be included within the contract. (AGAI Vol 3 Ch 111, Para 111.011 refers)

11. Will my military salary be abated if I play professional sport?

Abatement of your salary will depend upon how much time your professional contract requires you to be away from official military duties and how much this absence impacts on your military commitments.

12. How is the abatement of my salary assessed?

It depends upon the total number of days you are contracted to play professional sports. Any abatement will also be assessed upon an individual's recruitment and PR value. (AGAI Vol 3 Ch 111, Annex B refers)

13. Can I use my Annual Leave Days to play for a Professional Sports Contract?

Yes. This will also depend on the number of days you are required to fulfil your commitments to the contract.

14. Will I be subject to a salary abatement in the same way as other professional sports persons?

Every case is judged on its merits; however the policy exists to ensure that there is consistency when assessing whether someone should have their military salary abated when playing professional sport.

15. Do I still need a contract with the sports team if I play sport at weekends for a sports team and I am not on duty?

Provided your participation does not affect your military duties and your CO has given you permission to play for the sports team and your details have been published on unit Part One Orders you should not require a professional contract, unless you are being paid by the civilian organisation. However, every case is judged on its merits and it is advised that you liaise through your CoC with the relevant Army Sports Secretary and HQ ASCB for clarification.

16. How does playing sport for a professional sports team affect my duty status?

Unless you are playing sport for a service team (i.e. Unit, Corps, Army) then you will be classed as being off duty, and therefore not covered by the Armed Forces Compensation Scheme (AFCS) if you are subsequently injured. You must therefore ensure that you have arranged your own personal insurance before you play for a professional sports team.

17. What happens if I am injured whilst playing for a professional sports team or for a non-service sports team when off duty?

Only those injuries that occur whilst participating for a service sports team (i.e. whilst on-duty) will be covered under the AFCS (JSP 765).

18. Do I need my own personal Insurance policy when I am playing sport professionally?

You are required to have your own personal insurance appropriate to the specific sport you participate in. This applies to anyone participating as a professional sports person under a professional contract or those who participate at weekends and have the appropriate approval/permission from their CoC.

19. Who do I report any sports related injuries and medical care to whilst playing professional sport?

It is the responsibility of the service person to inform the CoC and that any injuries are recorded on their medical records.

20. Who within the Army Sport Control Board should I liaise with in regard to playing professional sport?

You should initially contact the appropriate Army Sport Secretary or the Operations Officer who will advise accordingly. Contact details are available through the: [Army Sports Control Board Website](#)

21. How will my participation with a professional team affect my career?

It is the responsibility of your CO or a delegated official within your unit and the career managers at APC Glasgow to provide career management advice if you participate with a professional sports team.

22. Who do I report any disciplinary matters to whilst I am playing professional sport?

You are to report all disciplinary related matters to your CoC.

23. I have a question that is not on this list.

If you cannot find the information you need in the guidance provided or the references below, contact a member of the Army Resources Finance Governance team for assistance:

Army Res Fin SO3 Compliance - 01264 886325 or 94393 6325

Army Res Fin SO2 Governance & Compliance – Belinda Alexander 01264 886329 or 94393 6329

Army Res Fin SO1 Governance & Compliance – Shelia Symes 01264 886292 or 94393 6292

Useful References/Primacy Policy:

AGAI Vol 1 Chap 5 – Sport in the Army; Military only activities

AGAI Vol 1 Chap 7 – Physical Training

JSP 660 - Sport in the UK Armed Forces

JSP 752 – Tri-Service Regulations for Allowances.

AGAI Vol 3 Chap 111 – Professional Sportspersons in the Army

ANNEX G TO AGAI 111
RELEASE STATEMENT OF PROFESSIONAL SPORTSPERSONS INFORMATION TO
EXTERNAL ORGANISATION

Covering note for Army Sports Control Board to send out to Sports Desks Secretaries and External Bodies. AGAI Vol 3 Chapter 111 Professional Sportspersons in the Army should not be released to agents or Sports Clubs or any external body. It is not MOD policy to release any policy document of this nature. It is an Army internal document, the only element that should be released is an extract that covers the requisite paragraphs that are required in the Contract, Insurance and "Off Duty".

Distribution

Sports Desk Secretaries, Agents, Promoters, Managers and Sports Clubs.

AGAI Vol 3 Chapter 111 Professional Sportspersons in the Army – Policy Extracts that Can Be Released to an External Organisation (Individual Agreements and Insurance)**Individual Agreements**

111.011. It is the responsibility of SP to ensure that they do not enter into an agreement, which imposes obligations on them, which are incompatible with their Service duties. The contract must state and have embedded within the following:

'This agreement is subject to the overriding obligations of **[name of player/athlete]** as a member of Her Majesty's armed forces. Any obligation or requirement imposed on **[name of player/athlete]** by or under this agreement shall not have effect to the extent that compliance with it would require them to disobey a lawful order or would otherwise conflict with the performance by them of their duties as a serving member of Her Majesty's armed forces. In this paragraph, "lawful order" means any order or command (by whatever means communicated) which **[name of player/athlete]** is required to obey under naval, military or air force law. The interests of the Army remain paramount, and the individual may be called upon at anytime without penalty to either the individual or the British Army.

Notwithstanding the provisions of this agreement, the **[name of sports club or association]** shall be obliged to release **[name of player/athlete]** to play/compete in **[sport]** for a Service team (including attending at training and other squad sessions). In this paragraph "Service team" is a reference to any team representing any or all of the **[sports association/union]** of Her Majesty's armed forces'.

Insurance

111.017. The MOD does not accept any liability for injury, loss or damage whilst the SP is not on duty and when they are participating in a sporting activity that is covered under a professional contract. Therefore, all professional sportspersons are to ensure they have adequate personal accident and liability insurance in accordance with the nature of their sport. SP should seek professional advice from a qualified insurance provider. SP should be aware that whilst playing/competing in a sport as part of a professional contract and whilst they are 'Off Duty' and not authorised by the ASCB they will not be eligible for compensation from the AFCS if they are injured.