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# MODEL Athlete/National Sport Organization (NSO) Agreement

## Annotated

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THIS AGREEMENT as of [ month ] [ day ], [ year ]

BETWEEN:

[ **NAME OF ATHLETE** ], residing at:

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

(the "Athlete")

AND:

[ **NAME OF NSO** ], a registered Canadian amateur athletic association having its registered office at:

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

(the "National Sport Organization" or "NSO")

## **BACKGROUND INFORMATION**

- A. The NSO is recognized by the [Name of International Federation ("IF")], Canadian Olympic Committee ("COC"), Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of [sport].
- B. The NSO strives to deliver a world-leading program and enter a National Team into competition that achieves the best international results it possibly can.
- C. The Athlete has exceptional and unique knowledge, skill and ability in the sport of [sport] and wishes to compete for Canada as a member of the NSO's National Team.
- D. Execution of this Agreement means that both parties understand the mutual obligations set out in this Agreement, including their mutual responsibility to comply with requirements of external sport governance bodies including the International Olympic Committee ("IOC"), the International Paralympic Committee ("IPC"), the International Federation ("IF"), the Canadian Centre for Ethics in Sport ("CCES") and the World Anti-Doping Agency ("WADA").
- E. The Sport Canada Athlete Assistance Program (the "AAP") requires these mutual obligations to be stated in a written agreement to be signed by the NSO and the Athlete who applies for assistance under the AAP.

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

## **TERM AND SCOPE OF THE AGREEMENT**

1. This Agreement is effective from [Month day, year] to [Month day, year].
2. The Athlete is a member of the National Team for the duration of this Agreement.

## **RELATED POLICIES AND AGREEMENTS**

3. The parties agree that the policies and agreements listed in this section are integral to the Athlete and NSO relationship and are contained as appendices to this Agreement. The NSO agrees to make these available to the Athlete, either online or in hardcopy, and the Athlete agrees to follow these policies:
  - (a) NSO Anti-Doping Policy;
  - (b) NSO Injury Status Policy;
  - (c) NSO Code of Conduct;
  - (d) NSO Discrimination and Harassment Policy;
  - (e) NSO Equipment Information;
  - (f) NSO Fee Schedule;
  - (g) NSO Governance Policies;
  - (h) NSO Insurance Policies;
  - (i) NSO Notice of Appeal;
  - (j) NSO Relocation Policy;
  - (k) NSO Social Media Policy;
  - (l) NSO Trust Policy;
  - (m) NSO Appeals Policy;

From time to time, the NSO's existing policies may be updated or changed and the Board of Directors of the NSO may approve new policies. This Agreement contains the most recent policies at the time of signing. The NSO will inform the Athlete of any changes to its policies and agreements, and will always have the most current version of its policies available through the usual communications of the NSO.

## DEFINITIONS

### 4. Unless otherwise stated, in this Agreement:

“**AAP**” means Sport Canada's Athlete Assistance Program; also referred to as “carding”;

“**Agreed Upon Training Plan**” means a schedule of mandatory training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team;

“**Agreement**” means this written agreement;

“**Athlete**” means one of the parties to the Agreement, listed above;

“**Athlete Commercial Agreement, or ACA**” means a separate and optional contract entered into between the NSO and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;

“**AthletesCAN**” means the association of Canada's National Team athletes;

“**Athletes' Council**” means a group of Athlete Representatives, usually from diverse genders, disciplines and classifications, governed by written or unwritten terms and elected or selected to meet, discuss and communicate positions and feedback representing all athletes in the sport governed by the NSO;

“**Athlete's Emergency Contact**” means a person designated by the Athlete to the NSO, such as a parent, close family member, close friend or spouse, who the NSO will contact in the event of an emergency;

“**Athlete Representative**” means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by the NSO at decision-making bodies such as the NSO's committees or the NSO's Board of Directors, and may include Athletes' Council members;

“**Athlete Sponsor**” means any entity, whether characterized by Athlete as a sponsor, supplier, licensee or otherwise, with whom the Athlete has a contract to use, market, advertise, or promote their products or services;

“**Banned Substance**” means those substances and methods listed in the Canadian Centre for Ethics in Sport's list of “banned and restricted Doping Classes and Methods” with any such additional substances as may from time to time be added to the said list by the various governing bodies of the sport, the NSO, or such other recognized body having at the time jurisdiction over the sport;

“**Business Day**” means Monday through Friday, from 9am to 5pm Eastern Time, and excludes weekends and public holidays;

“**CADP**” means the Canadian Anti-Doping Program;

“**CCES**” means the Canadian Centre for Ethics in Sport;

“**COC**” means the Canadian Olympic Committee;

“**CPC**” means the Canadian Paralympic Committee;

**“Default Notice”** means a written document given by one party to this Agreement to the other party that outlines particulars of an alleged default (failure to conform to obligations under this Agreement) and how the situation can be remedied. Providing Default Notice is the first step in the dispute resolution procedure (see the Dispute Resolution Method section);

**“Designated Contact”** means the individual designated by the NSO as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;

**“Fee Schedule”** means the schedule of when an Athlete will have to pay any fees or costs associated with participation on the national team, and the amount;

**“HPD”** means High Performance Director;

**“HPP”** means High Performance Program;

**“IF acronym”** means the [IF name], which is the International governing body for the sport of [sport];

**“IF”** means the International Federation, which is the [IF name];

**“IOC”** means the International Olympic Committee;

**“IPC”** means the International Paralympic Committee;

**“IST”** means Integrated Support Team and is a multi-disciplinary team of sport science, sport medicine and sport performance professionals including experts in exercise physiology, mental performance, biomechanics, performance analysis, nutrition, strength, conditioning, medicine, physical therapy, massage therapy, and sport administration;

**“Major Games National Team”** means the athletes, coaches and necessary support staff selected to form a Canadian team for an Olympic, Paralympic, Commonwealth, Pan or Parapan American, or Federation internationale du sport universitaire (FISU). This term is not limited to athletes receiving AAP; [NOTE: This type of separate team identifier could be included for other events such as world cups, tours, etc. under a different name.]

**“Marketing Rights”** means promotional and advertising rights to photographs, video or film images, or other likenesses or images of the Athlete, Athlete’s image, voice, name, personality, likeness and fame gained in [specific sport] as a member of the NSO National Team to promote the NSO and its high-performance program and athletes, and includes all Athlete images whether captured in competition, training or other NSO Sanctioned Activities used in any media whatsoever (print, video, digital, social, etc.);

**“National Team”** means the athletes, coaches and necessary support staff selected to form a Canadian team for an international competition (may include World Cups, international opens, or other particularly meaningful events). This term is not limited to athletes receiving AAP;

**“Non-Commercial Use”** means any use of Marketing Rights by the NSO solely for the purposes of promoting the NSO using NSO marks on a stand-alone basis, or in conjunction with non-commercial third parties such as [Int’l Federation] marks or NSO/IF event marks, but not affiliated or attached to any NSO partner promotion, activation or activity;

**“NSO Sanctioned Activities”** means all NSO training camps, competitions, fitness testing, NSO or IF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;

**“NSO Sponsor”** means any entity, whether characterized by NSO as a sponsor, supplier, licensee or otherwise, with whom the NSO has a contract to use, market, advertise, or promote their products or services;

**“Personal Equipment”** means equipment provided by the Athlete or the Athlete Sponsor;

**“Personal Information”** means information collected about an identifiable individual, which may include information concerning:

- (a) the physical or mental health of an individual;
- (b) any health service provided to an individual; or
- (c) the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual.

**“Privacy Officer”** means the person responsible for privacy within the NSO;

**["Progress Report Form" or other name]** means the document provided to the Athlete by the NSO to track the status of progress of the Athlete’s yearly training plan on a [monthly] basis;

**“Team Uniform and Equipment”** means uniform and equipment provided by the NSO or through an NSO Sponsor;

**“SDRCC”** means the Sport Dispute Resolution Center of Canada;

**“WADA”** means the World Anti-Doping Agency.

# **OBLIGATIONS**

## **Team Selection & Eligibility**

This section of the Agreement addresses general eligibility requirements and how a team is selected. Eligibility refers to whether an athlete is qualified for, or allowed to take part as a member of a specific team that is managed by the NSO based on certain criteria. Team selection is the specific process by which any given team is selected, for example, for a specific competition. Competition-specific selection criteria can be found at the link provided in this section.

As a general principle, it is important to have clearly outlined terms as to how teams are selected to ensure that prospective team members understand how they will be selected and can prepare accordingly. The more ambiguity or vague language that a set of criteria has, the more likely that there will be confusion, which can lead to disputes between an Athlete and an NSO.

At section 5(h), the NSO is required to conduct selection of members in conformity with “generally accepted principles of natural justice and procedural fairness.” These are legal terms, which give rights to groups and individuals who are affected by the decisions made by a decision-making body, in this case, the NSO. For example, if an Athlete is not selected to a team, the Athlete should clearly understand why that is the case. They have a right to know the reasons for the decision. Another example is that an Athlete should have the right to appeal a decision where they believe the decision was made unfairly, with bias, or having improperly applied the criteria. While these legal concepts are nuanced and complex when they are applied, the most important thing for the Athlete to understand is that they have rights when the NSO’s decisions affect them, and should not hesitate to ask questions if they believe they have been unfairly treated during team selection, or in any other situation.

This section also explains that the NSO is responsible for identifying how an Athlete can stay on the specific team once they are chosen. If the NSO’s obligations in this section and requirements in a given selection policy are not followed, an Athlete can file a Notice of Appeal by the appropriate deadline pursuant to the [name of NSO Appeals Policy].

It is important that the Athlete also understands their responsibilities under this section. The Athlete is responsible for reading all information on team selection and eligibility provided by the NSO. Additionally, the Athlete may be responsible for remaining in “good standing” as per the eligibility criteria and per the rules/policies of the NSO, which can be found on the NSO’s website and as an appendix to this Agreement. For example, if the Athlete has to miss a competition or training camp for a legitimate reason, they must inform the NSO to ensure that they will not be penalized and/or jeopardize their standing on the team.

5. The NSO will:

- (a) organize, select and operate teams of athletes, coaches and other necessary support staff as part of National Teams to represent Canada in the sport of [sport] throughout the world;
- (b) publish team selection and eligibility criteria for all National Teams at least three months before the selection of a particular National Team;
- (c) publish team selection and eligibility criteria for all Major Games National Teams at least eight months before the selection of a Major Games National Team;
- (d) communicate the team selection and eligibility criteria by [posting it online at: [NSO website DIRECT link] and publish this link in the usual communications of the NSO (for example, by e-mail, press release and social media) in accordance with this Agreement; [NOTE: As best practice we recommend including these types of documents in the appendix as well as posting them on the NSO website and distributing via usual NSO communications.]
- (e) post its policies, rules and regulations at: [NSO policy website DIRECT link];
- (f) not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway;
- (g) publish any changes to its rules and regulations through the usual communications of the NSO (for example, by e-mail, press release and social media) in accordance with this Agreement;
- (h) conduct selection of members to all National Teams in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
- (i) notify athletes individually of selection or non-selection to NSO teams and provide reasons;
- (j) protect the Athlete's eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of the NSO, IF or other party and informing the Athlete if any proposed activity, communicated by the Athlete to the NSO, appears to be in violation of such eligibility rules; and
- (k) within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all IF, IOC or IPC sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published NSO eligibility and selection criteria for National Teams or Major Games National Teams.

6. The Athlete:

- (a) warrants that he or she is a Canadian citizen, or is otherwise eligible to compete representing the NSO and Canada. If the Athlete's status changes, the Athlete will immediately inform the NSO's Executive Director or Designated Contact;
- (b) will make best efforts to be aware of and comply with all policies, rules and regulations of the NSO, which may change from time to time and are posted online at: [NSO policy website DIRECT link], and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication;

- (c) will make best efforts to be aware of and comply with all NSO, IF or other applicable eligibility requirements; and
- (d) will notify the Designated Contact immediately of any circumstance which may affect their eligibility, for example, an injury or other legitimate reason that will prevent the Athlete from attending an event for which they have been selected.

## Uniforms and Equipment

This section indicates what uniforms, equipment and apparel the Athlete is required to wear and at which times, and who will pay for it. Terms in this section of the Agreement will explain when the uniforms, equipment and apparel will be acquired, when and how it is to be worn, and whether the Athlete must return any of it upon the expiration of this Agreement.

Regarding sponsorship, the NSO may seek to obtain the right to put sponsor or commercial logos on the uniform, equipment, or apparel. This section may also articulate guidelines that prohibit the Athlete from displaying personal sponsorship logos on the uniform, equipment, or apparel. If an Athlete has their own sponsors, Sport Canada requires carded athletes and recommends for non-carded athletes, that they have a separate Commercial Agreement with the NSO that is separate from this general agreement.

If for health, safety or performance reasons, the Athlete wishes to wear competition attire that is not provided by the NSO, this section will indicate what is permitted and/or the steps the Athlete must take to secure this allowance.

### 7. The NSO will:

- (a) pay for and provide Team Uniform and Equipment for National Team events or designate such items to be provided by an NSO Sponsor;
- (b) seek feedback from the Athlete Representatives and/or Athletes' Council and the Athlete regarding the Team Uniform and Equipment, including material and design at least two (2) weeks before such items are ordered by the NSO or NSO Sponsor;
- (c) implement the Team Uniform and Equipment feedback, subject to criteria appropriate in the circumstances including level of consensus among athletes, cost, available options and timelines; and
- (d) pay for and modify Team Uniform and Equipment if the parties agree a modification is required to accommodate a reasonable need of the Athlete including a disability or performance need. A reasonable modification request will not be withheld.

8. The Athlete will:

- (e) wear and/or use the Team Uniform and Equipment [define expectations either here or within a separate Dress Code appendix];
- (f) provide feedback to the NSO regarding the Team Uniform and Equipment, including material and design at least one (1) week before such items are ordered by the NSO or NSO Sponsor; and
- (g) communicate any required modifications to the Designated Contact before or when the NSO seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by the NSO.

## Training and Competition

This section indicates that the NSO is obligated to plan and manage any training programs that the Athlete agrees to. The NSO should communicate with the Athlete regarding training plans, testing schedules and results, monitoring, player evaluation feedback, anticipated financial costs and assessments, proposed competition and training plans, and CCES doping and drug testing documentation.

The Athlete's responsibilities in this section are to consult the National Team coaches or a High Performance Director while planning training and competition schedules. For example, every month, the Athlete may be required to provide updates regarding training progress if requested by the National Team coaches or High Performance Director. In the case of a carded Athlete, a failure on the part of the Athlete to provide monthly updates could result in a recommendation by the NSO to Sport Canada to withdraw AAP support which could result in the loss of carding status.

Additionally, this section outlines what happens if the Athlete is required to move to a National Training Centre, otherwise known as centralizing. This includes, but is not limited to, the NSO providing funding and assistance for the relocation. The Athlete should consider what costs the NSO will cover before signing this agreement. For carded Athletes, note that Sport Canada currently pays 50% of costs, up to a maximum of \$500 for an athlete relocating permanently to a single sport national training centre, therefore in the case of carded Athletes, [the contribution by Sport Canada through AAP should also be outlined](#).

Based on what is included in this section, before signing the agreement, the Athlete should consider how long they may have to relocate for, and how many months of notice the NSO should give them before they are required to do so. [NOTE: As best practice, it is recommended that three (3) months' notice be given to relocate. This may vary depending on the circumstances.]

The Athlete must relocate if required by an NSO policy, such as a team selection or eligibility policy. However, if for some reason the Athlete cannot do so, they should provide written reasons to the NSO. The NSO is not required to accept these reasons, but may have certain exceptions to their relocation requirements which could be helpful to the Athlete. The Athlete should also contact his or her Athlete Representative(s) and/or AthletesCAN in a situation such as this.

9. The NSO will:

- (a) present a schedule of mandatory training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team (the “Agreed Upon Training Plan”). The plan will be developed in consultation with the Athlete and the Athlete’s coaches in accordance with section 10(a); [NOTE: The Agreed Upon Training and Competition Plan is a separate agreement which does not need to be included in the Athlete Agreement as an appendix. However, we recommend as best practice to provide a preliminary schedule which includes all events, training programs, etc. during the term of the agreement for the Athlete to review along with this Athlete Agreement. This is a proactive measure to set a degree of expectation for commitment before the tailored Agreed Upon Training Plan is established.]
- (b) manage the Agreed Upon Training Plan;
- (c) not unreasonably withhold its approval by designated person, (i.e. Ntl Coach, HPD) of proposals by the Athlete to make changes to the Agreed Upon Training Plan; and
- (d) provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, proposed changes to competition and training plans and a [Progress Report Form or other name] as soon as the circumstances permit. [NOTE: If you do not already have a Progress Report Form (or a document like it) to provide to your athletes, it is best practice is to develop and implement one into regular practice. These are some items to consider including in your Progress Report Form: physical and psychological well-being status, overall training and competition progress, sport specific tactical and technical skill status, nutritional status, fitness status, comprehensive injury status, level of support, etc.]

10. The Athlete will:

- (a) consult with the [National Team coaches / HPD / Designated Contact] to develop the Agreed Upon Training Plan, and present to the NSO for the NSO’s approval, proposed changes to the Agreed Upon Training Plan, if any, as soon as the circumstances permit;
- (b) not unreasonably withhold his or her approval of proposals by the NSO to make changes to the Agreed Upon Training Plan;
- (c) demonstrate commitment to the Agreed Upon Training Plan and provide the [National Team coaches / HPD / Designated Contact] with a completed [Progress Report Form or other name] provided to the Athlete by the NSO; and
- (d) avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted as communicated by the NSO.

11. If the Athlete has AAP status and fails to submit the Regular Training Reports as and when required, the NSO may, per Sport Canada policy, make a recommendation to Sport Canada to have the Athlete’s AAP status withdrawn with reasons and appropriate due process.

# Information and Privacy

This section addresses information and privacy rights of both the Athlete and NSO. Essentially, the Athlete and NSO cannot share private information about each other without the other party's consent, or unless the sharing of information by either party is required by law.

While the NSO needs certain information to be able to properly govern the Athlete's participation as a member of the National Team, this section allows the Athlete to be confident about providing private and personal information necessary to their NSO because the NSO is required to respect their privacy rights.

The Athlete's responsibilities to the NSO regarding information and privacy require the Athlete to share necessary information, and to not discuss or share information that the NSO wishes to remain private and has expressed that wish to the Athlete.

## 12. The NSO will:

- (a) designate an employee who acts in the role of the NSO's Privacy Officer and communicate that designation and any changes to the designation to the Athlete as soon as the circumstances permit;
- (b) collect Personal Information from the Athlete;
- (c) communicate to the Athlete which recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential as soon as the circumstances permit;
- (d) protect all information gathered in relation to the Athlete; and
- (e) not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.

## 13. The Athlete will:

- (a) provide the NSO with any Personal Information required to confirm the eligibility of the Athlete;
- (b) provide the NSO with Personal Information required for the NSO to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of the NSO; and
- (c) not disclose NSO recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential, unless required to do so by law.

# Communication

This section addresses the expectations regarding communication for both the Athlete and the NSO.

The Athlete has the right to have all communication in either French or English and should identify which language they prefer to the NSO. The Athlete must provide the NSO (and Sport Canada in the case of carded athletes) with a current e-mail address, or other reasonable method of communication where they can be contacted.

The NSO must communicate with the Athlete in a timely manner, which could vary depending on the situation.

An important consideration for the Athlete under this section is that once an e-mail or letter is sent by the NSO, it is expected that it will be received and read by the Athlete. It is very important that the Athlete stays on top of communication and takes the time to read what is sent. The Athlete is responsible for reading and responding to all the information in the appropriate designated manner. Communicating expectations about communication and responses from both parties is a fundamental opportunity for the Athlete and NSO to build their high-performance relationship.

The list of appendices to this Agreement contains important information as it relates to related policies and agreements. There is then an obligation on the Athlete to provide receipt of the notification via e-mail or electronic signature. Failure to give receipt after seven (7) business days will mean that the Athlete is deemed to have acknowledged the change(s).

The NSO will assume that the Athlete has accessed and read any information that is referred to in the Agreement, for example, the Code of Conduct or any other NSO policy as long as it is made available to the Athlete.

14. The NSO will:

- (a) assign [HPD, Athlete Services Manager, etc. – provide name and contact details] as the Designated Contact for the Athlete;
- (b) ensure that the Designated Contact or an alternate NSO staff person at the NSO office is available for communication each business day the NSO is open for business, and will respond within seven (7) days;
- (c) communicate both orally and in writing in the official Canadian language of the Athlete's choice;

- (d) communicate in a timely manner, using appropriate methods such as telephone, e-mail, SMS, text or video messaging, or other methods depending on the nature of the communication and the Athlete's expressed communication preferences;
- (e) respond to the Athlete 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 by the parties, and given they do not exceed the timeframe in subsection 14(b); and
- (f) notify the Athlete forthwith by e-mail if there are any changes made to the NSO's policies or agreements, and post all new or updated NSO policies, agreements, or general updates on [name of usual communication method, e.g. e-mail, press release, social media].

15. The Athlete will:

- (a) provide the NSO with an up-to-date e-mail address that accepts file attachments and that the Athlete will make reasonable efforts to check at least once every seven (7) days;
- (b) provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose;
- (c) respond to NSO 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 by the parties; and
- (d) provide notice of receipt by e-mail or electronic signature of notice from NSO within seven (7) business days. If the Athlete does not provide notice of receipt after seven (7) business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

## Medical and Injury

This section indicates that the NSO will help the Athlete return to and/or maintain their health in the event of injury or illness. To help the NSO do this, the Athlete should inform the NSO about any medical issues or injuries. This is also important in order to maintain team eligibility and in some cases, AAP funding.

This section requires the Athlete to notify their National Coach verbally and the Designated Contact in writing as soon as possible if they have an injury or other reason for not being able to complete any of the terms in this Agreement. In the event the Athlete gets injured, the Athlete is required to obtain a certificate from a health professional that includes information about the injury and give it to the National Coach and/or Designated Contact within a specified time period. Additionally, the NSO may require that the Athlete follow a recovery and rehabilitation program that is approved by a medical doctor designated by the NSO.

This section also ensures that, if possible, the NSO will contact the Athlete's emergency contact before medical treatment starts in an emergency situation.

16. In the event of an Injury or Illness of the Athlete, the NSO will:

- (a) assist the Athlete in maintaining health or returning to health.
- (b) make every effort to contact the Athlete's emergency contact prior to medical treatment being initiated in the event of a serious medical situation where the Athlete lacks legal capacity to make healthcare decisions arising while the Athlete is training or competing.

17. In the event of an injury or illness, the Athlete will:

- (a) notify the National Coach and/or Designated Contact verbally within 24 hours, and the Designated Contact in writing within 48 hours, or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement;
- (b) provide the NSO with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
  - i. date or estimated the injury or illness was incurred;*
  - ii. nature of the injury or illness, and whether it is an overuse or chronic injury;*
  - iii. rehabilitation protocol, if any;*
  - iv. amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and*
  - v. expected date for return to full training and full recovery; and*
- (c) follow a recovery and rehabilitation program for the injury or illness that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician and, at the NSO's discretion, an NSO designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.

# Anti-Doping

This section sets out the obligations of the NSO and the Athlete regarding anti-doping.

Anti-doping rules and their corresponding obligations on athletes are often complex, and therefore making sure that, as an Athlete, you have the right resources in order to understand what is expected of you is very important. The NSO is obligated to provide the Athlete, in writing, with a variety of information regarding anti-doping regulations, including any updates to banned substances lists and updated drug classification documents. The NSO should either provide them directly to the Athlete, or identify where Athletes should go to find other information related to anti-doping.

In addition to having strict anti-doping requirements as a National Team athlete, the Athlete's obligations to the NSO under this Agreement are to avoid the use and possession of any banned substances, and to submit to both announced and unannounced anti-doping tests conducted by the CCES or other authorized bodies. Doping tests may occur both during and outside of competition. Furthermore, the Athlete must cooperate with any investigations into anti-doping being made by disciplinary bodies. Various sport organizations that may be involved in anti-doping programs and proceedings include but are not limited to: the IF, IOC, IPC, WADA, Sport Canada, and the CCES.

As part of helping the NSO meet its obligations to educate the Athlete on anti-doping, the Athlete may be required to participate in anti-doping education programs.

18. The NSO will:

- (a) ensure that the Athlete receives communications from the IF, WADA, IOC, IPC, CCES or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
- (b) promote an environment and culture of clean sport;
- (c) ensure procedural fairness, no unreasonable violations of the Athlete's rights to privacy and a just and fair process; and
- (d) as soon as the circumstances permit, communicate to the Athlete the name of any athlete, coach, IST or other person known to be involved, likely to be involved, or desiring to be involved in the NSO's activity, and under sanction by the NSO or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP or WADA.

19. The Athlete will:

- (a) comply with the anti-doping rules of the IF, IOC, IPC, CCES and NSO (if any), including submitting to announced and unannounced doping control testing when required by the NSO, IF, CCES, WADA or any other agency authorized to conduct testing;
- (b) complete the CCES online anti-doping courses, True Sport Clean 101 and Sport Canada - Athlete Assistance Program, at the beginning of each new carding cycle;
- (c) participate, if asked by the NSO to do so, in any doping control and/or education program developed by the NSO in co-operation with Sport Canada and the CCES;
- (d) abide by the CADP as administered by the CCES;
- (e) refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by the NSO or an anti-doping agency for a doping-related offence;
- (f) not use banned substances that contravene the rules of the IOC, IPC, IF or the CADP; and
- (g) not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection.

## **Funding and Financial**

This section discusses the funding and financial obligations of the NSO and the Athlete. The NSO is responsible for organizing programs and funding for the development and administration of coaching, officials, competitions and training centres in Canada. This funding is different for each NSO, depending on their budget, objectives and other factors. The NSO is also responsible for providing selected Athletes with “Fee Schedules” prior to signing an Agreement, meaning the schedule of when an Athlete will have to pay any fees or costs, and the amount. Having this information is meant to assist the Athlete in financial planning, giving them a full understanding of the costs that the Athlete can anticipate to incur. When selected to participate in funded training and competition activities, the Athlete is expected to understand their financial obligations based on the Fee Schedule provided by the NSO. If the Athlete has any questions or concerns regarding the Fee Schedule, the Athlete should ask questions and express concerns as soon as possible and before signing the Agreement.

20. The NSO will:

- (a) provide an estimated Fee Schedule (Appendix X) to the Athlete that the Athlete will be required to pay to the NSO during the term of the Agreement and will invoice the Athlete from time to time, with notice, for additional fees based on the actual costs incurred to the NSO;
- (b) provide an estimated amount that the Athlete will be required to pay approximately to cover their own sport expenses during the term of this Agreement on mandatory events and optional events typically attended by National Team athletes; and

- (c) inform the Athlete as soon as possible after the NSO has knowledge of any changes to the fees as set out in the Fee Schedule, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.

21. The Athlete will:

- (a) review any Fee Schedule provided to them as soon as possible after it is received;
- (b) pay the invoiced fees within 30 days of being provided an invoice by the NSO, except as set out in paragraph (b) or as the circumstances require; and
- (c) reimburse additional expenses incurred by the NSO on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as the circumstances require.

## **Commercial**

22. The Athlete and NSO agree that:

- (a) both parties have significant mutual interests in the promotion and independent commercial success of both the NSO and the Athlete;
- (b) it is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
- (c) the Athlete and NSO may enter into a separate Athlete Commercial Agreement (the “ACA”); and
- (d) the NSO will only offer the separate ACA to the Athlete once this Agreement is executed.

23. If the Athlete and NSO do not enter into a separate ACA, the Athlete agrees and gives consent to the NSO to use the Athlete’s Marketing Rights within the Term of this Agreement solely for Non-Commercial Use, and the NSO and Athlete agree that such consent does not extend to NSO Sponsors.

## **ATHLETE ASSISTANCE PROGRAM (AAP)**

This section deals with the relationship between the NSO, the Athlete and the AAP - a federal government grant program that provides direct financial assistance to Canadian high-performance athletes.

NSOs are allocated a quota from the AAP budget by Sport Canada, which is provided each year directly to individual Athletes by Sport Canada through a process known as “carding”. Once the NSOs have been provided with a quota, they nominate or re-nominate eligible Athletes for AAP

support at a given level from Sport Canada (for example, senior or development level cards). Sport Canada reviews those applications and approves AAP funding for Athletes who meet the NSO's sport-specific eligibility criteria, and AAP policies. Athletes then complete the AAP Application Form provided by their NSO and sign an Athlete/NSO Agreement. Eligible Athletes approved for carding receive benefits during the period of time for which they are approved.

The NSO and the Athlete both have obligations related to AAP funding. The NSO is responsible for publishing their AAP selection criteria in advance, for nominating all eligible Athletes for the AAP and for ensuring that those carded Athletes receive the funding to which they are entitled. In return, the Athlete must participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. In the event a decision is made to retire, the Athlete must notify the appropriate body of their decision in order to cease AAP funding. If an Athlete is carded, they should review all documentation provided to them and make sure they understand any conditions that arise from having carding status.

In the event where an NSO recommends to Sport Canada that an Athlete's funding be withdrawn, the Athlete Assistance Program Policy and Guidelines manual provides recourse to the procedural rules and policies as set out by Sport Canada. In the event where carding may be withdrawn, it is strongly suggested that the Athlete seek professional advice and/or counsel. AthletesCAN's Sport Solution Program is also available to provide support, assistance and guidance with these matters. More information can be found at: <http://athletescan.com/the-sports-solution/>

24. The NSO will:

- (a) publish criteria for the selection of athletes to the AAP by [DATE (should be 8 months before the start of the AAP eligibility cycle, as per AAP policy)]; and
- (b) nominate all eligible athletes for AAP and ensure those Athletes approved for carding receive all the benefits to which they are entitled under the AAP.

25. If receiving AAP, the Athlete will:

- (a) participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada for up to two working days per year as requested;
- (b) comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in Section 13 of the AAP Policies and Procedures available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>
- (c) actively participate in all Sport Canada program evaluation activities, including the Status of the Athlete Study. The Athlete will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. The Athlete will also provide such data as considered necessary for the proper conduct of the evaluation; and
- (d) notify the Designated Contact, at the earliest possible date, of the Athlete's intention to retire so that the NSO may advise Sport Canada to cease AAP payments. The Athlete will refund any AAP payments to Sport Canada received after the Athlete has ceased training.

26. The NSO and Athlete agree that the procedure for withdrawal of AAP status of the Athlete is outlined in Sport Canada's Athlete Assistance Program Policy and Procedures manual available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>

## DISPUTE RESOLUTION METHOD

The purpose of this section is to outline the dispute resolution procedures for disputes arising out of this Agreement, and to inform parties of their rights, responsibilities, and options in the event that a dispute may arise. For the purpose of this Agreement, a dispute is defined as an instance “where one of the parties to this Agreement is of the opinion that the other party has failed to conform to obligations under this Agreement.”

Section 29 below, states that “the parties agree that the giving of a Default Notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this Agreement.” This means that making a complaint through a Default Notice about an issue arising from this Agreement does not waive or limit a party’s broader rights as related to this Agreement. For example, despite voicing a complaint, an NSO’s breach of a fundamental obligation may result in an Athlete being released from their reciprocal obligations or all of their obligations under this Agreement.

It is recommended that the Athlete or NSO always follow the dispute resolution procedure set out in this section to ensure the fairest, most transparent and consistent process for all parties involved. This process should follow the principles of natural justice and procedural fairness explained earlier.

It is also important to note that the SDRCC requires that a party go through the internal appeal process with the NSO before going to the next step of using the dispute resolution mechanism offered by the SDRCC. However, the SDRCC now offers Early Resolution Facilitation (ERF), which takes place before an internal appeal is conducted by your sport organization. During this process, parties can work collaboratively with the assistance of a neutral third party in order to resolve their dispute or partially settle some underlying issues to their dispute. The process set out in the Agreement and in the NSO’s Appeal Policy constitutes the internal appeal process. More information about the SDRCC and its processes can be found at: <http://www.crdsc-sdrcc.ca>

27. The NSO will provide a hearing and appeal procedure with respect to any dispute between the Athlete and the NSO that conforms with the principles of natural justice and procedural fairness. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC. The details of this procedure will be published by the NSO under its [NSO Appeals Policy] found at [link or Appendix].
28. Where one of the parties to this Agreement alleges that the other party has failed to conform to their obligations under this Agreement, the parties agree:
- (a) the one party will notify the other party in writing of the particulars of the alleged default (the “Default Notice”);
  - (b) to indicate in the Default Notice, the steps to be taken to remedy the situation,

and set out a reasonable period of time within which steps may be taken; and  
(c) where the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out, that party will file a complaint through the process set out in the [NSO Appeals Policy].

29. The parties agree that the giving of the Default Notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this Agreement. If the party receiving the Default Notice remedies the breach within the specified period of time, the dispute will be considered resolved and neither party will have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the Default Notice fails to remedy the breach within the specified period of time, and the party that gave the Default Notice still wishes recourse against the other concerning the matters alleged to comprise the default, that party will use the dispute settlement mechanism of this Agreement to resolve the differences between the parties.

## NOTICE

The objective of this section is to establish a method of communication between the Athlete and the NSO in the event that notice has to be given as pertaining to this Agreement.

The clause works in conjunction with other provisions of the agreement stating the circumstances when notice is required.

30. Any notice required or permitted to be given to the Designated Contact by the Athlete under this Agreement will be done in accordance with [section 14](#) of this Agreement. Notice will be executed by delivery by courier to the NSO at [Physical Address] or delivery by e-mail to [NSO e-mail].
31. Any notice required or permitted to be given to the Athlete by the NSO under this Agreement will be done in accordance with [section 15](#) of this Agreement. Notice will be executed by delivery by courier to the Athlete at [Physical Address] or by delivery by e-mail to [Athlete e-mail].

## INSURANCE

This section establishes the Athlete's options for insurance and should be customized or removed as needed.

32. The NSO will provide the Athlete with the option of enrolment in insurance.
33. The Athlete and NSO acknowledge that the Athlete is eligible to purchase group insurance coverage under the [AthletesCAN / NSO] benefits plan by contacting [CONTACT] before [DATE].

## ASSUMPTION OF RISK

34. The Athlete agrees that participation as a National Team member exposes the Athlete to substantial risk and danger. With the pursuit of excellence and the drive to achieve results being a common element motivating all competitive athletes, the likelihood of suffering personal injury on the part of the Athlete is both real and probable. By signing

this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks and dangers (the “Assumed Risk”).

35. The NSO will reduce the Assumed Risk through risk management, including the implementation of a [NSO Risk Management Policy] and a risk registry.

## **TERMINATION**

This section outlines the circumstances in which this Agreement may be terminated by the Athlete and NSO.

36. The Athlete:

- (a) may terminate this Agreement at any time by providing written notice of termination to the NSO;
- (b) understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits and privileges of participation on the National Team, including payments under the AAP, and the right to compete internationally at IF, IOC or IPC sanctioned events.

37. The NSO:

- (a) may terminate this Agreement, subject to section 38 by providing written notice, prior to its scheduled expiry if the Athlete:
  - i. has been found guilty by the CCES, WADA, or a designated body with the authority to conduct anti-doping testing of a doping control violation if:
    - a. the limitation period for an appeal has passed or the Athlete has appealed and the appeal has been decided; and
    - b. the sanction against the Athlete was not reduced;
    - c. has been convicted of a violent criminal offense; or
    - d. has become ineligible to represent the NSO.

38. Any decision by the NSO to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through the NSO’s Appeal Policy.

## **GOVERNING LAW**

39. This Agreement will be governed and construed in accordance with the laws of [PROVINCE OF THE NSO] and the laws of Canada applicable therein.

## **GENERAL PROVISIONS**

40. The NSO will conduct an annual review of its proposed Athlete Agreement in consultation with the designated Athlete Representative(s) prior to board approval and distribution of the draft to athletes;
41. If any provision of this Agreement is deemed invalid or unenforceable, then the remaining provisions will not be affected and every other provision will be valid and enforceable to the fullest extent permitted by law.

42. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.

43. The Athlete and NSO confirm that they are aware of their respective rights to obtain independent legal advice before signing this Agreement have signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Signed by [NSO]  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
NSO  
[Jane Doe] – Authorized Representative

Signed by [ATHLETE NAME]  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
[ATHLETE NAME]