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Sport Canada

Athlete Assistance Program

Policies and Procedures

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Ce document est aussi disponible en français.

In this text, use of the masculine is generic and applies to both men and women.

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Introduction

The purpose of this document is to present the policies and procedures of Sport Canada's Athlete Assistance Program (AAP). The target audiences for this document are the athletes, coaches and sport administrators who currently access or wish to access the program.

Sport Canada reserves the right to review and revise these policies and procedures.

Sport Canada hopes that provincial/territorial government agencies and provincial/territorial sport organizations will develop similar programs to assist athletes ranked just below those receiving AAP funding. Such support would provide an integrated pathway for the development of Canadian high-performance athletes.

Section 1 Program Overview

1.1 Program Description

The Athlete Assistance Program (AAP) is a federal government grant program that provides direct financial assistance to Canadian high-performance athletes and is one of three Sport Canada programs designed to assist in the development of high-performance sport. In particular, the AAP complements Sport Canada's Sport Support Program, which provides support to National Sport Organizations (NSOs) and Canadian Sport Centres for activities such as National Team training and competition, coach salaries and the provision of sport science and sport medicine services.

The AAP contributes toward improved Canadian performances at major international sporting events such as the Olympic/Paralympic Games and World Championships.

The AAP recognizes the commitment that athletes make to the National Team training and competitive programs provided by their NSO and seeks to relieve some of the financial pressures associated with preparing for, and participating in international sport. The AAP financial assistance provides support to athletes in the form of a living and training allowance, plus tuition and supplementary AAP support. The living and training allowance is intended to offset some, but not all, of the living and training expenses athletes incur as a result of their involvement in high-performance sport, while tuition support is intended to help athletes obtain a post-secondary level education. The AAP is the only Sport Canada program that provides direct financial support to athletes.

Eligible Athletes who are approved for funding and are financially supported through the AAP are referred to as **carded athletes**. AAP support is also known as **carding**. The financial support allocated by the AAP is non-taxable in Canada.

Over 1,900 athletes in more than 90 sport disciplines are approved for AAP support each year.

AAP funding may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the AAP.

1.2 The AAP Carding Process

NSOs, athletes and Sport Canada are all involved in the AAP carding process. Their respective responsibilities are described in Section 3 ([NSO, Athlete and Sport Canada Responsibilities](#)). The table below summarizes the steps involved in the AAP carding process and refers you to the sections describing each part of the process in more detail.

Sport Canada approves eligible NSOs for funding	Minimum Eligibility Requirements for NSOs
Sport Canada allocates cards to eligible NSOs	Allocating Cards to Eligible NSOs
NSOs develop AAP-compliant, sport-specific carding criteria that athletes must meet to be nominated for AAP support	Carding Criteria
NSOs nominate or re-nominate Eligible Athletes for AAP support according to the sport-specific carding criteria	Minimum Eligibility Requirements for Athletes Application for and Approval of Cards
Sport Canada reviews and approves nominations based on the NSO's published, AAP-compliant, sport-specific carding criteria and AAP policies	Application for and Approval of Cards
Athletes complete the AAP application form provided by their NSO, as provided by Sport Canada, and sign an Athlete/NSO Agreement	Application for and Approval of Cards Athlete/NSO Agreement
Eligible Athletes approved for carding receive benefits during the period of time for which they are approved	Financial Benefits Health Related Circumstances
AAP funding may be withdrawn as a result of 1) voluntary withdrawal from the AAP, or 2) withdrawal of carded status	Voluntary Withdrawal from the AAP Withdrawal of Carded Status Policy on Anti-doping and AAP Support
Athletes may appeal a Sport Canada AAP Decision (as defined under Section 13).	Appeals Policy

Section 2 Eligibility for AAP Support

2.1 Principles of Eligibility for AAP Support

The Athlete Assistance Program (AAP) financial support is limited to athletes participating in a National Sport Organization's high-performance (HP) sport program. This HP program must specifically meet the national team and high-performance minimum delivery or performance standards evaluation criteria and be receiving funding from Sport Canada through the Sport Support Program (SSP).

In Olympic/Paralympic sports supported by Sport Canada, only disciplines that are on the program of the upcoming Olympic/Paralympic Games are eligible for AAP support.

2.2 Eligibility Requirements for NSOs

Only NSOs with sport disciplines that meet all of the SSP's national team and high-performance minimum delivery or performance standards evaluation criteria and receive financial contributions for their national team program from Sport Canada's Sport Support Program may apply for eligibility under the Athlete Assistance Program.

The NSO must also meet the following requirements for each of its disciplines as applicable to the satisfaction of the AAP in order to be deemed eligible for AAP support:

- The sport discipline must have a World Championship or equivalent championship representing the event disciplines as found on the program of the upcoming Olympic/Paralympic Games and sanctioned by the sport's international federation that is held at least every other year;
- The NSO must have a clearly articulated national team program based on year-round training principles that include appropriate training and competitive opportunities, both domestic and international, for each of the proposed carded athletes;
- The NSO must develop and publish AAP-compliant, sport specific carding criteria for the purpose of AAP nominations;
- The NSO must ensure that each athlete who is eligible and has been nominated for AAP support has an individualized annual training program based on year-round training principles that include significant daily training activities and appropriate competition opportunities;
- The NSO must have a plan in place that will allow for the formal monitoring of each carded athlete's training and competitive program and progress made. At a minimum, this would require monthly contact with each carded athlete. The NSO must designate a national coach or a person with appropriate qualifications and leadership status (e.g., High Performance Director) to perform this monitoring task;
- The NSO must conduct a formal process for selecting athletes to national teams. Selection rules and procedures must be published and made known to all concerned, along with procedures for appealing decisions. These appeal procedures must include access to independent dispute resolution through the Sport Dispute Resolution Centre of Canada (SDRCC);
- The NSO must have in place an Athlete/NSO Agreement that is consistent with the information found in [Section 7](#) of this document. Each carded athlete must sign this agreement;

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- No new sport disciplines will be added to AAP eligibility in the middle of a “quota” cycle, except in the following circumstances;
 - New Olympic and Paralympic sports whose national team program is targeted by “Own The Podium” (OTP) will be eligible for AAP card quotas as determined by Sport Canada and subject to the requirements listed above. The maximum card quota will be based on the number of athletes required to compete in their Olympic/Paralympic events (as per section 4). This does not apply to sports for which OTP targets individual athletes only.

2.3 Athlete Eligibility Requirements

- The athlete’s NSO must meet the minimum requirements listed in Sub-[Section 2.2](#);
- The athlete must be a **Canadian citizen** or **permanent resident of Canada** at the beginning of the carding cycle for which the athlete is being nominated. Permanent residents must live in Canada for the full year preceding the carding cycle for which the athlete is being considered for AAP support;
- Under the eligibility requirements of the sport’s International Federation (IF) as it pertains to citizenship or residency status, the athlete must be eligible to represent Canada at major international competitions, including World Championships, at the beginning of the carding cycle for which the athlete is being nominated;
- The athlete must participate in national team preparatory and annual training programs during the time period in which they are qualifying for AAP support;
- The athlete must be available to represent Canada in major international competitions, including World Championships, Olympic Games and Paralympic Games;
- For athletes in Olympic or Paralympic sports who have been permanent residents of Canada for three years or more, continued eligibility to receive AAP support is contingent on the athlete becoming eligible to represent Canada at the Olympic or Paralympic Games;
- The athlete must meet the published NSO-approved, AAP-compliant sport-specific carding criteria;

Note: It is recommended that the above information be included in the NSO carding criteria.

2.4 Ineligible Athletes

Athletes **ineligible to be nominated** for AAP support include:

- Athletes who do not meet the published NSO-approved and AAP-compliant carding criteria;
- Athletes who do not meet the eligibility requirements set out in [Sub-Section 2.3](#) above;
- Athletes who have been ruled ineligible to participate in sport for two years or more as a result of an anti-doping rule violation and who have not, in the case of pre-2004 violations, subsequently been reinstated;
- Athletes who are serving an anti-doping rule violation sanction of less than two years of sport ineligibility at the start of the carding cycle. These athletes may not be nominated later in the cycle if and when their sanction period has been lifted;
- Athletes who meet the carding criteria while competing as members of another country’s national team; and
- Athletes who have made a false application and have been declared ineligible for AAP benefits by Sport Canada.

Athletes in Olympic/Paralympic sports are eligible to be nominated for AAP support based on their participation and training for events that are on the Olympic/Paralympic program. Athletes in Olympic/Paralympic sports competing in World Championship events that are not on the Olympic/Paralympic program are not eligible for carding based strictly on performances in those events. Results achieved at World Championships in Olympic/Paralympic Games years will not be used for allocating Senior International cards ([SR1](#)), or for allocating Supplementary Support Excellence Living and Training Allowance.

2.5 Other Eligibility Considerations

2.5.1 Athletes Living Outside of Canada

Athletes living outside of Canada are not normally eligible for AAP support. Any exceptions to this requirement must be approved by Sport Canada. An athlete leaving Canada should be fully aware that an exception will be made only through special submissions to Sport Canada by their NSO. Athletes living outside of Canada for athletic or academic purposes must demonstrate to the satisfaction of Sport Canada that appropriate training programs are in place and are being monitored by their NSO. Athletes who have been living full-time outside of Canada for more than two successive years will not normally be considered eligible for AAP benefits. However, if these athletes are competing within the Canadian sport system and representing Canada at international competitions as a member of the NSO National Team, carding may be considered on a case-by-case basis.

2.5.2 Athletes Receiving Athletic Scholarships from Foreign Post-Secondary Educational Institutions

Athletes who are attending any foreign post-secondary educational institution, including National Collegiate Athletic Association (NCAA) institutions, and are receiving an athletic scholarship in any sport, are **not eligible** to receive AAP support for the months in which they are attending the foreign post-secondary educational institution. This applies also in the rare case where an NCAA affiliated institution is located in Canada. These athletes may be nominated by the NSO for AAP Living and Training support during the months they are involved in national team training and competition activities and not attending the foreign post-secondary institution. In addition, athletes cannot access tuition nor can they defer tuition during the carding cycle during which they are receiving an athletic scholarship from a foreign post-secondary institution.

2.5.3 Non-Carded Athletes Named to an Olympic or Paralympic Team

Athletes who are not carded but who are named to the Canadian Olympic or Paralympic team by the Canadian Olympic Committee (COC) or Canadian Paralympic Committee (CPC) will be carded by Sport Canada at the senior national level (referred to as OLY) for a period of four months prior to the beginning of and including the Olympic/Paralympic Games. For summer Games, this support will be provided during May, June, July and August while winter Games athletes will receive support for December, January, February and March. This applies to athletes who may not be carded for reasons such as living and training outside of Canada, or those unable to commit to the national team program under the regular NSO carding criteria. This also applies to athletes who compete in an event on the program of the upcoming Olympic or Paralympic Games and whose sport does not meet the AAP eligibility requirements for NSOs.

Such athlete funding may be approved before the COC/CPC names its Olympic/Paralympic Team if the following requirements are met:

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- The NSO demonstrates that the athlete has met all the requirements for participation in the upcoming Olympic/Paralympic Games including the:
 - International Federation (IF) eligibility criteria;
 - COC/CPC eligibility criteria; and
 - NSO team selection criteria.
 - The NSO confirms in writing that the athlete will be nominated for Olympic/Paralympic Team selection as “Athlete” status (“Alternate Athlete” status will not be carded under this clause); and
 - The COC/CPC confirms in writing that, if nominated, the athlete meets all criteria for team selection and would, barring unforeseen circumstances, be named to the Olympic/Paralympic Team including travelling to Games as a member of Team Canada (does not include “Alternate Athletes”).

Athletes receiving this 4 month SR card will be eligible for the following AAP financial benefits during the months in which they are carded:

- Tuition (which may be deferred) – (Section 8.3)
- Child Dependent Allowance (Section 8.4)
- Training and Competition Allowance for Paralympic Athletes with High Support Needs (Section 8.4)

2.5.4 Upgrades for Carded Athletes Named to Olympic and Paralympic Teams

Athletes already carded at the Development ([D](#)) level who are then named to the Canadian Olympic or Paralympic team by the COC or CPC will be upgraded to a senior national card by Sport Canada, effective the same month as the four-month card described in 2.5.3, and continuing to the end of that NSO’s current AAP carding cycle or to the last month, if the athlete was carded for less than 12 months, that an athlete was carded for, whichever comes first.

2.5.5 Athletes in Olympic and Paralympic Sports that do not meet NSO Eligibility Requirements

Athletes who compete in an event on the program of the upcoming Olympic or Paralympic Games and whose sport does not meet the AAP eligibility requirements for NSOs are eligible to be nominated for carding for two consecutive years at the senior level (SR) if they place in the Top16 and Top half of the field (absolute) at the Olympic or Paralympic Games or World Championships in an event that will be included on the Olympic/Paralympic program. The athlete may be carded under this provision for a maximum of four years including access to all financial benefits as defined in section 8.

Athletes who meet the Senior International level (SR1/SR2) requirements of Top 8 and Top half, at the World Championships or Olympic/Paralympic Games will be entitled to additional years under this clause.

Section 3 NSO, Athlete and Sport Canada Responsibilities

When National Sport Organizations (NSOs) nominate Eligible Athletes (as defined in [section 6](#)) who then apply for Athlete Assistance Program (AAP) support, they agree to carry out certain responsibilities. Similarly, when Sport Canada approves nominations for AAP support, it agrees to undertake specific responsibilities. This section provides a detailed description of these responsibilities.

3.1 NSO Responsibilities

NSOs are responsible for nominating eligible athletes for AAP support. In making these annual nominations, the NSO agrees to:

- Maintain compliance with AAP eligibility requirements as outlined in [Sub-Section 2.2](#);
- Develop and submit carding criteria to Sport Canada for an AAP compliance review;
- Publish, in a timely [manner](#), for purposes of AAP nominations, the NSO-approved, AAP-compliant carding criteria;
- Schedule the annual review meeting with the appropriate AAP personnel;
- Prepare the annual AAP application package and provide all required documentation to AAP personnel in advance of the annual review meeting;
- Communicate to national team athletes and NSO members in a timely manner, the published NSO-approved AAP-compliant carding criteria that will be used to determine which athletes are eligible to be nominated for AAP support;
- Nominate only [Eligible Athletes](#) for AAP support;
- Communicate updates and/or changes to athletes regarding their individual nomination approval, months added to their cycles and/or any changes to the AAP Policies and Procedures.
- Communicate with athletes both orally and in writing in the official language of their choice (English or French);
- Produce and make available to each athlete, the NSO's set of documents related to National Team activities, in the official language of the athlete's choice. The documents provided must include **at least** the following:
 - NSO-approved, AAP-compliant carding criteria to be used for nominating Eligible Athletes for AAP support;
 - Description of the NSO's carding nomination procedure;
 - Criteria and procedures for selection to National Team competitive opportunities and training camps;
 - Discipline and appeals procedures; and
 - Recognition of the Government of Canada for the funding provided to athletes and NSOs through Sport Canada.
- Submit nominations of Eligible Athletes for carding to Sport Canada at least three weeks before the beginning of the NSO's carding cycle (see [Sub-Section 6.1](#));
- Provide each Eligible Athlete with all of the forms required for the AAP;
- Develop and provide each carded athlete with an Athlete/NSO Agreement that complies with AAP policies; (See [Section 7](#) for details);
- Develop discipline and appeal procedures based on due process that include access to independent dispute resolution services offered through the Sport Dispute Resolution Centre of Canada (SDRCC);

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- Facilitate requests for supplemental support assistance as outlined in [Section 8](#);
 - Ensure that each carded athlete adheres to the NSO-approved competition and training plan throughout the carding cycle. At a minimum, this requires monthly contact with each athlete by the NSO ([see sub-section 2.2](#));
 - Inform a Sport Canada AAP staff member immediately if a carded athlete fails to honour his or her AAP commitments, retires or withdraws from the AAP;
 - Inform Sport Canada's AAP Manager of all assertions of anti-doping rule violations resulting from international testing upon notification from the testing body;
 - Provide Sport Canada with written confirmation that all carded athletes have signed their Athlete/NSO Agreement within two (2) months of the start of the NSO's carding cycle;
 - Comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in [Section 13](#) of this document;
 - Provide the opportunity for the athlete's voice to be heard and ensure that they are informed and able to provide input into matters affecting them, particularly in the areas of national team programming. This input may be achieved through a variety of means, but opportunities must be planned and announced, not determined on an ad hoc basis; and
 - Actively participate in all AAP program evaluation activities. NSOs and their staff will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. The NSO will also provide such data considered necessary for the proper conduct of the evaluation.

The NSO is responsible for facilitating the return to Sport Canada of any overpayment made to an athlete due to late notification of the athlete's retirement or withdrawal from the AAP. The NSO is also responsible for facilitating the return of any funding that was provided to an athlete as the result of an anti-doping rule violation, a false application or fraudulent misrepresentation on the part of the athlete or the NSO. Only once the funds have been returned, may they be reallocated to another athlete (with the exception of an anti-doping rule violation whereby the funds may not be reallocated. See [Section 12](#)).

3.2 Athlete Responsibilities

Athletes applying for AAP support commit to the following responsibilities:

- Read in full, the AAP Policies and Procedures document and make note of key information that may be pertinent to the athlete's personal situation. For example: athlete responsibilities, key dates, tuition, deferred tuition and supplementary support application and reimbursement deadlines.
- Adherence to the competitive and training program and administrative requirements specified by their NSO throughout the cycle for which they are carded;
- Refund any financial assistance provided if their carding status changes or is withdrawn. Such refunds are payable to the "Receiver General for Canada". See Sections [10](#) and [11](#) for more details;
- Respect and comply with the Canadian Anti-Doping Program of the Canadian Centre for Ethics in Sport;
- Complete the Sport Canada AAP education module at the beginning of each new carding cycle. To access this course, you must have first completed the CCES True Sport Clean (or in some cases the True Sport Clean Review or True Sport Clean: Next Gen) online anti-doping education course. Failure to do so will result in AAP payments being withheld until requirements are completed;

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- Respect and abide by any other policy of the Government of Canada that may be developed from time to time related to sporting contacts with other countries;
 - Participate in sport-related promotional activities on behalf of the Government of Canada. Sport Canada usually makes the request for participation, and the athlete's NSO generally makes the detailed arrangements. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year;
 - Communicate regularly with their NSO using the reporting mechanism specified in the NSO's athlete monitoring plan. Communication may occur directly or through the athlete's personal coach;
 - Notify the NSO of any injury that may prevent the athlete's participation in the National Team program;
 - Immediately notify Sport Canada, through their NSO, of any change of address (mailing or electronic). This is required to ensure timely receipt of AAP program information;
 - Initiate any nomination appeals directly with their NSO;
 - Comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in [Section 13](#) of this document;
 - Actively participate in all Sport Canada program evaluation activities including the Status of the High Performance Athlete Study and the Exit Questionnaire for retiring carded athletes. Athletes will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. Athletes will also provide such data as considered necessary for the proper conduct of the evaluation;
 - Provide true statements in their application and supporting documentation and validate these statements if requested to do so by Sport Canada;
 - Indicate whether they are current or former federal government employees. If so, athletes must confirm that they are in compliance with the Values and Ethics Code for the Public Service or the Conflict of Interest and Post-Employment Code for Public Office Holders.
 - Complete all application requirements prior to the last day of the NSOs funding cycle. Failure to do so will result in the loss of access to the card and to its benefits.

3.3 Sport Canada Responsibilities

In delivering the AAP, Sport Canada agrees to do the following:

- Communicate with NSOs and athletes both orally and in writing in the official language of their choice (English or French);
- Determine the card quotas for eligible NSOs and sport disciplines;
- Review each NSO-approved carding criteria for compliance with the AAP policies and procedures;
- Review all nominations of Eligible Athletes for AAP support made by the NSO;
- Approve nominations in accordance with AAP policies and the published NSO-approved, AAP-compliant carding criteria;
- Arrange payments in accordance with AAP policies and procedures;
- Provide each NSO with all necessary AAP materials (application forms, etc...);
- Provide carded athletes with AAP tuition vouchers upon request;
- Provide previously carded athletes with the deferred tuition application package upon request;
- Provide carded athletes with application forms for the following AAP Supplementary Support: Excellence Living and Training Allowance; Child Dependent Allowance; Training and Competition Allowance for Paralympic athletes with high support needs; Relocation Assistance, and Retirement Assistance;

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- Provide a review procedure to athletes and NSOs on any Sport Canada AAP operational decisions identified in, and in accordance with [Section 13](#);
 - Upon request, provide information to NSOs and athletes regarding the development of carding criteria, athlete agreements, appeal procedures, due process, athlete monitoring, and other areas concerning athlete assistance and related services.

Section 4 Allocation of Cards to Eligible NSOs

This section describes the policy and procedures Sport Canada follows to allocate cards to [eligible National Sport Organizations](#) (NSOs) and their eligible sport disciplines.

4.1 Policy

The Athlete Assistance Program (AAP) cards are allocated to the following types of sports:

- Olympic sports
- Paralympic sports
- Non-Olympic sports (when a sport is being phased out once it is removed from the Olympic/Paralympic program)

The AAP has three levels of cards:

- Senior International Cards (SR1 and SR2 Cards) (see [5.2.1](#))
- Senior National Cards (SR, SRH) (see [5.2.2](#))
- Development Cards (D and DH Cards) (see [5.3.1](#))

Card quotas are allocated to NSOs or their respective sport disciplines on the basis of a number of Senior Cards (International or National).

NSOs may nominate Eligible Athletes for senior or development cards according to their published NSO-approved, AAP-compliant carding criteria up to the maximum of the monetary value of the senior card quota allocated to them.

4.2 Determination of Carding Quotas

Sport Canada regularly reviews the carding quotas for all eligible sport disciplines. This is normally done after every set of Olympic/Paralympic Games for all sport disciplines, both summer and winter. The exact timing of the quota review and the implementation of new quotas may vary and is to be determined by Sport Canada.

The allocation of AAP cards is determined by a combination of a results calculation and a high performance program assessment.

4.2.1 Results Calculation

The results calculation used to allocate AAP cards to eligible NSOs takes the following into account:

- The team size of each sport or sport discipline set by Sport Canada to determine base points;
- The results of the Olympics/Paralympics and World Championships in the four-year period preceding the carding quota exercise to determine past-performance points;
- Results must be in the top-16 and the top half of the field; a maximum of three results per nation per event are considered;
- Each athlete's best result will be used in the quota calculation each year. For example, if an athlete has a first place at the 2023 World Championships in one event and an eighth place result in another event, only the first place result will be used for the purpose of determining the sport quota.

Given Sport Canada's priority for sports that demonstrate podium potential at the Olympic and Paralympic Games, as well as the differences between team and individual sports, different approaches and mathematical factors are used within the results calculation to determine the base and past-performance points.

4.2.2 High Performance Program Assessment

The high performance program assessment takes into consideration factors that the results calculation cannot adequately capture. The high performance program assessment will rebalance the overall quota per sport discipline. This will allow Sport Canada to review and assess sport high performance program factors periodically and re-allocate AAP resources to sports as required.

Each eligible sport discipline is reviewed to determine whether it should receive more or fewer AAP cards than the results calculation alone would suggest. In team sports, the men's and women's programs are considered separately.

The review consists of an assessment that may include, but is not limited to, the following:

- Targeting AAP resources to those sports or sport disciplines that have been identified by Own the Podium (OTP) as having podium potential at the upcoming Olympic/Paralympic Games;
- The quality of national team programming based on an assessment of the training and competition programs, as well as the athlete monitoring process;
- Based on Sport Canada's experience during the annual AAP review process with each sport including the NSO's adherence to published AAP-compliant, sport-specific carding criteria, the NSO's track record in managing carding nominations and the NSO's general demonstrated adherence to its responsibilities under the AAP; and
- The degree to which the NSO's governance structure commits to high-performance sport excellence.

In determining the amount of AAP support for eligible sport disciplines, Sport Canada will consider the level of Sport Support Program funding to the sport discipline's National Team Program.

The allocation of cards through the high performance program assessment may also be based on the recommendations of OTP and non-AAP Sport Canada staff.

Sport Canada makes the final decision on the allocation of cards and this decision may not be appealed.

4.2.3 Addition of quotas for new sport disciplines

Once a new sport discipline has been deemed eligible to receive a carding quota, Sport Canada will, in consultation with the eligible NSO, allocate a quota and determine when the quota will come into effect.

4.2.4 Removal of quotas for sport disciplines

Once a sport discipline has been deemed to be no longer eligible to receive a carding quota, such as a sport discipline being removed from the Olympic/Paralympic program, Sport Canada will, in consultation with the eligible NSO, determine when the quota will be terminated.

Section 5 Carding Criteria

This section describes the criteria that athletes must meet in order to be eligible for nomination for Athlete Assistance Program (AAP) support at a given level.

5.1 General Policy

The AAP cards are allocated on the basis of published NSO-approved, AAP-compliant carding criteria.

Senior cards are allocated on the basis of either International or National Criteria.

Development cards are allocated on the basis of sport-specific criteria.

There are special considerations for team sports. See [Sub-Section 5.4](#) for details.

Carding cycles are normally 12 months long. Occasionally factors such as the timing of major events may require that the carding cycle be shorter or longer than 12 months in which case a NSO may negotiate a shorter or longer carding cycle with Sport Canada. Under such circumstances athletes nominated for that NSO's full carding cycle would be carded for a period of more or fewer than 12 months.

Athletes are normally nominated for the full length of a carding cycle, except under the following circumstances:

- There is not enough quota space remaining to card an athlete for the full 12 months in which case a card of shorter duration will be approved, provided there is a minimum of four months' carding available;
- An athlete is attending a foreign post-secondary educational institution (e.g. NCAA) and are receiving an athletic scholarship for part of the carding cycle (section 2.5.2);
- An athlete is a member of a team sport in which case special considerations for team sports apply (section 5.4)

Nominations of athletes for cards at any level and by any NSO will not be considered for a period that is fewer than four months.

5.2 Policies for Senior Cards

5.2.1 International Criteria

International Criteria recognize and reward Canadian athletes for outstanding performance at World Championships or the Olympic/Paralympic Games. In Olympic and Paralympic sports, only results from events that are on the program of the upcoming Olympic/Paralympic Games will be considered for carding under the International Criteria.

Athletes who meet the International Criteria are eligible to be nominated by their NSO for two consecutive years; the first year card is referred to as SR1; the second, SR2. Eligibility for a SR2 card is contingent on the athlete maintaining a training and competitive program approved by the NSO, on meeting certain minimum NSO SR national criteria standards, on being re-nominated by the NSO, on signing an Athlete/NSO Agreement and completing an AAP Application Form for that year.

Sport Canada establishes the performance standards for International Criteria used to determine eligibility to be nominated for senior cards. Any athlete meeting the SR1 criteria must be nominated

in order of results or ranking and must be allocated a SR1 card prior to nominating athletes in the next carding levels per the NSO's sport-specific AAP criteria. The following are the current standards for international criteria.

- Finish in the top eight, counting a maximum of three entries per country; and
- Finish in the top half of the field.

In Olympic/Paralympic years, new Senior Cards based on the international criteria will be allocated in Olympic/Paralympic sports only based on results achieved in the Olympic/Paralympic Games. Results achieved at World Championships in Olympic/Paralympic Games years will not be used for allocating SR1 cards, or for allocating Supplementary Excellence Living and Training Allowance.

A NSO may further enhance the senior international criterion or include sport specific requirements to strengthen the criteria for both SR1 and SR2 cards. Any additional requirements imposed by the NSO must be consistent with Sport Canada policies and be approved by Sport Canada.

Note: In cases where the Olympic/Paralympic or World Championship team sport field is restricted by the sport's International Federation (IF), the International Olympic Committee (IOC), or the International Paralympic Committee (IPC) as a result of qualification processes or other types of entry restrictions, the requirement regarding the top half of the field may be waived by Sport Canada.

In team, crew, pair events, or relay type events, the performance must be achieved by Canadian athletes only. A performance that is the result of teaming up or pairing with athletes from other nations will not be considered for carding purposes.

What if Athletes Compete in Relay Events or Team Type Events?

In individual sports with team type or relay events, athletes who compete in the event may be allocated a Senior International Card (SR1) if they directly contributed to the team's top-8/top-half result through participation in a semi-final or final heat.

Can Senior Carding Based on International Criteria be Retroactive?

In exceptional circumstances, an athlete may be carded at the Senior International Card level retroactive to the beginning of the carding cycle in which the athlete is being nominated provided that the NSO has remaining quota space to do so and that:

- He or she achieves a Senior International card performance in a World Championship or Olympic/Paralympic Games within two months of the beginning of the carding cycle; and
- Both the NSO and Sport Canada agree at the annual AAP Review Meeting that the athlete may be carded retroactively at the SR1 level and/or may be upgraded to SR1 based on the upcoming Worlds/Olympics/Paralympics.

5.2.2 National Criteria

National Criteria identify athletes who have the potential to achieve [International Criteria](#). Senior cards based on National Criteria are normally allocated for one year at a time and are referred to as SR Cards.

National Criteria for Senior Cards are established by each NSO and are reviewed every year by Sport Canada to ensure that they meet AAP policy requirements. The criteria should, wherever possible, be based on objective results achieved in designated competitions. The competitions that may be used are domestic competitions (preferably National Championships), international competitions, or a combination of both. The competitions used for the National Criteria should be accessible to the majority of the best athletes in Canada and be consistent with the sport's national team training and

competitive program. The criteria may include elements of the NSO's Podium Pathway and/or Gold Medal profiles or equivalent, where appropriate and applicable.

An athlete is normally expected to improve each year to maintain a Senior Card based on the national criteria. Therefore, the NSO's Senior Card national criteria must either include incremental performance criteria, or stipulate a maximum number of years an athlete will be supported at this card level (for historical reference, the former C1 card was the equivalent of a SR card for the calculation of years). The maximum number of years will vary from sport to sport and is negotiated between Sport Canada and each NSO.

What if an Athlete does not Reach Senior Card Level Based on International Criteria Within the Prescribed Number of Years?

An athlete is expected to improve each year to maintain a Senior Card based on National Criteria and to eventually achieve the International Criteria. If an athlete, having reached the maximum number of years for support based on National Criteria, is nominated as a Senior Card based on National Criteria, the athlete's year-to-year improvement, progression toward the International Criteria and future potential will be reviewed. Based on this review, Sport Canada will, in discussion with the NSO, exercise its discretion in determining whether an additional year of support as a Senior Card based on National Criteria is warranted. If an additional year is granted, the NSO and the athlete must agree on performance targets to be attained by the athlete for carding consideration in subsequent carding cycles.

5.3 Policies for Development Cards

Development Cards (referred to as D cards) are intended to support the developmental needs of younger athletes or new athletes to the sport who clearly demonstrate the potential to achieve the Senior Card International Criteria but are not yet able to meet the Senior Card criteria. Development Cards are allocated for one year at a time.

The financial support provided through Development Cards helps enhance conditions for younger athletes who have not had the same training, coaching, and competitive experience as older athletes and are not yet able to meet the Senior Card criteria. The allocation of Development Cards is intended to ensure that financial support is provided to the athletes with the greatest potential.

Normally, an athlete previously carded at the Senior Card level (C1, SR, SR1, SR2) for more than two carding cycles cannot be nominated for a Development Card. An exception may be made, at Sport Canada's sole discretion, for an athlete carded at the Senior Card level for more than two years. For example, an athlete carded as a Senior Card for two or more years while still competing at the Junior international level may be eligible for a development card.

5.3.1 Development Card Criteria

Criteria for Development Cards are established by the NSO and are reviewed each year by Sport Canada for compliance with the AAP.

The criteria must be objective and clearly demonstrate that the athlete has high-performance potential. Normally, the NSO must establish a maximum number of years for which athletes can be carded at the development card level before achieving senior card status.

NSOs should consider using some or all of the following criteria areas in the development of their Development Card criteria:

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- International and/or domestic results;
 - Elements of the NSO Gold Medal profiles;
 - Elements of the NSOs Podium Pathway profile;
 - Full-time commitment to a NSO National Training Centre;
 - Elements of the sport-specific Long Term Athlete Development (LTAD) model;
 - Age may be used as a criterion, but the age level must not be established arbitrarily and the purpose of such a criterion should be clearly articulated. Further, the NSO must be able to demonstrate through statistical evidence and expert opinion that there is a clear link between the age criterion, the performance criteria, and the potential to achieve the international criteria for Senior Cards. The NSO must also be able to demonstrate that it has no alternative to the use of age to identify developing athletes.

5.4 Special Considerations for Team Sports

Cards for team sports are available only to athletes required to be involved in competition and training programs under the auspices of the NSO for significant periods during the carding year. The level of support to each athlete will vary depending on their time involvement with the program.

5.4.1 General Requirements

For athletes to be eligible to receive full funding at any carding level - 12 months of living and training allowance, and tuition support if applicable - a team sport must operate a National Team program of a minimum duration of 60 days in which the carded athletes must participate.

Reduced support may be provided to athletes who participate in a National Team program for a minimum of 30 days and who meet the requirements listed in [Sub-Section 2.2](#) regarding an individualized annual training program and formal monitoring and evaluation. The number of months provided to athletes under such circumstances will be determined at the sole discretion of Sport Canada but will not be fewer than four months in a carding cycle. National Team approved training and competitive days may be calculated on a per month basis however, the months in which an athlete receives payment does not specifically relate to the months that they were involved with the National Team program.

During the carding cycle NSOs may add months for athletes initially nominated for fewer than 12 months if team selection opportunities lead to further training and competitive days for that athlete. Nominations for such additional months must be made according to the NSO's sport-specific carding criteria.

Athletes will be advised by their NSO when additional months are added to their file. Sport Canada will automatically deposit the funding at the applicable time within the carding cycle.

5.4.2 Athletes Competing on Professional Teams

Athletes who have signed one-way contracts with teams in the National Basketball Association (NBA), the National Hockey League (NHL), or Major League Baseball (MLB) are not eligible for AAP support. An athlete who has signed a contract in one of these leagues will be ineligible for AAP support effective the date the contract is signed through to the conclusion of the contract. Athletes on contract or regularly competing in leagues other than those identified above—and as determined by Sport Canada—may be eligible for nomination for AAP support under the following circumstances:

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- The NSO can demonstrate that each Eligible Athlete nominated for AAP support is an active member of the NSO's high performance and national team program;
 - The NSO can demonstrate that each Eligible Athlete nominated for AAP support has an individualized annual training program that includes significant daily training activities and is based on year-round training principles; and
 - The NSO formally monitors and evaluates each athlete's training and competitive programs while they are participating in the professional league. The NSO must designate a national coach or a person with equivalent qualifications and status (e.g. High Performance Director) to perform these tasks.

5.4.3 The Senior National Team

Both Senior and Development Cards can be assigned to athletes who are members of the Senior National Team. These cards are based on the team's performance and on the contribution of each athlete to that performance. Senior Cards based on International Criteria are allocated to Eligible Athletes who were members of National Teams that achieved the international performance criteria.

The level and number of months of an athlete's card will depend on their position on the depth chart and their time commitment to the National Team program.

In order to be eligible for full support - 12 months of Living and Training Allowance and Tuition if applicable - an athlete in a team sport should meet the following minimum standards:

- Participate for at least 60 days of formal training and/or competition as specified in the National Team program;
- Each day with the National Team program should consist of any of the following: technical, tactical, physical or mental training with a duration and intensity appropriate to the timing of the camp or competition in the yearly training plan.
- Participate as a member of the National Team program in a minimum of one international tournament or competition during the carding cycle or following the 60 day training period.

Reduced support may be provided to athletes who participate in the National Team program for a minimum of 30 days and meet the requirements listed in [Sub-section 2.2](#) regarding an individualized annual training program and formal monitoring. This provision would normally be applied to athletes training and competing outside Canada. The level and duration of the support will be considered by Sport Canada on a case-by-case basis but will start at four months, which is the minimum length of time that a card would be considered.

In its carding criteria document, the NSO must explain how the depth chart is determined and how it will be applied to nominate athletes for carding. This explanation should describe how "role players" not among the top players in the team - but who fulfil a specific function on the team - will be placed on the depth chart.

5.4.4 Teams Below the Senior National Team

AAP support to athletes on teams below the Senior National Team level may be provided to eligible NSOs on the basis of their card quotas and the following:

- The demonstrated ability of the NSO to deliver comprehensive and quality programming;
- The scope and intensity of the programs offered at the various levels of the high-performance system;
- The scope and intensity of the individual athlete training and competitive demands; and

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- The ability of the NSO to supervise and monitor the day-to-day training of its athletes on an annual basis.

5.5 Establishing Carding Criteria

It is the NSO's responsibility to develop the carding criteria for National level Senior Cards and Development Cards, including the criteria and priority order that apply to athletes with health related circumstances as described in [Section 9](#). Wherever possible, the carding criteria should be based on objective measures.

Opportunities to meet carding requirements should be consistent with a sport's national training or competitive program and should be accessible to the majority of the best Canadian athletes. Carding criteria should normally be linked to National Team selection criteria and the National Team depth chart for team sports.

The NSO may choose its suite of criteria from the following areas:

- International and/or domestic results;
- Elements of the Gold Medal profiles;
- Elements of the Podium Pathway;
- Full-time commitment to an NSO National Training Centre; and
- Elements of the sport specific LTAD model.

The development and approval of the NSO's carding criteria must include the following steps:

- The NSO Head Coach, High Performance Director, National Team Committee or appropriate body within the NSO develops the proposed carding criteria;
- The Athlete Representative and appropriate NSO decision-making body review the proposed criteria and make recommendations regarding the criteria;
- The Board of Directors or appropriate decision-making body reviews and approves the criteria for submission to Sport Canada;
- Sport Canada reviews the criteria to ensure that they comply with the AAP policies; and
- Under normal circumstances, NSOs distribute these criteria 8 to 10 months before the beginning of the sport's carding cycle. NSO-approved, AAP-compliant carding criteria should be published no later than the beginning of the competition cycle for the upcoming carding period.

Section 6 Application for and Approval of Cards

This section describes the overall procedure for obtaining Sport Canada approval of National Sport Organization (NSO) carding nominations of Eligible Athletes. It also describes in detail how to prepare an application package for Athlete Assistance Program (AAP) support.

“Eligible Athlete” means an athlete who has met all requirements of the AAP **and** the published NSO-approved, AAP-compliant carding criteria.

Only nominations of Eligible Athletes will be considered by Sport Canada for carding.

“Irregular Nominations” means a nomination of an athlete who has not met the requirements of the AAP **or** the published NSO-approved, AAP-compliant [carding criteria](#).

Irregular Nominations will not be considered by Sport Canada and will be returned to the NSO which will be responsible to communicate this to the affected athlete(s) along with the rationale.

The policy of returning to the NSO Irregular Nominations is guided by Sport Canada’s commitment to ensuring transparency and accountability in its allocation of funding support. The administrative process of returning an Irregular Nomination is not an AAP Decision under [Section 6](#) and cannot be appealed under [Section 13](#) of the AAP.

Definition of a Carded Athlete

For the purposes of this document, an athlete is considered carded within any given carding cycle if:

- They have met all eligibility and performance requirements to be nominated for carding; and
- They have been nominated for carding by the NSO and deemed by Sport Canada to have met all eligibility requirements for nomination; and
- They have completed and submitted an AAP application form; and
- They have NOT had their carding withdrawn during the current carding cycle; and
- They have either received AAP living and training support for any portion of the current carding cycle or have declined living and training support (and have indicated such on their AAP application form).

Carded athletes may, based on their status as such, be eligible for additional support either from AAP (e.g. tuition support) or from other parties (e.g. P/T athlete funding programs, sport support services offered through Canadian Olympic and Paralympic Sport Institute Network (COPSIN), etc.)

6.1 General procedures

- In applying its approved, AAP-compliant, published carding criteria, the NSO determines who is eligible to be nominated or re-nominated for AAP support at a given carding level;
- From that pool of Eligible Athletes, the NSO determines which athletes it will nominate for AAP support based on the NSO-approved and published AAP-compliant carding criteria;
- The NSO prepares an application package for review by Sport Canada. See [Sub-Section 6.4](#) for a description of the contents of the application package;
- Sport Canada reviews and may approve nominations of Eligible Athletes or return Irregular Nominations, based on the NSO-approved and published AAP-compliant carding criteria and the policies and procedures of the AAP;

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- A NSO may take a returned Irregular Nomination and it may bring forth a new nomination at a later date or at the time of the review. In either case, the NSO will need to submit the nomination in writing including the rationale and supporting documentation for the nomination prior to it being approved. For example, a nomination for more months than an athlete is eligible to receive based on their planned adherence to the athlete responsibilities and to the minimum national team programming criteria as set out in section 5 of this document might be returned as an “Irregular Nomination”. The NSO needs to review that athlete’s eligibility and submit an eligible nomination. Alternatively, the NSO could provide another nomination in its place to use the quota space only if the NSO has an athlete who has met the criteria;
 - A NSO may modify its nominations upon discussion with Sport Canada in cases where the nominations were not calculated correctly or are affected by discussions at the AAP Review meeting;
 - With the exception of Irregular Nominations that are returned to the NSO, if Sport Canada does not approve an NSO carding nomination and there are valid reasons for an appeal pursuant to [Section 13](#) of this document, the Eligible Athlete or the NSO may request a review of this decision by following the appeal procedures in [Section 13](#);
 - Sport Canada will confirm in writing, the approved list of athletes with the NSO following the review meeting. Sport Canada will then also inform, in writing, those Eligible Athletes whose nominations have been approved following the NSO’s review meeting. NSOs will be expected to communicate and respond to any questions from the athlete pertaining to the approved nomination;
 - The NSO will provide an AAP application form and a direct deposit form to each Eligible Athlete whose nomination has been approved. A request by the NSO to complete and return an AAP application form is not confirmation that the athlete has been approved for carding if the form is provided prior to the nominations being approved;
 - The Eligible Athlete fills in the AAP Application Form and the direct deposit form and submits them to the NSO which in turn submits them to Sport Canada.

- Notes:**
1. In order for carding status and funding to be granted and processed, Sport Canada must receive the completed AAP Application and direct deposit forms, confirmation that the athlete has signed the Athlete/NSO Agreement and that the athlete has completed the online anti-doping education courses within the carding cycle for which the AAP nomination has been approved.
 2. In the case of underage athletes, (the age of majority is 18 or 19 depending on the province of residence at the time of completing the application form) the AAP Application form must be co-signed by the athlete’s parent or legal guardian.

6.2 Procedures for Athletes Not Being Re-nominated for Carding

Maintaining carded status depends on:

- The NSO re-nominating a carded athlete based on the athlete meeting the published NSO-approved AAP-compliant carding criteria;
- Sport Canada approving the re-nomination during the NSO’s annual AAP Review Meeting.

If the NSO does not re-nominate a carded athlete for carding support for the new carding cycle, the NSO must:

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- Advise the athlete in writing that they have not been re-nominated. The reason(s) for the decision must be included in the notice;
 - Advise the athlete who is not being re-nominated about opportunities that are available, such as National Team program activities (camps, competitions, etc.) or AAP retirement support;
 - Ensure that all athletes who are not nominated or re-nominated have access to an appeal process culminating with the right for the athlete to refer the issue to the Sport Dispute Resolution Centre of Canada (SDRCC);
 - Notify Sport Canada, following the completion of the NSO appeal procedure, of the outcome of any appeal and make its recommendation to Sport Canada.

Following the annual AAP Review Meeting, Sport Canada will inform, in writing, those athletes who have not been re-carded.

6.3 Replacement carding

“Replacement” carding to fill vacant positions caused by retirement, departure from a National Team program, or de-carding during the carding cycle may be provided during the course of the carding year should there be a minimum of four months of carding support remaining in the NSO card quota allocation. The “replacement” athlete must have met the carding criteria and be ranked by the NSO as the next athlete to receive AAP support in the annual AAP review process. Certain restrictions apply to this section based on athletes who have had their carding withdrawn for reasons relating to Canadian Safe Sport Program sanctions (see section 11.2.4) or doping violations (see section 12.1). Prior to funds being reallocated, they must have been returned to the Program by the withdrawn athlete.

6.4 NSO Application Package and Review Meeting

It is the NSO’s responsibility to prepare an application package and to submit this package to Sport Canada. To ensure that funding to carded athletes is not interrupted, the review meeting should be scheduled at least three weeks before the end of the NSO’s carding cycle.

NSOs must send the entire application package to Sport Canada ***no later than five working days*** before the annual AAP Review Meeting. NSOs are encouraged to provide their application package to Sport Canada electronically.

6.4.1 Application Package for Individual Sports

The application package for individual sports must contain the following:

- Covering letter or email;
- List of Eligible Athletes being nominated for carding by carding level;
- Athlete rationale forms for each athlete recommended for carding (see [Appendix A](#));
- Names of athletes who were carded in the previous year and are not being re-nominated for carding by the NSO;
- Outline of the National Team’s competition and training program;
- Annual individual training and competition plan from at least one senior and one development carded athlete. These documents must contain the detailed training activities for one micro-cycle in the pre-competition phase;
- Recommendations for changes to carding criteria;
- Recommendations for changes in carding-cycle dates (if applicable);
- Sample of the Athlete/NSO Agreement.

6.4.2 Application Package for Team Sports

The application package for team sports must contain the following:

- Covering letter or email;
- List of Eligible Athletes being nominated for carding by carding level and the number of months for each athlete;
- Summary of the team's results;
- National Team depth chart, overall and by position, including the working documents or data used to develop the depth chart;
- Athlete rationale forms for each athlete recommended for carding (see [Appendix B](#));
- Names of athletes who were carded in the previous year and are not being re-nominated for carding by the NSO;
- Outline of the National Team's competition and training program, including the number of days for each activity in the program;
- Annual individual training and competition plan from at least one senior and one development carded athlete. These documents must contain the detailed training activities for one micro-cycle in the pre-competition phase;
- Recommendations for changes to carding criteria;
- Recommendations for changes in carding-cycle dates (if applicable);
- Sample of the Athlete/NSO Agreement.

6.4.3 Details of Application Package

Covering Letter

- Prepared by the NSO contact responsible for managing the NSO's carding criteria and process.
- Indicates any changes from previous submissions (changes in carding criteria, requests for changes in carding-cycle dates, etc.).
- Outlines any AAP issues that could be contentious in the upcoming year.

List of Eligible Athletes Being Nominated

- List in the order of nomination including carding level and number of months where applicable.
- Include details pertaining to NCAA athletes, athletes affected by health-related circumstances, or other special considerations.

Summary of Athletes' Results – Team Sports

- Includes results of all Canadian athletes at World Championships (Senior, Junior, or Espoir) and major games whether or not the athletes are members of the National Team or nominees for carding.
- May include results of other major international events.

National Team Depth Chart - Team Sports

- Provides a depth chart of the National Team by position that includes all athletes selected to the National Team and nominated for carding.
- Includes the data used to select the athletes and a ranking summary.

Rationale Form for Each Athlete Nominated

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- See samples in Appendices [A](#) and [B](#).

List of Athletes Not Being Re-nominated for Carding

- Lists all athletes who were carded in the previous year and are not being re-nominated for carding, as well as the reason(s) for these decisions (failure to meet the published NSO-approved, AAP-compliant carding criteria, retirement, etc...).

Outline of the National Team's Competitive and Training Program

- Includes a detailed outline of the National Team's competition and training program for the next year for each group.

Individual Athlete Plans

- Includes the annual individual training and competition plan from at least one Senior and one Development carded athlete. These documents must contain the detailed training activities for one micro-cycle in the pre-competition phase.
- Specifies how each athlete's training and competition program will be monitored.

Changes to Carding Criteria

- Includes all changes to carding criteria for the next carding cycle, along with the rationale for these changes.

Recommendations for Changes in Carding-Cycle Dates – if applicable

- Includes all recommendations for changes in the dates of the next carding cycle, along with the rationale for these changes.

Athlete/NSO Agreement

- Includes the current Athlete/NSO Agreement, including any changes in the Agreement as approved by the appropriate NSO committee and endorsed by the athlete's designated representative.

Section 7 Athlete/NSO Agreement

All athletes approved for Athlete Assistance Program (AAP) funding and their National Sport Organization (NSO) must sign an Athlete/NSO Agreement each carding cycle. The NSO must ensure that the Agreement covers not only the dates of the carding cycle, but also the dates of their annual national team program commitments if they differ. This section describes the policies and procedures associated with this agreement.

7.1 Policy

The purpose of the Athlete/NSO agreement is to set out in writing, the rights, responsibilities and obligations of the athlete and the NSO.

The Agreement must clearly specify the following:

- Benefits available to the carded athlete through their NSO;
- The NSO's obligations;
- The athlete's obligations, including a commitment to follow an agreed-upon training and competitive program;
- Any other commitments to the NSO that the carded athlete is required to make (for instance; time, promotional activities, financial commitments, and code of conduct);
- The Agreement's duration (not to exceed one carding cycle);
- Specific Sport Canada and Federal Government policies that NSOs and carded athletes must comply with, including the following:
 - The Canadian Anti-Doping Program;
 - The Canadian Policy Against Doping in Sport
 - Completion of the AAP anti-doping education module(s) as requested and available on the Canadian Centre for Ethics in Sport web site (athletes only);
 - The AAP policies and procedures (this document);
 - The Cannabis Act
 - The NSO's contractual obligations of their contribution agreement with the Government of Canada, including the official languages clauses; and
 - The Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS).
- The hearing and appeal procedure that will be used in any dispute between the carded athlete and the NSO. This procedure must conform to natural justice and procedural fairness principles and include access to the Sport Dispute Resolution Centre of Canada (SDRCC);
- Details, if applicable, of the carded athlete's trust fund;
- The lead time for the publication of the NSO-approved, AAP-compliant carding criteria (i.e., how far ahead of the next carding cycle the selection criteria will be published);

Where an athlete and the NSO cannot agree to the terms of their Athlete/NSO Agreement, an athlete's carding will not be withheld, provided that the athlete agrees in writing, by means of a modified athlete agreement, to all the terms required by Sport Canada and the terms required by the NSO excluding those terms related specifically to commercial aspects. The athlete and the NSO may avail themselves of the mediation services of the SDRCC in order to agree to all the terms.

The Athlete/NSO Agreement is not considered signed if any sections have been unilaterally deleted or altered in any way. Athletes for whom Sport Canada has not received confirmation of signing from

the NSO will have their AAP payments withheld until the NSO confirms in writing that the agreement has been signed. The decision to withhold the AAP payments of athletes who have not signed their Athlete/NSO agreement will be made in consultation with the NSO, and the NSO will inform Sport Canada of the reasons why the agreement has not been signed.

All clauses in the Athlete/NSO Agreement must clearly define the athlete's expected conduct.

The Agreement must be in plain, understandable language. Basic rights such as freedom of speech and confidentiality of medical records must be respected.

7.2 Procedures

An Athlete/NSO agreement must be approved by the NSO and include input from the athletes' representative.

Between 2015 and 2017, with financial support from Sport Canada, AthletesCAN facilitated a process where athlete and NSO leaders, together with marketing and legal experts (Athlete Agreement Working Group) created an Athlete/NSO Agreement Template (updated in 2025) upon which to build a fair and reasonable high-performance relationship. The Model Athlete/NSO Agreement (Appendix [C](#)) is meant for use by athletes and NSOs as they come to a mutually beneficial, reciprocal agreement to foster the performance relationship.

The Model agreement also includes specific clauses required by Sport Canada. It should be noted that this model agreement goes beyond the Sport Canada requirements for the specific purposes of carding. Some items in the model agreement are not applicable to all sports, and some items important to specific sports may be missing.

The model agreement may be modified as required to accommodate specific situations. For example, individual athletes may need to modify or negotiate specific clauses to fit their situation.

The process also yielded a model Athlete Commercial Agreement (Appendix [D](#)) designed to further develop the high-performance relationship and support both parties in their marketing and athletic objectives. Access to international events or the AAP or "carding" should not be suspended solely over a failure or delay in the NSO and Athlete coming to an agreement over mutual commercial obligations.

Separating the athlete / NSO commercial aspects from the performance relationships and including in separate agreements is strongly recommended by the AthletesCAN group of experts, athletes and NSO leaders as a foundation of a respectful, high-performance partnership.

Before signing the Athlete/NSO Agreement, carefully review it to ensure that all terms and conditions agreed upon have been incorporated, and that it is fully understood. To assist in this process, the model agreement is provided with annotations. Please raise any questions or concerns with the designated NSO Contact. For further support, please contact AthletesCAN.

Sport Canada advises that carded athletes and their NSO consign their commercial interests in a document separate from the Athlete/NSO Agreement required by AAP Policies. As a best practice, Sport Canada would invite non-carded athletes to do the same.

Section 8 Financial Benefits

This section sets out the policies and procedures associated with Athlete Assistance Program (AAP) financial benefits.

8.1 Policy

Under the AAP, Eligible Athletes have access to the following benefits:

- Living and training allowance
- Tuition and deferred tuition support
- Supplementary AAP support

Eligible Athletes approved for carding by Sport Canada will have their AAP payments deposited directly into their Canadian bank account. Direct deposit instructions are included in the AAP application form.

8.2 Living and Training Allowance

Eligible Athletes approved for carding by Sport Canada will receive a monthly living and training allowance according to carding status. This allowance is usually paid in advance every two months.

Carding Status	Monthly Allowance
Senior Card (SR1, SR2, SR)	\$2,175
Senior Card Health Related Circumstances (SRH)	\$2,175
Development Card (D, DH)	\$1,305

8.3 Tuition and Deferred Tuition Support

General Tuition Policies

Tuition support is intended to help carded athletes who meet high-performance training and competitive requirements obtain a post-secondary level education.

The maximum amount payable is \$5,500 per carding cycle up to a lifetime maximum of \$27,500 for those athletes carded beyond 2017.

Tuition support comes in two forms:

1. **Tuition** for carded athletes who are eligible to attend a post-secondary educational institution during the year they are carded (e.g. post-graduation from high school).
2. **Deferred tuition support** for athletes who are no longer carded and who did not fully use their yearly maximum while they were carded. Athletes must have been eligible to attend a post-secondary educational institution during the year they were carded in order to accumulate deferred tuition.

Tuition support is available for courses at Canadian Universities or Colleges that are publicly-supported. Other Canadian educational institutions may be considered for tuition support on a case-by-case basis and **must be pre-approved by the AAP Manager. Tuition will not be paid for schools or educational institutions (in person or virtual) outside of Canada.**

Full-time or part-time degree, diploma, or certificate programs at eligible schools qualify for tuition support. Degree programs may be undergraduate, graduate, post-graduate or professional.

National Coaching Certification Program (NCCP) courses taken at a National Coaching Institute (NCI) or through another avenue qualify for tuition support. These courses may be taken on a full-time or part-time basis.

Courses that are recognized for credits toward apprenticeships in trades or professions and correspondence/on-line courses leading to a degree, diploma, or certificate, as determined by the AAP, may also qualify for tuition support.

AAP will cover a carded athlete's tuition fees up to a maximum of \$5,500 per carding cycle, for courses/semesters that either start or end within their carding cycle.

Under the deferred tuition policies, the AAP will cover tuition fees of athletes who are no longer carded up to a maximum of \$5,500 per fiscal year, for courses/semesters that either started, ended or were paid within the fiscal year (between April 1 and March 31)

Athletes must claim tuition fees within one year from the date of completion of the course. Claims submitted beyond that date will not be approved or processed.

The following ancillary fees are not supported by the AAP:

- Medical, health and dental plan
- Bus passes
- Parking
- Interest charges
- Late fees
- Convenience fees
- Taxes (GST, HST for example)
- Textbooks, materials, (e.g., computers, gear, equipment)
- Rental fees (e.g. aircraft rental fees for solo flight training, scuba gear or safety gear rentals, etc.)
- Donations
- Transcript fees
- Membership, association or accreditation fees
- Residence, housing, accommodation or lodging fees (including meal plans)
- Any other optional fees.

Athletes eligible for Tuition Support who are awarded financial support from a Canadian post-secondary institution remain eligible for Tuition Support if the award does not offset full tuition fees.

Schools Outside of Canada

Carded athletes who are attending post-secondary institutions outside of Canada, including NCAA institutions or on-line courses, and are receiving an athletic scholarship in any sport are not eligible for Tuition Support, nor are they able to accumulate deferred tuition during any carding cycle that they are attending school on a scholarship outside of Canada (and in the rare case where an NCAA affiliated institution is located in Canada). If an athlete can provide confirmation from the NCAA institution that they are no longer attending under scholarship, they may be eligible to access tuition or to defer tuition.

Payment Procedures

Tuition Payment Procedures for Canadian Publicly Supported Educational Institutions

Carded athletes who are attending an eligible Canadian, publicly-supported educational institution may request a tuition voucher from the AAP which allows eligible fees up to the maximum available to that athlete, to be paid in advance directly to the institution. A tuition voucher will not be provided to a carded athlete attending a private educational institution or an institution that cannot invoice AAP directly.

The following procedures apply:

- Carded athletes request a tuition voucher from the AAP;
- The AAP may approve the tuition support based on AAP policies and procedures;
- The AAP completes the first part of the tuition voucher and then provides the tuition voucher to the eligible carded athlete;
- The carded athlete completes the second part of the tuition voucher and submits it to the eligible educational institution;
- The educational institution sends an invoice and a breakdown of incidental costs to the AAP.
- In order for the AAP to pay tuition support directly to the school, the school must have completed the application process for direct deposit of payments into the appropriate school bank account.

If it is not possible for AAP to pay Tuition Support directly to the carded athlete's approved educational institution, the carded athlete will be reimbursed directly. The carded athlete must send the following two documents to the AAP within one year from the date of completion of the course:

- 1- A copy of an official receipt of payment. This may be an invoice stamped by the institution indicating payments made, an official transcript of fees and payments received, or a written receipt of payment on official educational institution letterhead which includes the name of the athlete. The receipt must include a breakdown of the fees paid.
- 2- Proof of course completion (e.g., student transcript or official letter from the Canadian institution).

NOTE: Acquiring official transcripts is at the athlete's expense.

Upon receipt of proof of course completion and a copy of the payment receipt, the AAP reimburses the carded athlete directly for the approved tuition request up to the maximum of \$5,500 per carding cycle.

Deferred Tuition Eligibility and Payment Procedures

Eligibility

Deferred tuition is available to assist athletes who were unable to pursue full-time post-secondary education while carded because of their involvement in high-performance sport.

Athletes must be eligible to attend a post-secondary educational institution during the year they are carded in order to accumulate deferred tuition.

Athletes may defer a maximum of \$5,500 per carding cycle when carded, for a maximum of five carding cycles.

Athletes have seven years from their last date of carding to use any accumulated deferred tuition.

Athletes who are attending post-secondary institutions outside of Canada, including NCAA institutions, and are receiving an athletic scholarship in any sport are not eligible to receive AAP support for the months in which they are attending the foreign post-secondary institution (section 2.5.2), nor are they able to accumulate deferred tuition during any carding cycle that they are attending school on a scholarship outside of Canada.

Payment Procedures

The AAP reimburses the athlete directly; it does not make deferred tuition payments to the Canadian educational institutions.

The following procedures apply:

- The athlete must contact the AAP in order to determine his/her eligibility;
- The AAP reviews the athlete's file and approves deferred tuition for which the athlete is eligible based on AAP policies and procedures;
- The AAP informs the athlete of the amount of deferred tuition available and the eligibility of the school;
- The athlete submits any changes to their address or banking information with their claim;
- The athlete must submit a copy of an official receipt of payment to the AAP. This may take the form of an invoice stamped by the institution indicating payments made, an official transcript of fees and payments received, or a written receipt of payment on official institution letterhead which includes the name of the athlete. The receipt must include a breakdown of the fees paid;
- Upon completion of the course the athlete must provide proof of course completion (e.g. student transcript or official letter from the Canadian institution).
- Note: Acquiring official transcripts is at the athlete's expense;
- Upon receipt of proof of course completion, the AAP reimburses the athlete directly for the eligible and approved deferred tuition request up to the maximum of \$5,500 per fiscal year (April 1 – March 31). **Note:** Athletes must claim tuition fees within a period of one year from the date of completion of the course.

8.4 Supplementary AAP Support

Policy

Supplementary AAP Support is available to carded athletes in the following situations:

- Excellence Living and Training Allowance
- Child Dependent Allowance
- Training and Competition Allowance for Paralympic athletes with high support needs
- Relocation Assistance
- Support for New Parents
- Retirement Assistance

Certain requests for Supplementary AAP Support may require a recommendation, supporting evidence or endorsement by the NSO. The AAP will contact the NSO in such cases.

Supplementary AAP Support is limited to a maximum of \$16,410 per carding cycle (excluding Relocation, Support for New Parents, and Retirement support). In certain circumstances, a carding cycle may be longer than 12 months however the maximum does not change in those circumstances.

Supplementary AAP Support requests must be for the current carding cycle with the exception of Retirement Assistance, which must be requested within one year of the first day of their retirement, Relocation Assistance, whereby the return move must be requested within 12 months from the last date of carding and Support for New Parents which must be requested for expenses that were incurred while the athlete was carded and within one year of the date of the child's birth or adoption.

Excellence Living and Training Allowance

Athletes achieving a top 3 placing (a medal must be awarded and the athlete must have been on the medal winning roster in the case of team sports, or competed in the final heat for individual sports with relay events or, earned points towards a total team score which resulted in a top 3 finish) at the most recent Olympic/Paralympic Games or World Championships in events on the program of the upcoming Olympic/Paralympic Games may be eligible for additional Living and Training Allowance regardless of the level of card they are nominated for in the following year (some sports set higher standards than the AAP international criteria). Only one medal result per athlete per Olympic/Paralympic Games or World Championship will be considered and results achieved at World Championships in Olympic/Paralympic Games years will not be used for allocating Supplementary Excellence Living and Training Allowance.

- The allowance will be paid a maximum of two successive carding cycles starting with the carding cycle immediately following the medal result at Olympic/Paralympics or World Championships; however, the carded athlete must apply and be approved for each carding cycle. The allowance will be paid only in the months during which the carded athlete is receiving a Living and Training Allowance.
- If an athlete transitions to another sport and is carded in that new sport, they may still be eligible to receive this allowance for the top 3 achieved in the previous sport.
- Eligible Carded athletes requesting the Excellence Living and Training Allowance will undergo an assessment of their yearly income. Total income will be calculated using the total income appearing on the Canada Revenue Agency's Notice of Assessment for the most recent taxation year plus AAP Living and Training Allowance support in the carding cycle for which the carded athlete is applying for supplementary AAP support.
- A maximum Excellence Living and Training allowance of \$615 per month (normally \$7,380 per carding cycle) is available for eligible carded athletes whose income from all sources is less than \$75,000 per year. A lesser amount is available to carded athletes with income from all sources of \$75,000 to \$79,999 per year.

Total income	Eligible Allowance amount for 12 months
➤ \$80,000+	\$0
➤ \$79,000 to \$79,999	\$1,230
➤ \$78,000 to \$78,999	\$2,460
➤ \$77,000 to \$77,999	\$3,690
➤ \$76,000 to \$76,999	\$4,920
➤ \$75,000 to \$75,999	\$6,150
➤ Lower than \$75,000	\$7,380

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- The Excellence Living and Training Allowance will be paid only in the months during which the carded athlete is receiving a Living and Training Allowance. Carded athletes in a NCAA program should verify with their institution if they can receive this additional support under NCAA rules;
 - Carded athletes applying for the Excellence Living and Training Allowance must provide:
 - A copy of the Canada Revenue Agency's Notice of Assessment for the most recent taxation year;
 - A completed Supplementary AAP Support application form, available through the AAP.

Child Dependent Allowance

Assistance is available to all carded athletes in supporting their "child dependents". To be eligible to apply for the Child Dependent Allowance, carded athletes must:

- Be supporting a child or child dependent(s) under the age of 18 during the carding cycle in which the carded athlete is receiving the benefits;
- Undergo an assessment of their yearly income. Total income will be calculated using the total income appearing on the Revenue Canada Notice of Assessment for the most recent taxation year plus AAP Living and Training Allowance support in the carding cycle for which the athlete is applying for Supplementary AAP Support.
- A maximum Child Dependent Allowance of \$615 per month (normally \$7,380 per carding cycle) is available for eligible carded athletes whose income from all sources is less than \$75,000 per year. A lesser amount is available for eligible carded athletes with income from all sources of \$75,000 to \$79,999 per year

Total income:	Eligible Allowance amount for 12 months
➤ \$80,000+	\$0
➤ \$79,000 to \$79,999	\$1,230
➤ \$78,000 to \$78,999	\$2,460
➤ \$77,000 to \$77,999	\$3,690
➤ \$76,000 to \$76,999	\$4,920
➤ \$75,000 to \$75,999	\$6,150
➤ Lower than \$75,000	\$7,380

- This allowance will be paid only in the months during which the carded athlete is receiving a Living and Training Allowance. Carded athletes in a NCAA program should verify with their institution if they can receive this additional support under NCAA rules.
- If both parents/guardians are AAP supported athletes, both may apply for this assistance, however, must still follow maximum annual amounts of supplementary support per carding cycle.
- Carded athletes applying for the Child Dependent Allowance must provide:
 - A copy of the Canada Revenue Agency's Notice of Assessment for the most recent taxation year;
 - A completed Supplementary AAP Support application form, available through the AAP.
 - A copy of the child's birth certificate if they were born during the current carding cycle for which they are applying for support.

Training and Competition Allowance for Paralympic Athletes with High Support Needs

Carded Paralympic athletes with high support needs, as defined by the International Paralympic Committee (IPC), competing in the classification groups identified below, who meet the below criteria may apply for Supplementary AAP Support:

- The carded Paralympic athlete has an international “Review” (R) or “Confirmed” (C) sport class status in one of the following IPC classifications. In these classes, the carded Paralympic athlete clearly requires one-on-one support to train and compete:
 - Alpine: AS1, LW10
 - Archery: W1
 - Athletics: T11, F11, T20, F20, T32, T33, F33, T51, F51, T52, F52, F53
 - Boccia: BC1, BC2, BC3 & BC4
 - Nordic Skiing: NS1, LW10
 - Cycling: B1, H1
 - Equestrian: Grade I (profiles 1, 2, 3, 5, 7, 12a, 13), Grade IV (profile 36)
 - Goalball: B1
 - Judo: J1
 - Rowing: B1
 - Wheelchair Rugby: 0.5, 1.0, 1.5, 2.0, 2.5, 3.0, 3.5
 - Soccer: (Football 5-a-side): B1
 - Sailing: Three-person format B1, Two Person TP B, B1
 - Shooting: SH2B, SH2C
 - Swimming: S1, SB1, SM1, S2, SB2, SM2, S3, SB3, SM3, S11, SB11, SM11, S14, SB14, SM14
 - Table Tennis: TT1, TT2, TT11
 - Triathlon: PTVI (B1)
 - Wheelchair Tennis: Quad
- The carded Paralympic athlete’s classification must be confirmed at the start of the carding cycle in order to qualify for full support. Paralympic athletes whose classification is confirmed during the carding cycle may apply for reduced support.
- Carded Paralympic athletes with “guides” who are carded are not eligible for this Training and Competition Allowance.
- Carded Paralympic athletes requesting the Training and Competition Allowance for Paralympic athletes with high support needs will undergo an assessment of their yearly income. Total income will be calculated using the total income appearing on the Canada Revenue Agency’s Notice of Assessment for the most recent taxation year plus AAP support for the year in question.
- A maximum Training and Competition Allowance for athletes with a disability of \$650 per month (normally \$7,800 per carding cycle), is available for carded Paralympic athletes whose income from all sources is less than \$75,000 per year. A lesser amount is available for carded Paralympic athletes with income from all sources of \$75,000 to \$79,999 per year.

Total income:	Eligible Allowance amount for 12 months
➤ \$80,000+	\$0
➤ \$79,000 to \$79,999	\$1,300
➤ \$78,000 to \$78,999	\$2,600
➤ \$77,000 to \$77,999	\$3,900
➤ \$76,000 to \$76,999	\$5,200
➤ \$75,000 to \$75,999	\$6,500
➤ Lower than \$75,000	\$7,800

- This allowance will be paid only in the months during which the carded Paralympic athlete is receiving a Living and Training Allowance. Carded Paralympic athletes in a NCAA program should verify with their institution if they can receive this additional support under NCAA rules.
- Carded Paralympic athletes applying for the Training and Competition Allowance for Paralympic athletes with high support needs must provide:
 - a copy of the Canada Revenue Agency's Notice of Assessment for the most recent taxation year;
 - confirmation from the NSO of their permanent classification at the international level; and
 - a completed Supplementary AAP Support application form available through the AAP.

Note: The NSO must advise the AAP of any change of athlete classification.

Relocation Assistance

When carded athletes move permanently to an NSO-designated National Team Training Centre or a permanent training location in the case of decentralized sports to pursue their high-performance athletic career, the AAP may assist in offsetting some of the relocation costs. The AAP will support only two moves during a carded athlete's career, either from home to the training centre/location or from the training centre to the carded athlete's home, under the following conditions:

- The move must be confirmed by the NSO by means of a supporting email and must not be covered by support recommended by Own the Podium;
- The return move from an approved training centre must be requested within 12 months from the last date of carding;
- Relocation Assistance is limited to costs associated with relocation to a maximum of \$750 per move;
- The following expenses may be considered for reimbursement: transportation (flight, train, bus, car/truck rental, ferry), gas, food (meal(s) during travel time) and hotel room;
- Carded athletes applying for Relocation Assistance must provide original receipts (or scanned copies) for expenses associated with the relocation as well as a copy of the completed Relocation Assistance form to the AAP. Athletes should hold onto the original receipts until their application has been approved.

The following procedures apply for payment:

- The athlete submits all required documentation to the AAP via email or mail;
- The AAP Manager reviews the request for assistance and may contact the NSO to validate any part of the claim. All incomplete applications will be returned to the athlete;
- If approved, the AAP reimburses the athlete directly

Support for New Parents

Funding to support additional expenses incurred as a new parent in the first 12 months from the date of birth, from the date of adoption or from the date when the child is placed into the adoptive parent's(s') custody. This 12-month period may or may not align with the carding cycle, but all expenses need to be incurred within that period to be eligible for reimbursement. Maximum eligible allowance per child is \$2,000.

The intent of the funding is to support the carded athlete with the costs associated with having a new child.

Eligible athletes include:

1. Any athlete who is currently carded.
2. If both parents are carded athletes, then both may apply for the funding separately while not exceeding the maximum allowable per child.

Eligible expenses include:

- Travel costs for a support person e.g. partner, spouse, grandparent, nanny etc. to travel to the NSO-required training camp or competition to provide babysitting and childcare support while the athlete attends the training session or competition. This includes airfare, ground travel, accommodation, meals.
- The expenses submitted must be incurred within the dates of the athletes' carding cycle and within the first 12 months of the birth of the child or the date of adoption.

Non-eligible expenses include:

- Expenses already covered by another funding source e.g. the NSO, OTP, the COC or CPC support to Olympic/Paralympic Games;
- Fees for service such as hourly pay rates, honorariums or salaries for nannies or other care givers either at the home of the athlete or while travelling with the NSO;
- Equipment, toys, or other basic necessities including formula or food for the child that would otherwise be required by all parents regardless of athlete status;

The following procedures apply for payment:

- The athlete submits an application form and all required documentation to the AAP via email within 3 months of the end of the applicable carding cycle. This includes the training camp(s) or competition(s) attended, the reason for the claim, a list of the expenses being claimed and proof of payment (receipts) for all claimed expenses;
- A copy of the birth certificate of the child or a copy of the adoption certificate if not already on file from a Child Dependent allowance claim;
- The claim must be endorsed by the NSO confirming that no other source of funding was provided to offset any of the claimed expenses and that the attended training camp or competition was a part of the required national team program;
- The AAP Manager reviews the request for assistance and may contact the NSO to validate any part of the claim. All incomplete applications will be returned to the athlete;
- If approved, the AAP reimburses the athlete directly.

Retirement Assistance

Athletes who have been carded for a minimum of three carding cycles at a Senior Card level (C1, SR, SR1, SR2 and SRH) may apply for a one-time maximum Retirement Assistance of \$5,000 to assist in their transition to retirement, within one year of the first day of their retirement.

Carded athletes applying for Retirement Assistance must provide:

- A letter outlining why they are in need of the transition to retirement support;
- A letter from their NSO confirming their retirement from National Team activities;
- A statement of their current income and expenses, as well as a forecast for the following year. These expenses must include rent, food and transportation expenses;
- A copy of the Canada Revenue Agency's Notice of Assessment for the most recent taxation year.

The following procedures apply for payment:

- The athlete submits all required documentation to the AAP via email or mail;
- The AAP Manager reviews the request for assistance and may contact the NSO to validate any part of the claim. All incomplete applications will be returned to the athlete;
- If approved, the AAP funds the athlete directly.

Section 9 Health Related Circumstances and Pregnancy

This section describes Athlete Assistance Program (AAP) policy and procedures for dealing with a carded athlete's illness, injury, pregnancy or other health-related circumstance.

9.1 Policy

Each National Sport Organization (NSO) must include in their criteria, a priority for handling illness, injury, pregnancy and other health-related circumstances. Criteria for health cards (DH and SRH) should align with the following AAP policy statements.

9.1.1 Short-term Curtailment of Training and Competition for Health-Related Reasons

Health-related circumstances that limit a carded athlete's training and competition for four months or fewer are a matter strictly between the NSO and the athlete and do not fall under AAP policy. Carded athletes so affected will continue to receive AAP financial support.

9.1.2 Long-term Curtailment of Training and Competition for Health-Related Reasons

Carded athletes who are unable to maintain full training and competition commitments for longer than four months because of injury, illness, pregnancy or another health-related circumstance, will continue to receive 100 percent of the AAP financial support to which they would otherwise be entitled, provided the following conditions are met:

- The carded athlete undertakes in writing, to train or rehabilitate, or both, under the supervision of the NSO, or its designate, for the period of time for which the athlete is unable to fulfil the training and competition commitments included in the Athlete/NSO Agreement, and at a level that minimizes risk to the athlete's personal health and ensures optimal return to full training and competition at the earliest possible date;
- The carded athlete signifies in writing, their intention to return to full high-performance training and competition at the earliest date possible following the illness, injury, pregnancy or other health-related circumstance;
- The affected athlete provides a positive prognosis from a NSO team physician or equivalent for their return to training and competition at the carded-athlete level in their sport normally within 8 to 12 months.

9.1.3 Failure to Meet Renewal Criteria for Health-Related Reasons

A carded athlete who, at the end of the carding cycle has not achieved the standard required for the renewal of carding status because of strictly health related reasons, including pregnancy, may be considered for re-nomination for the upcoming year provided the following conditions are met:

- The NSO's carding criteria includes a method to rank and nominate athletes who are injured, ill, pregnant or affected by other health-related circumstances at the D and/or SR levels;
- In the view of the NSO, the carded athlete's failure to attain the applicable carding standards is strictly related to an injury, illness, pregnancy or other health-related circumstance;

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- The carded athlete's notification must be initiated and provided by the athlete to the NSO in a timely manner, and must include a medical note clearly indicating the date that the athlete was advised to reduce or stop certain physical training or competition commitments because of an injury, illness, health concern or pregnancy or birth of the child;
 - A carded athlete who has failed to meet renewal criteria specifically due to pregnancy, should be prioritized for carding by the NSO's sport specific selection criteria priority ranking however, section 9.1.4 may apply for pregnancy card support from the AAP to eligible NSOs;
 - The carded athlete commits to a) regular check-ins with the NSO to discuss any additional supports they want to explore through sport partner programs or the NSO's integrated support team, that their medical support may deem necessary during the recovery from their health-related circumstance, and b) fulfilling all reasonable training and rehabilitation requirements aimed at a speedy return to full high-performance training and competition during the period of their injury, illness, pregnancy or other health-related circumstance, or will continue a rehabilitation program approved by the NSO (for pregnant athletes, this may or may not be prescribed by a medical or other practitioner based on the individual's pregnancy and birth circumstances);
 - The NSO, based on its technical judgement and that of a NSO team physician or equivalent, indicates in writing the expectation that the carded athlete will achieve at least the minimum standards required for carding during the upcoming carding period;
 - The carded athlete has demonstrated and continues to demonstrate their long-term commitment to high-performance training and competition goals, as well as signifying their intention to return to full high-performance training and competition throughout the carding period for which they wish to be renewed or at the earliest date possible despite not having met the carding criteria;
 - The NSO must provide evidence that the above requirements are being met in order to nominate athletes for carding based on the above provisions;
 - The athlete must have been carded in the cycle immediately prior to the cycle being considered for a health card;
 - An athlete who has met the eligibility and is being considered for a SR2 card will be nominated at that level rather than at the SRH level in the new cycle;
 - The health card is allocated for one full carding cycle (or less, if specified in the NSO carding criteria), at the same level of carding that the athlete was receiving in the previous carding cycle (D or SR).

9.1.4 Health Cards Related to Pregnancy

The AAP will, on a case-by-case basis, support those NSO sport disciplines with an assigned AAP quota (this does not apply to athletes being carded under section 2.5.5 in sports who do not meet the AAP eligibility requirements for NSOs and whose NSO does not have a sport specific AAP criteria) who recommend an athlete for a health card specifically related to pregnancy at the Senior (SR) level, and which have a priority for health-related circumstances in their sport specific criteria for SR level athletes, but who do not have the quota space to be able to card that athlete in their priority order for the upcoming carding cycle.

The AAP will support a NSO with a health card related to pregnancy at the SR level over and above the NSO's quota of cards if an athlete meets the conditions as outlined above in section 9.1.3 and is nominated by their NSO.

The AAP may consider allocating a second cycle of a health card related to pregnancy under this section should the achievement of a nomination under the sport-specific AAP criteria not be met due to ongoing health circumstances related to the pregnancy and/or birth of the child, and the NSO nominates the athlete based on the principles and conditions as outlined in section 9.1.3 above.

If after two cycles of a health-related card due to pregnancy the athlete is not able to meet the sport-specific AAP criteria, the athlete will be decarded and will be required to meet the sport specific standards for the following cycle.

Other considerations:

- A health card that is designated for pregnancy will not count against sport specific policies around restrictions to the number of years carded for health-related circumstances at SRH or the number of consecutive years carded for health-related circumstances at SRH;
- An athlete who is supported under 9.1.4 and who has most recently been carded at the SR1 level, may be carded at the SRH level rather than the SR2 level for that cycle;
- It must be clear for a nomination for a health card related to pregnancy that the athlete was tracking towards meeting the criteria and the program commitments but was unable to due directly to their pregnancy;
- The nomination for a health card related to pregnancy through the AAP supported quota per section 9.1.4 must come from and be supported by the NSO like all other nominations and be monitored in compliance with Section 9 of this policy.

9.1.5 Voluntary Withdrawal from Carded-Athlete Training and Competition for Health-Related Reasons

If a carded athlete wishes, for reasons related to injury, illness, pregnancy or other health-related circumstance, to voluntarily withdraw temporarily or permanently from normal training and competition requirements, the procedures for voluntary withdrawal from the AAP apply (see [Section 10](#)). The athlete will no longer be eligible for monthly Living and Training Allowance but will be eligible, if qualified, for deferred tuition and/or Supplementary AAP Retirement Allowance.

Section 10 Voluntary Withdrawal from the AAP or Declining AAP Support

This section describes the policy and procedures associated with voluntary withdrawal from the Athlete Assistance Program (AAP) or declining AAP support.

10.1 Policy

10.1.1 Voluntary Withdrawal from the AAP

Athletes may withdraw voluntarily from the AAP. This may involve retiring permanently, or temporarily relinquishing the commitments of carding.

Those wishing to withdraw voluntarily should express their wish to do so to their National Sport Organization (NSO).

Should a NSO fail to notify Sport Canada in a timely manner of a carded athlete's voluntary withdrawal and should this result in overpayment of AAP funds to that athlete, the NSO must facilitate the return of the overpaid funds to Sport Canada.

Carded athletes who retire permanently in mid-carding cycle will be entitled to two months of L/T allowance (and any already-approved supplementary support allowances) past the date of retirement within the carding cycle for transitional support* to help them adjust to their post-athletic situation. This does not preclude the athlete from applying for or receiving Supplementary AAP Retirement Allowance, Deferred Tuition or Relocation Assistance. (see Sub-[Section 8.1](#)).

*Such transitional support does not increase the total number of months of carding previously approved by the AAP, but allows athletes who retire mid-carding cycle to receive two of the remaining months left in their specific carding allocation if any remain at the time of retirement.

10.1.2. Declining AAP Support

If approved for carding, Eligible Athletes, may decline AAP support. If an athlete declines AAP financial support, the AAP support will go to the next ranked athlete that meets the published NSO-approved, AAP-compliant carding criteria.

Declining AAP support means that the athlete receives no Living and Training Allowance, Tuition Support or Supplementary AAP Support, but continues to be eligible to receive services from Canadian Sport Centres/Institutes. Athletes may however, access deferred tuition funds if they have any accumulated from previously carded years.

Declining AAP support for one year does not preclude the athlete from future funding, and the athlete retains the recognition as a "carded" athlete based on the level at which they qualify. For example, the limit on the number of years to use any accumulated deferred tuition is based on the "last day of carding" which in some cases, may mean it was a year that an athlete officially declined a nomination for carding.

10.2 Procedures

10.2.1 Voluntary Withdrawal from the AAP

When a NSO becomes aware or is informed that a carded athlete wishes to voluntarily withdraw from the AAP, it must advise the AAP **in writing** of the effective date of withdrawal.

Before Sport Canada withdraws a carded athlete's AAP support because of that athlete's decision to voluntarily withdraw from the AAP:

- The NSO shall provide written confirmation to the AAP that the athlete concerned has voluntarily withdrawn from the AAP;
- The AAP Manager will notify the athlete that AAP support is being withdrawn following written notice from the NSO that the athlete has voluntarily withdrawn from the AAP. This letter includes any conditions that may apply, as well as information about future support available, such as Deferred Tuition;
- The athlete has 30 days from receipt of the letter to make representations to the NSO regarding why his or her carded status should not be withdrawn.

After this 30 day period is over and due consideration has been given to any representations made by or on behalf of the athlete, Sport Canada may withdraw the athlete's carded status or continue AAP support if it is determined that the athlete has not voluntarily withdrawn from the AAP.

Any allowances previously paid to the athlete beyond the two month period of transitional support must be refunded by the athlete to the Receiver General for Canada. It is the responsibility of the NSO to facilitate the return of these funds to Sport Canada and the funds may not be reallocated until they have been returned to the AAP.

Section 11 Withdrawal of Carded Status

This section describes the policy and procedures associated with withdrawal of carded status.

11.1 Policy

Carded Athletes may have their carded status suspended or withdrawn under the following conditions:

- Failure to meet training or competition commitments;
- Violation of the Athlete/NSO agreement;
- Failure to meet athlete responsibilities outlined in the AAP policies and procedures;
- Gross breach of discipline including assertion of, or prosecution of a criminal offence;
- Investigation for cause; and
- Violations of anti-doping rules.

In most cases, the NSO makes the recommendation that carded status be withdrawn; however, Sport Canada may also withdraw carded status without a recommendation from the NSO. These situations are noted in the following sections.

Policies on anti-doping and AAP funding are outlined in [Section 12](#).

11.2 Procedure

11.2.1 Failure to Meet Training or Competition Commitments

Failure to meet agreed upon training or competition commitments may include:

- A decision by the carded athlete to live in an environment not conducive to high-performance achievement;
- Any deliberate action by the carded athlete that significantly risks or limits performance; or
- An inability to meet the training and competition obligations outlined in the carded athlete's annual training/competition plan or the Athlete/NSO Agreement for the particular carding cycle.

Note: Failure to achieve preset performance objectives does not in itself establish failure to meet agreed upon training or competition commitments.

If a NSO wishes to recommend withdrawal of carded status for an alleged failure to meet agreed upon training and competitive commitments, the NSO must first:

- Provide an oral warning to the athlete, including the steps and timelines to remedy the situation and the consequences of a failure to heed the warning;
- Follow-up with a written warning to the athlete if the oral warning is not heeded.

If the above steps are not successful in resolving the matter and the NSO still wishes to recommend withdrawal of carded status, the NSO must provide written notification to the AAP, with a copy to the athlete, recommending withdrawal of the athlete's carded status. This written notification must:

- Indicate the grounds on which the recommendation for withdrawal of carded status is being made;
- Indicate the steps already taken to address the issue (oral warning followed by formal letter of warning);

-
- Notify the athlete of his or her right to contest the NSO's recommendation to withdraw carded status through the NSO's internal appeal process within the prescribed time.

Following receipt of a written notification from a NSO recommending withdrawal of an athlete's carded status, the AAP will:

- Advise the athlete of the recommendation from the NSO;
- Enclose a copy of the recommendation in the letter to the athlete;
- Advise the athlete to contact the NSO if the athlete wishes to appeal the NSO's recommendation for the withdrawal of his or her carded status.

Once the period for initiating an appeal has expired and the athlete has not filed an appeal, the NSO must advise the AAP of the following in writing, with a copy to the athlete:

- The athlete has not appealed the recommendation to withdraw their carded status;
- Sport Canada may make a decision on the NSO's recommendation to withdraw the athlete's carded status.

Pending the resolution of an appeal, Sport Canada will continue to provide the athlete with AAP Living and Training Allowances for two months after the NSO's initial notification recommending withdrawal of the athlete's carded status.

If an appeal process continues for more than two months, the athlete may request that Sport Canada continue AAP support on a monthly basis until the appeal is resolved. Sport Canada will consider representations from the athlete to continue AAP support pending resolution of the appeal, based on the fact that:

- Withdrawal of support could cause financial hardship that would prevent the athlete from training; or
- There have been significant delays in the appeal process that were not caused by the athlete; or
- Any other matter that Sport Canada deems relevant to its determination.

Sport Canada may approve continued AAP funding subject to conditions.

The NSO must notify the AAP of the outcome of the appeal process and make a recommendation to Sport Canada that conforms to the final appeal decision.

When Sport Canada considers the recommendation made by the NSO, it may:

- Accept its recommendation and withdraw carded status from the athlete for the remainder of the carding cycle. The effective date of withdrawal of carded status will be two months following the date of the original letter from the NSO recommending withdrawal of the athlete's carded status;
- Make additional recommendations to either party if it believes some useful purpose might be served by doing so.

If Sport Canada decides to withdraw the athlete's carded status, the AAP must notify the athlete of the decision and the reasons behind the decision.

If Sport Canada wishes to withdraw an athlete's carded status for allegedly failing to meet training or competition requirements without the NSO's recommendation, the steps listed below under [Investigations for Cause](#) will apply.

11.2.2 Violation of the Athlete/NSO Agreement

If an athlete allegedly violates any of the obligations specified in his or her Athlete/NSO Agreement, the NSO may recommend withdrawal of carded status. In such cases, the steps listed in [Failure to Meet Training or Competitive Commitments](#) will apply.

11.2.3 The Athlete's Failure to Meet Responsibilities Outlined in AAP Policies

If Sport Canada wishes to withdraw an athlete's carded status because it has reason to believe the athlete has failed to meet responsibilities outlined in AAP policies, the steps listed in [Investigation for Cause](#) will apply.

11.2.4 Gross Breach of Discipline Including Assertion of, or Prosecution of a Criminal Offence

If the NSO decides to recommend the suspension or withdrawal of an athlete's carded status for an alleged gross breach of discipline, the steps listed in [Failure to Meet Training or Competitive Commitments](#) will apply.

If Sport Canada decides to suspend or withdraw an athlete's carded status, without the NSO's recommendation, because it has reason to believe the athlete has committed a gross breach of discipline, the steps listed in [Investigation for Cause](#) will apply.

If the NSO or Sport Canada decides to recommend the suspension or withdrawal of an athlete's carded status when an athlete has had a provisional measure or sanction imposed by the Canadian Safe Sport Program (CSSP) related to the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) that significantly limits sport participation, and those measures have been published in the CSSP Registry, or for an assertion of, or prosecution of a criminal offence, the following steps will apply:

- If an athlete has had a provisional measure imposed that significantly limits sport participation including *suspension from, and prohibition on, participation in all or part of the sport or activities of the sport organization* and/or has been sanctioned (sanctions that limit sport participation) by the CSSP or by the NSO, is incriminated or has been prosecuted for committing a crime under the Criminal Code of Canada or otherwise, AAP benefits will be placed on hold/suspended pending the determination of any crime or until such time as a final ruling is made on any investigation or subsequent appeal.
- If it is determined that the suspension (provisional measure) or sanction is lifted at the conclusion of the investigation or appeal, or that no criminal offence occurred and the athlete is cleared of all incrimination, the athlete's AAP benefits will be reinstated from the date of the start of the suspension of AAP funding.
 - If the suspension or sanction period starts and ends within the same carding cycle, the AAP benefits would resume at the start of the nearest first day of the month after the end of the suspension/sanction period and would continue until the end of the athletes' carding allocation or sport carding cycle.
 - A suspension or sanction must be equal to more than one month to affect any suspension of funds on the athlete.
- If it is determined that through the investigation, appeal or legal processes that the suspension and/or sanction is upheld, or that a criminal offence did occur, the athlete's AAP benefits will

be officially withdrawn as of the date of the initial suspension, sanction or assertion. Any overpayments made to the athlete will be required to be reimbursed to the AAP.

- If an athlete's carding is withdrawn due to an imposed suspension, sanction or legal measure related to a criminal offence and the athlete is sanctioned with sport ineligibility, the athlete's carding cannot be allocated to another athlete during that carding cycle.
- Following the period of ineligibility for AAP support, the athlete must meet the published NSO-approved, AAP-compliant carding criteria for the carding cycle for which the athlete is applying for support including all other AAP eligibility requirements and be nominated by the NSO.
- An athlete who is serving a provisional measure or sanction at the date of the start of the sport's carding cycle renewal is ineligible to be nominated for AAP support during that cycle.

11.2.5 Investigation for Cause

Investigation for cause may include, but is not limited to, making a false application to obtain AAP benefits for which the carded athlete would not otherwise have been eligible (for example, the AAP Living and Training Allowance, Tuition Support, or Supplementary AAP Support).

The following occurs in situations where Sport Canada decides to pursue an investigation for cause:

- The AAP Manager asks the NSO to undertake an investigation with appropriate due process regarding the specific allegations against the athlete. A copy of this letter is also sent to the athlete;
- Sport Canada will continue to provide the athlete with AAP allowances for two months after the AAP Manager's letter requesting an investigation is sent to the NSO. Following this two-month period, AAP financial benefits may be withheld pending resolution of the matter;
- Following this two month period, Sport Canada will consider representations from the athlete to continue AAP support on a monthly basis until the matter is resolved, including the following:
 - withdrawal of support could cause financial hardship that would prevent an athlete from training;
 - there have been significant delays in the investigation not caused by the athlete; or
 - any other matter that Sport Canada deems relevant to its determination.

Sport Canada may approve continued support subject to conditions.

Following receipt of the NSO's report of its investigation, Sport Canada may:

- withdraw the athlete's carded status effective from the beginning of the carding cycle;
- withdraw the athlete's carded status for the remainder of the carding cycle only; or
- reinstate AAP support if it is determined that the allegations against the athlete are groundless and if support was withheld pending the investigation or appeal.

If Sport Canada decides to withdraw carded status, the AAP Manager will notify the athlete of the allegations against them. The AAP Manager will also notify the athlete that they may make representations to Sport Canada stating the reasons why Sport Canada should not withdraw carded status. The athlete will also be advised that where there are valid reasons, a Sport Canada decision to withdraw carded status may be appealed by following the appeal procedures in [Section 13](#).

Sport Canada reserves the right to impose penalties for a false application above and beyond the immediate withdrawal of carded status. For example, Sport Canada may declare the athlete ineligible for AAP benefits for one full year from the time of the finding of a false application.

Athletes who have their carded status withdrawn because of a false application must refund any AAP benefits received. Furthermore, since NSOs endorse all AAP applications, NSOs are responsible for facilitating the refunding of AAP benefits by athletes in these circumstances.

11.2.6 Anti-Doping Rule Violations

Athletes who are asserted to have committed an anti-doping rule violation by the Canadian Centre for Ethics in Sport (CCES), an International Federation, a Major Games Organization, the World Anti-Doping Agency or any other anti-doping organization, will have their carded status placed on hold pending resolution of the matter.

The AAP will advise the athlete of any such hold.

If it is determined that an athlete has committed and is sanctioned for an anti-doping rule violation, Sport Canada will withdraw that athlete's carded status from the date of the sport ineligibility.

Note: For more information on the anti-doping policy related to AAP funding, refer to [Section 12](#).

Section 12 Policy on Anti-doping and AAP Support

This section describes the anti-doping policy related to Athlete Assistance Program (AAP) funding.

12.1 Policy

Athletes must respect and comply with the [Canadian Policy Against Doping in Sport-2011](#), as amended from time to time, and the Canadian Anti-Doping Program (CADP) of the Canadian Centre for Ethics in Sport (CCES) as a condition of funding under the AAP.

Furthermore, athletes must complete the CCES on line anti-doping education modules at the beginning of their carding cycle, and at times thereafter as required by Sport Canada. Failure to do so will result in AAP payments being withheld until requirements are completed.

It is the responsibility of the CCES to inform Sport Canada of an adverse analytical finding under the CADP or any other assertions by CCES that an athlete has committed an anti-doping rule violation.

It is the responsibility of the NSO to inform Sport Canada of all adverse analytical findings resulting from international testing or any other assertions that an athlete has committed an anti-doping rule violation.

If an athlete is asserted to have committed an anti-doping rule violation by CCES, an International Federation, a Major Games Organization, the World Anti-Doping Agency or any other anti-doping organization, AAP benefits will be placed on hold pending the determination of an anti-doping rule violation or until such time as a final ruling is made on any subsequent appeal.

If it is determined that no anti-doping rule violation occurred and there is no subsequent appeal, the athlete's AAP benefits will be reinstated from the date of the suspension of AAP funding.

Any athlete who has been sanctioned for an anti-doping rule violation pursuant to or recognized under the CADP or its predecessors resulting in a period of sport ineligibility of **less than two years** is ineligible to receive any AAP support **while serving their sport ineligibility sanction and is also** ineligible to be nominated for AAP support during this time.

Following the period of ineligibility for AAP support, the athlete must meet the published NSO-approved, AAP-compliant carding criteria for the carding cycle for which the athlete is applying for support including all other AAP eligibility requirements.

An athlete, who has been sanctioned for an anti-doping rule violation pursuant to or recognized under the CADP or its predecessors resulting in a **two year period of sport ineligibility or greater** and, where applicable, has not been reinstated, is **permanently ineligible** to receive any AAP support (including access to any deferred tuition credit the athlete may have had).

If an athlete's carding is withdrawn because of a finding that an anti-doping rule has been violated and the athlete is sanctioned with sport ineligibility, the athlete's carding cannot be allocated to another athlete during that carding cycle.

For more information on sanctions related to anti-doping, refer to [Sport Canada's Anti-Doping Sanctions](#).

Section 13 Appeals Policy

This section presents the appeals policy of the Athlete Assistance Program (AAP).

Definitions

For the purposes of this section:

- *AAP Decision* means a Sport Canada decision made under Section 6 ([Application for and Approval of Cards](#)) or Section 11 ([Withdrawal of Carding Status](#));
- *Appeal* means a review of an AAP Decision requested by an athlete or a National Sport Organization (NSO). (If an athlete makes such a request, Sport Canada will so inform the NSO)

Appeal does not include an appeal of a National Sport Organization's AAP nomination/re-nomination decision or of a NSO's recommendation to withdraw carding. These NSO decisions may be appealed only through the NSO's review process, which includes an application to the Sport Dispute Resolution Centre of Canada.

Appeal does not include an appeal of the administrative process of returning *Irregular Nominations* to the NSO as described in Section 6 ([Application for and Approval of Cards](#)).

For greater certainty, *Appeal* does not include a review of a published NSO-approved, AAP-compliant carding criteria;

- *Panel* means the Sport Canada Senior Director of the Programs Division (who is the Chair of the panel), the Manager of High Performance Partnerships (High Performance and Major Games Division), and a Manager within the Programs Division, who together review Appeals of AAP Decisions;
- *Days* shall mean total days, including weekends or holidays.

13.1 Policy Statement

Sport Canada is committed to a dispute-resolution system that is based on clear, consistent, and effective internal procedures for resolving disputes within Sport Canada.

Timing of Appeal

An athlete or a NSO who wishes to appeal an AAP Decision shall have 15 days from the communication of the decision for which the Appeal is being requested to initiate an appeal.

Any party wishing to initiate an appeal beyond the 15 day period must provide a written request stating the reasons for requesting an exemption from the requirement of the above paragraph. The decision to allow or not allow an appeal outside the 15 day period shall be at the sole discretion of the Sport Canada Senior Director of the Programs Division and cannot be appealed.

Requests for Appeal

Requests for an appeal of an AAP Decision, together with the reasons why the athlete or NSO is requesting an appeal, must be directed to the Manager of the AAP, who will refer the matter to the Panel for a decision.

The Panel will first assess if there are grounds for an appeal. An appeal may only be heard if there are sufficient grounds for appeal. Grounds for appeal include, but are not limited to:

- a) Insufficient authority or jurisdiction as set out in the governing documents;
- b) Procedural fairness;
- c) Legitimate expectation.

The Claimant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the above ‘grounds for appeal’ and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

If the appeal is denied on the basis of insufficient grounds the Claimant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.

Procedure for Documentary Appeal

The appeal shall be held by way of documentary submissions. The Panel shall govern the appeal by such procedures as it deems appropriate, provided that the basic principles of fairness—the right to know the case to be met and the right to make a case in response—are respected:

- All parties are given a reasonable opportunity to provide written submissions to the Panel, to review the written submissions of the other parties, and to provide written rebuttal and argument; and
- The applicable principles and timelines set out above are respected.

Information that may be Considered

As a general rule, the Panel will consider only information that was before the original decision maker, namely the following:

- Information provided by the NSO in its annual AAP submission;
- Published NSO-approved, AAP-compliant carding criteria; and
- Sport Canada Athlete Assistance Program Policies and Procedures (this document).

At its discretion, the Panel may consider new information that is material and that was not available at the time of the original decision.

Decision

Within 30 days of concluding the Appeal, the Panel shall issue its written decision, with reasons. In making its decision, the Panel shall have no greater authority than that of the original decision-maker. The Panel may decide to void, vary or confirm the decision being appealed.

13.2 Recourse Against a Decision of the Panel

An athlete or a NSO may seek recourse against a decision of the Panel only by applying for dispute resolution to the Sport Dispute Resolution Centre of Canada within 30 days of the communication of the decision that is being appealed.

The dispute resolution referred to in the previous paragraph will be conducted under the auspices of the SDRCC and pursuant to its Code of Procedure.

By applying for dispute resolution of a decision of the Panel before the SDRCC, the applicant agrees that all disputes regarding that decision shall be resolved through the SDRCC process and that he or she will not start any action or application for judicial review regarding any decision made by the Panel.

Notwithstanding any provisions of the SDRCC Code of Procedure, the decision being appealed may be set aside by the SDRCC arbitrator or by the SDRCC panel only if the athlete or NSO proves the following:

- Sport Canada failed to act in accordance with the *Athlete Assistance Program Policies and Procedures*;

-
- Sport Canada failed to observe a principle of natural justice or procedural fairness; or
 - The decision was based on an erroneous finding of fact made in a perverse or capricious manner or without regard for the material before it.

In cases where the decision being appealed is one taken by Sport Canada under Section 6 ([Application for and Approval of Cards](#)), the decision being appealed may be set aside only if the athlete or NSO proves that such breach in the decision-making process had a material impact on the athlete's ability to meet the established carding criteria.

The jurisdiction of the SDRCC arbitrator or SDRCC panel is limited to making a decision on the existence of an error and, where there is such a finding, to returning the matter with written reasons for the finding to Sport Canada for a proper decision.

Sport Canada will reconsider the matter in accordance with the principles established by the decision of the SDRCC arbitrator or SDRCC panel and render a new decision. This new Sport Canada decision shall be final and binding upon the parties.

Appendix A: Athlete Rationale Form - Individual Sports

Athlete's name:

National Team Level:

Card Level Nomination:

Rationale for carding (which criteria did the athlete met):

Personal coach:

Training location:

University/school (if applicable):

Fitness testing results (if required for carding support):

How will the athlete's training be monitored?

National Team Coach's comments on the athlete's performance in the previous year and on the athlete's objective for upcoming year:

Appendix B: Athlete Rationale Form - Team Sports

Athlete's name:

National Team Level:

Card Level Nomination:

Number of months:

Position & rank at position:

Overall rank on team:

Personal coach:

Training location:

Club/team name:

League:

Professional: Yes/No

University/school (if applicable):

International caps:

Fitness testing results (if required for carding support):

How will the athlete's training be monitored?

National Team Coach's comments on the athlete's performance in the previous year and on the athlete's objective for upcoming year:

Appendix C: MODEL Athlete/National Sport Organization (NSO) Agreement (updated April 2025)

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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: [NOTE: The below are suggested policies, including those required by Sport Canada. The NSO may have policies that cover these topics, as well as additional ones, that are not included in this list. Names of policies may vary]

(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;

(n) NSO Safe Sport 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;

“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;

“CSSP” means the Canadian Safe Sport Program

“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 international 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 but is not limited to information concerning:

- (a) Name
- (b) Address
- (c) Gender
- (d) Age
- (e) the physical or mental health of an individual;
- (f) any health service provided to an individual; or
- (g) 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;

"**Prohibited Substance**" means those substances and methods listed in the World Anti-Doping Agency's Prohibited List, as incorporated into the Canadian Anti-Doping Program.

"**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;

"**UCCMS**" means the Universal Code of Conduct to Prevent and Address Maltreatment in Sport

"**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 after the selection process has been published or up until the selection period commences unless there are circumstances that could be defined as a force majeure (ex pandemic);
- (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 in writing, and within a reasonable timeframe for athletes to initiate the NSO's internal appeal process, if necessary;
- (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 three (3) 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;
- (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. If the request is denied by the NSO, the NSO will provide written reasons for the decision;
- (e) set clear requirements and opportunities for personal sponsorships to be secured by the athletes for uniform and equipment in advance of the season,

by providing athletes with a list of uniform and equipment items, as well as locations on those items that the NSO has deemed appropriate for the athlete to secure personal sponsorship for; and

- (f) make best efforts to accommodate personal sponsorships secured by the athlete that meet the requirements set out by the NSO.

8. The Athlete will:

- (a) wear and/or use the Team Uniform and Equipment [define expectations either here or within a separate Dress Code appendix];
- (b) 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;
- (c) communicate any required modifications to the Designated Contact as needed or when the NSO seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by the NSO; and
- (d) respect the rules set out by the NSO on what uniform and equipment items, as well as location on those items, that the athlete can secure personal sponsorship for.

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 any requirements or obligations from the CCES as it relates to the Canadian Anti-Doping Program.

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 eligible costs, up to a maximum of \$750 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 at least 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) not participate in any competitions where federal government sport policy has determined that participation is not permitted. Should the federal government determine that a competition should not be attended due to policy, this will be communicated to the NSO, who will then be required to communicate this information to the athlete.
- (e) 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.

11. 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;
- (e) not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law; and
- (f) inform the athlete of a privacy breach once discovered and no later than 48 hours of the breach.

12. 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.

13. 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].

14. 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. The athlete and their medical team should also review and approve the recovery and rehabilitation program requested 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.

15. 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.

16. 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.

(d) A list of eligible health professionals with the ability to provide the NSO with a certificate describing the injury or illness as outlined in section 17 (b) are [NSO to list acceptable health professionals below – this list is a suggestion and is not limited to the following]:

- i. Medical doctor
- ii. Physiotherapist
- iii. Massage therapist
- iv. Athletic therapist
- v. Psychiatrist
- vi. Psychologist

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 prohibited 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 doping control conducted by the CCES or other authorized bodies. Doping control 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.

17. The NSO will:

- (a) ensure that the Athlete receives timely communications from the CCES, 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.

18. 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 when required by the NSO, IF, CCES, WADA or any other agency authorized to conduct testing;
- (b) complete the CCES online anti-doping courses, Clean Sport or Clean Sport Review 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 prohibited 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.

19. 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.

20. 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

21. 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.

22. 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.

- (a) NSOs and Athletes are free to negotiate and enter into one or more commercial agreements independently if no separate Athlete Commercial Agreement (“ACA”) is agreed to, so long as the NSO clearly provides sponsorship and commercial agreement policies for the athletes so that the athletes are aware of what properties they may or may not negotiate a contract for, including available uniform items and logo spaces, and possible length of contract.

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, sign an Athlete/NSO Agreement and complete the anti-doping and AAP education modules, as well as any other education modules that may be listed as required. 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:

<https://athletescan.ca/membership/legal-support/>

23. 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.

24. 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 Sport Canada and Federal government policies (e.g. Canadian Policy Against Doping in Sport, the Cannabis Act, the “UCCMS”), and 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.

25. 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.” Matters arising from the application of the UCCMS are exempt from this section and are subject only to the conditions described in the “Canadian Safe Sport Program” section of this Agreement.

Section 28 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. The process set out in the Agreement and in the [NSO Appeals Policy] constitutes the internal appeal process.

In addition, the Sport Dispute Resolution Centre of Canada (“SDRCC”) established various means of accessing its independent dispute resolution services, at no cost to the Athlete. For example, it offers Early Resolution Facilitation, which takes place before an internal appeal is conducted by the NSO. 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. This may serve to avoid a formal appeal process or to simplify it. If the matter is not fully resolved, the SDRCC would typically become an option once the internal appeal means are exhausted, which can take different forms: (a) the NSO or its internal appeal panel has rendered a final decision; (b) the NSO has failed to apply its internal appeal policy within reasonable time limits or on reasonable grounds; or (c) the NSO has waived the requirement to exhaust its internal appeal process.

More information about the SDRCC and its processes can be found at: <http://www.crdsc-sdrcc.ca>

26. The NSO will provide a hearing and/or appeal procedure with respect to any dispute between the Athlete and the NSO that conforms with the principles of natural justice and procedural fairness with respect to any dispute between the Athlete and the NSO which does not arise from the application of the UCCMS. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC, including reasonable time limits to do so. The details of this procedure will be published by the NSO under its [NSO Appeals Policy] found at [link or Appendix].
27. 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;
 - (c) that if the party receiving the Default Notice remedies the situation 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: and
 - (d) that the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out 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 file an appeal through the process set out in the [NSO Appeals Policy].
28. 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.

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.

29. 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].
30. 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].

Canadian Safe Sport Program (CSSP)

The objective of this section is to set out the respective obligations on the NSO and the Athlete regarding the advancement of a respectful sport culture that delivers quality, inclusive, accessible, welcoming, and safe sport experiences for all participants, including the athletes. The NSO and the Athlete understand and agree that they each play a part in fostering safe sport experiences and upholding the principles laid out in the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (the “UCCMS”) which are incorporated by references into the Canadian Safe Sport Program (“CSSP”). The CSSP recognizes the CCES as the body mandated to independently administer and enforce the UCCMS for sport organizations, by receiving and responding to reports of prohibited behaviour, and by developing and carrying out education, prevention and policy activities.

31. The NSO will:

- (a) Expressly accept and adopt the CSSP and comply with the rights, obligations and responsibilities as outlined in the Adoption Contract. (<https://cces.ca/safe-sport-program>);
- (b) Ensure that all NSO policies, procedures or other actions, are consistent with the UCCMS and the CSSP Rules;
- (c) Ensure that none of this Agreement, any other NSO policy, procedure or other action, are used by the NSO to restrict the Athlete's ability to exercise their rights, protections or responsibilities under the CSSP Rules;
- (d) Obtain the informed consent of the Athlete to be subject to the CSSP Rules and its administration and enforcement processes through the CCES's mandatory Safe Sport 2025 e-learning and track the completion of this training;
- (e) Refer to the CCES on all applicable matters relevant to the CSSP Rules so that they may be addressed in accordance with the administration and enforcement under the CSSP rules;
- (f) Provide periodic safe sport and/or dispute resolution training opportunities to the Athlete and everyone interacting with or making decisions affecting the Athlete;
- (g) Distribute and/or facilitate access, in a timely manner relevant information, tools, services and resources made available from time to time by the CCES for participants under the CSSP Rules, including the Athlete;
- (h) Fully cooperate in good faith as part of any process related to the administration and enforcement of the CSSP Rules; and
- (i) Ensure that any sanctions or measures which are imposed in accordance with the CSSP Rules, are implemented, respected, and adhered to.

32. The Athlete will:

- (a) Familiarize themselves with the UCCMS and the CSSP Rules through the completion of the mandatory Safe Sport 2025 e-learning module and consent;
- (b) Act in a manner consistent with the CSSP Rules; and
- (c) Fully cooperate in good faith as part of any relevant process for which Athlete participation is required in relation to the administration and enforcement of the CSSP Rules.

Insurance

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

33. The NSO will provide the Athlete with the option of enrolment in insurance.
34. 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

35. 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").
36. 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.

37. 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.
38. 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.

39. 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

40. 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

41. 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;
42. 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.
43. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
44. This Agreement should be provided by the NSO to the athlete with at least one (1) month for the athlete to review and seek independent legal advice if needed prior to the deadline to sign this Agreement.
45. The athlete has the right to negotiate this Agreement with the NSO.
46. The Athlete and NSO confirm that they 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

[Jane Doe] – Authorized Representative

Signed by [ATHLETE NAME]
in the presence of:

Signature of Witness

Name of Witness

[ATHLETE NAME]

Occupation of Witness

Appendix D: Athlete Commercial Agreement (ACA) Template

(Annotated)

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IMPORTANT NOTICE TO ATHLETE AND NATIONAL SPORT ORGANIZATION (“NSO”)

Between 2015 and 2019, AthletesCAN, together with system stakeholders, experts, NSO and athlete leaders undertook a detailed review of athlete agreements in the Canadian sport landscape. As a result, they created the template Athlete Agreement, which is now recommended by Sport Canada and available for adoption.

One central recommendation that came out of the review process was to separate the athlete / NSO commercial and performance relationships into parallel agreements. What followed was a process where athlete and NSO leaders, together with marketing and legal experts, created the Athlete Commercial Agreement Template. The Athlete Commercial Agreement Template is intended for both athletes and NSOs to come to a mutually beneficial, reciprocal agreement to foster their commercial relationship.

The ACA is intended to:

- invoke an honest and transparent relationship between NSO and the athlete;
- recognize the significant investment NSOs are making in the development of athletes, the significant sacrifices athletes make to represent their NSO and country on the international stage, and the role athletes have in the achievement of NSO’s marketing objectives;

- honour the value of athletes (as people, high performance athletes and ambassadors for sport);
- inform and educate the athlete on their role as an ambassador; and
- ensure the joint responsibility NSOs and athletes have with respect to the success of the business of the organization.

Underpinning the ACA is the notion that an NSO is the exclusive rights holder of its marks, logos, and uniforms, and has the authority to designate the equipment and uniform that athletes use/wear at events, activities and competitions; and that athletes are the exclusive rights holder to their marketing rights and should have priority and full say over commercial exploitation of those rights. The ACA outlines what NSOs and athletes have agreed to in terms of transferring certain rights to each other.

It is best practice, before an athlete signs the ACA, to carefully examine it to be sure that all terms and conditions agreed upon have been incorporated, and that they fully understand these terms and conditions as presented. To aid the parties in this process, the ACA has been annotated to further define the various sections in plain language. Annotations appear through the ACA in **bold text boxes**. Should an athlete have any questions or concerns, they should address them immediately with the designated NSO contact.

Athlete Commercial Agreement

THIS AGREEMENT, is made as of the [date] (the “Effective Date”)

BETWEEN:

[NAME OF ATHLETE]

(the “Athlete”)

AND:

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

[ADDRESS] _____

(the “National Sport Organization” or “NSO” and together with the Athlete, collectively the “Parties” or individually a “Party”)

WHEREAS the Athlete has signed an athlete agreement (the “Athlete Agreement”) with the NSO, which governs the terms and conditions relating to eligibility, performance and personal conduct pertaining to the Athlete being part of a Canadian National [SPORT] Team program;

AND WHEREAS this athlete commercial agreement (“ACA”) addresses the terms under which the Athlete has sponsorship and commercial relationships with third parties that are independent and separate from the sponsorship and commercial relationships entering into between the NSO and third parties, and forms an agreement that is separate and distinct from the Athlete Agreement;

AND WHEREAS the Athlete is interested in fostering the high-performance relationship with the NSO outlined in the Athlete Agreement and in this ACA;

AND WHEREAS the Athlete has a right to and is interested in growing and promoting their own image and commercial interests;

AND WHEREAS subject to the terms contained herein the Athlete has agreed to assist the NSO by participating in NSO promotional projects, activities, and events and allowing the NSO to use the Athlete’s commercial rights;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

It is important to read these terms and understand their definitions, as they will appear throughout this agreement and directly inform your involvement in the organization.

For the purposes of this ACA, the following words or phrases shall have the meanings set out below:

“Apparel” means any clothing or equipment provided by the NSO to the Athlete.

“Athlete’s Imagery” has the meaning ascribed to it in Section 3.1(d).

“Collective Use” means the NSO’s Commercial Use of the images of [#] or more high performance program (“HPP”) athletes, which images must be portrayed with [#] or more athletes in one promotional piece, or may be a mosaic of [#] or more individual athlete images forged into one promotional piece where all individual athletes are equally prominent in the image. Collective use shall not imply that any individual athlete endorses any product and/or service.

“Commercial Use” means NSO’s promotional activities pursuant to an agreement between the NSO and an NSO Commercial Partner, including those featuring any of NSOs or NSO Commercial Partners’ names, marks, brands, logos or other identifying intellectual property.

“Conflict of Interest” for purpose this Agreement means a situation where the requirements or obligations under contract owing by a Party are incompatible or inconsistent with the requirements or obligations under contract by the other Party. Without limiting the foregoing, Conflicts of Interest can arise from clauses that restrict entering into agreements with businesses that are competitors to the contracting party, agreements that mandate or restrict usage or placements of marks and/or logos of a person, and/or agreements with entities that could reasonably bring a Party’s reputation into disrepute.

“Contract Territory” means worldwide. [Note to NSOs: Different rules may apply depending on where your HPP teams compete based on IF or other federation rules, so you will need to consider whether worldwide rights are really needed or not. AthletesCAN would recommend that an NSO clearly articulates to the Athlete whenever there is an opportunity for them to feature their personal endorsements on the field of play, in accordance with any NSO/IF rules that apply.]

“Dress Code” means the direction provided by the NSO to the Athlete regarding the wearing of Apparel, non-designated apparel, accessories or products. [Note to NSOs: As a reciprocal obligation, specifics regarding apparel minimums should be provided to the Athlete in a Dress Code].

“Force Majeure” means acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, pandemics, epidemics, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

“Fundraising Activity” means a staged event created for the purpose of raising funds through donations, silent auctions or other means.

“IF” means **[* Insert Name of applicable international sports federation]**.

“In-Uniform Athlete Imagery” means photographs, videos or film images, or other likenesses or images of the Athlete where the Athlete is wearing Apparel or NSO team logos or marks.

“Marketing Rights” means promotional and advertising rights to the Athlete’s imagery, voice, name, personality, likeness and fame gained in **[specific sport]** as a member of the NSO’s HPP to promote the NSO and the NSO’s athletes, and includes all Athlete images whether captured at NSO Sanctioned Activities or otherwise and used in any media whatsoever.

“Media Appearance” means an event arranged for the purpose of interacting with media representatives, including print, television, radio, and online to promote the NSO, the NSO’s athletes, and the NSO’s Partners.

“Meet and Greet” means an informal, non-speaking engagement aimed at establishing personal relationships with potential partners and the Canadian public.

“Non-Commercial Use” means any use of Marketing Rights by the NSO other than with NSO Commercial Partners and solely for the purposes of promoting the NSO using NSO marks on a stand-alone basis, or in conjunction with non-NSO Commercial Partners marks, such as **[IF]** marks or NSO/**[IF]** event marks provided further that such use is not affiliated or attached to any NSO partner promotion, activation or activity.

“NSO Commercial Partners” means all commercial entities with whom NSO has an agreement other than: government entities, Canadian provincial or national sports federations, IFs, International Olympic Committee and the Canadian Olympic Committee.

“NSO IP” means the trademarks, logos, brand, marks owned by the NSO, including the phrases “Canadian **[Sport]** National Team”, “Canadian **[Sport]** World Championship Team”, “Canadian **[Sport]** High Performance Program”.

“NSO Partners” includes all NSO Commercial Partners and non-NSO Commercial Partners.

“NSO Sanctioned Activities” means NSO training camps, competitions, fitness testing, NSO or **[IF organized meetings – if applicable]**, Press Conferences, Fundraising Activities, Meet and Greets and Personal Appearances/Promotional Days.

“Out-of-Uniform Athlete Imagery” means photographs, video or film images, or other likenesses or images of the Athlete without NSO team logos or marks or Apparel.

“Personal Appearance/Promotional Day” means a planned engagement arranged by the NSO or NSO Partner involving the Athlete designed at least in part to highlight or promote a specific achievement or achievements by the Athlete where such Athlete was competing on behalf or otherwise representing the NSO, or to promote the Athlete generally.

“Press Conference” means an event to which the Athlete has been invited and which is held in conjunction with an NSO and/or a non-NSO Commercial Entity competition or event to promote the competition or event in connection with the Athlete.

“Production Day” means a planned engagement to which the Athlete has been invited at the request of the NSO or an NSO Partner for the purposes of creating and developing commercial and promotional assets to support the NSO’s marketing, public relations and communications strategy and program in connection with the Athlete.

“Social Media” includes, but is not limited to, the following platforms: Facebook, Twitter, blogs, personal websites, Pinterest, Instagram, SnapChat, WhatsApp and all other digital platforms accessible by the public, or a defined user-group.

“Social Media Posts” means digital media entries, reports, messages or endorsements written by the Athlete or provided by the NSO for Athlete’s use on Social Media.

“Term” means the same duration as that set out in the Athlete Agreement, unless terminated in accordance with the termination provisions herein.

ARTICLE 2: GENERAL OUTLINE OF MARKETING RIGHTS

As a member of the national team, the Athlete has two (2) roles: as a high-performance Athlete (as outlined in the Athlete Agreement) and as an ambassador for their sport and organization (as outlined in this ACA). Both roles are of equal importance, as the Athlete's contributions to the NSO in the role of an ambassador will help drive the business of the NSO which helps finance the pursuit of the Athlete's athletic endeavors.

The NSO will make a significant investment in the Athlete's growth and development, and in return, requires the Athlete's support in the role of an ambassador. The NSO also enjoys the benefit of the Athlete's personal sacrifices to achieve successes on behalf of the NSO as well as the personal character and grass roots support that the Athlete brings to the sport in which the Athlete trains and competes.

Some common marketing objectives for the NSOs include driving awareness and growing participation in their sport, which leads to increased engagement with Canadians, which will ultimately help recruit new sponsors. New sponsors are often integral to the continued financial health of an NSO and allow the Athlete to continue pursuing their athletic goals with an appropriate amount of support in return. As such, the Athlete's role as an ambassador is very valuable to the NSO and the Athlete's marketing rights are the basis of what the Athlete has to offer.

Athletes also provide value to the NSO by contributing content through their athletic performances that can be packaged and sold to broadcasters, sponsors and ticket buyers. Content is increasingly valuable and is being used in activations and other marketing vehicles.

This section outlines the proper use of the Athlete's marketing rights, of which there are two (2) general applications: non-commercial purposes (i.e. for the NSO to promote the Athlete's sport or its events) and commercial purposes (usually attached to a business outcome for a sponsor). This section also outlines how the Athlete's marketing rights can be used to secure team sponsors and personal sponsors.

Any sponsor of the NSO is considered a team sponsor, and the NSO can only use Athlete's marketing rights commercially for a team sponsor. Any marketing campaigns for a team sponsor must have a minimum of [x] athletes present in equal prominence – this is defined as "Collective Use" and is important because it respects and protects the Athlete's marketing rights for personal sponsors. The NSO cannot use the Athlete's individual marketing rights for its own sponsor, unless they are compensating the Athlete.

The Athlete can secure their own personal sponsors, so long as they do not conflict with any team sponsors (i.e. be in the same business category). It is best practice for the Athlete to provide the NSO with an updated list of their personal sponsors each season, to ensure clear communication and business practices.

Note: The standard minimum number of athletes for the promotion of a team sponsor is three (3) for individual sports and five (5) for team sports.

This section also addresses, in part, how to help prevent and address conflicts of interest.

The Parties agree that:

2.1 Acknowledgement

- (a) Subject to the terms contained herein, the Athlete may enter into separate commercial and non-commercial agreements with persons that impact the use of the Athlete's Marketing Rights and the NSO IP.
- (b) Except as otherwise expressly set out herein, the NSO shall not use the Athlete's Marketing Rights without the prior written consent of the Athlete, such consent not to be unreasonably withheld or delayed; and the Athlete shall not allow the use of the Athlete's Marketing Rights which contain marks, brands, logos, uniform, or other identifying intellectual property of the NSO, or marks, brands, logos, uniform, or other identifying intellectual property of the NSO Commercial Partner without the prior written consent of the NSO, such consent not to be unreasonably withheld or delayed.

2.2 NSO Rights

- (a) Non-Commercial Use
 - (i) During the Term, the Athlete grants the NSO permission to use the Marketing Rights for Non-Commercial Use.
 - (ii) After the Term, the NSO may only continue to make Non-Commercial Use of the Athlete's Marketing Rights with the prior written consent of the Athlete which may be given or withheld at the Athlete's sole discretion.
- (b) Commercial Use – Non-Collective Use.
 - (i) For each non-Collective Use NSO wishes to make of the Marketing Rights, NSO must obtain the Athlete's prior written consent, which may be given or withheld at the Athlete's sole discretion, and such use shall be subject further to the terms of Appendix "1" to this Agreement.
- (c) Collective Use.
 - (i) During the Term, the Athlete grants the NSO permission to Collective Use of the Marketing Rights.
 - (ii) After the Term, the NSO may make Collective Use of the Athlete's Marketing Rights only with the prior written consent of the Athlete, which may be given or withheld at the Athlete's sole discretion.

2.3 Other Restrictions on NSO Use of Marketing Rights.

In all instances,

- (a) Any use of Out-of-Uniform Athlete Imagery requires the prior written consent of the Athlete, which may be given or withheld at the Athlete's sole discretion.

- (b) The NSO must obtain prior written consent from the Athlete to assign its rights under this ACA to a third-party, such Athlete consent not to be unreasonably withheld or delayed. This provision shall survive termination of this Agreement.

2.4 Athlete's Rights

- (a) **Non-Commercial Use.** The Athlete has the right to use their own individual image from NSO Sanctioned Events and NSO marketing activities, regardless of who captures the image, and NSO grants Athlete a worldwide, perpetual right for purposes that do not generate fees or other compensation for the Athlete, use of marks, logos, and Apparel to Athlete. The Athlete shall not remove or conceal any NSO sponsor logos from Apparel without the prior written consent of the NSO, such consent not to be unreasonably withheld or delayed.
- (b) **Commercial Use**
 - (i) The NSO acknowledges and agrees that the Athlete may seek personal endorsements, sponsorship or participate in other commercial activities for the Athlete's personal gain.
 - (ii) In relation to all agreements pursuant to which the Athlete may be paid a fee or provided certain other compensation ("commercial agreement"), the Athlete must obtain prior written consent from the NSO to use the name, marks, logos, uniforms or other intellectual property of the NSO, or if the Athlete enters into a commercial agreement that includes openly identifying the Athlete with an NSO-related team or NSO marketing activities, denotes the Athlete as a member of the NSO's HPP, or implies an affiliation with any other NSO controlled program or entity, such consent not to be unreasonably withheld or delayed.
- (c) The Athlete must obtain prior written consent from the NSO to assign its rights under this ACA to a third-party. The NSO consent for Commercial Use and allowing assignment of rights must not be unreasonably withheld or delayed. This provision shall survive termination of this Agreement.
- (d) Upon prior written consent from NSO, such consent not to be unreasonably withheld or delayed, the Athlete may add the logo of a third-party to Apparel, as long as it conforms to the requirements of all applicable rules, including placement of the logo.

ARTICLE 3: ATHLETE COMMITMENT TO MARKETING RIGHTS

In exchange for the investment the NSO is making in the Athlete, the Athlete is asked to give Marketing Rights, time and effort in a clearly defined list of activities each season, as part of their role as an ambassador. These are outlined in Appendix 1.

It's important to note that the NSO cannot 'carry over' marketing appearances or activities outlined in Appendix 1 from season to season or outside of the Term of this ACA.

All expenses related to the Athlete's fulfillment of marketing appearances or activities outlined in Appendix 1 (travel, food, etc.) are the responsibility of NSO or the team sponsor to cover.

The NSO is only required to provide the Athlete with additional compensation if they want to use the Athlete's individual Marketing Rights for Commercial Use. Ultimately, the Athlete has the decision as to whether this happens or not, and they should be negotiating directly with the sponsor inquiring.

3.1 The Athlete agrees to:

- (a) Attend at all NSO Sanctioned Activities, as agreed upon in and subject to the terms of Appendix "1", provided that:
 - (i) the Athlete is provided with advance notice of no later than thirty (30) calendar days prior to the NSO Sanctioned Activity (unless expressly waived by the Athlete);
 - (ii) that the NSO Sanctioned Activities do not unreasonably interfere with the Athlete's training program, work or competition schedule;
 - (iii) that the Athlete is compensated as agreed upon in Appendix "1"; and
 - (iv) costs associated with attendance, including travel, accommodation, and expenses are borne by the NSO. If the NSO does not have an internal travel policy, the Travel Directive as published by the National Joint Council shall apply.
- (b) Comply with the Dress Code while traveling to and during any NSO Sanctioned Activities or other HPP-related events. Specifically, the Athlete shall not remove or conceal any NSO sponsor logos on Apparel at any time or contravene the Dress Code without the prior written consent of the NSO.
- (c) Not wear apparel, accessories or products during any NSO Sanctioned Activity without the prior written consent of the NSO that will:
 - (i) contravene the Dress Code; or
 - (ii) contravene the agreements with NSO's commercial partners.

- (d) Use best efforts to provide responses within ten (10) business days of any proposed use by the NSO of any In-Uniform Athlete Imagery or Out-of-Uniform Athlete Imagery (collectively, the “**Athlete’s Imagery**”) (the “**Approval Period**”). Failure by Athlete to respond within the Approval Period shall be deemed to be a lack of approval by the Athlete, however, the Athlete shall use commercially reasonable efforts to provide reasons for any lack of approval. **[All approvals on behalf of the Athlete shall be administered through *insert authorized agent, if any*].**

ARTICLE 4: NSO COMMITMENT TO MARKETING RIGHTS

This section relates to the parameters around the NSO's use of the Athlete's Marketing Rights to assist with the achievement of the NSO's marketing objectives.

To assist the Athlete in securing personal sponsors, the NSO may be willing to provide the Athlete with an area on their equipment or apparel to display the logo of their personal sponsor when the Athlete is competing in an NSO sanctioned event. The placement of the logo on the Athlete's equipment or apparel is to be decided by the NSO and/or Athlete's IF, if designated rules exist. If the Athlete's events are broadcast on television or live-streamed online, the Athlete's personal sponsor should be able to view their logo in the designated area, which can assist the Athlete with their marketing objectives.

4.1 The NSO agrees:

- (a) To allow the Athlete to add the logo of at least one (1) personal commercial partner to each of piece of Apparel, as long as it conforms to the requirements of the IF rules and any competition-specific rules. The NSO will advise the Athlete as to the placement of the logo.
- (b) Not to create or exploit any item used in connection with the Athlete's Imagery unless and until the same has been approved by the Athlete in writing, provided that such proposed use of the Athlete's Imagery in connection with the created or exploited item does not constitute Collective Use, in which case approval of the Athlete is not required pursuant to Section 2.3(c).
- (c) Provide to the Athlete, upon written request and within a reasonable time, the Athlete's Imagery when owned or procured by the NSO, which the Athlete may use to advance their own non-commercial and/or commercial interests in accordance with the terms of this Agreement, provided that all commercial markings of the NSO and the NSO's Partners in said imagery will not be altered nor removed without the prior written consent of the NSO. The NSO will not unreasonably withhold or delay such consent.
- (d) From time to time, provide the Athlete with resources to assist the Athlete in promoting their involvement with the NSO's HPP. Resources may include, but are not limited to traditional media training, social media training, key messaging, talking points, media briefing documents or template messages to be deployed on social media platforms.
- (e) Not disparage the Athlete's partners and generally adhere to the NSO's Code of Conduct appended to the Athlete Agreement **[and available on the NSO's website]**.

ARTICLE 5: NSO MARKETING RIGHTS

This section outlines the other assets the NSO has to market the organization including its logo and marks. The NSO can affix its logo to any of the Athlete's apparel and equipment they are competing in when representing the NSO, or at NSO sanctioned events which include non-competition activities.

5.1 The NSO represents and warrants, and the Athlete acknowledges, that the NSO:

- (a) Owns and controls the use of the NSO IP.
- (b) Has the right to licence the use of the NSO's logos, marks, materials, phrases, and representations identified in Section 5.1(a) above to the NSO's Partners, including sponsors, suppliers, licensees, and such other commercial partners as it may choose.
- (c) Subject to any restrictions set out in this ACA, in its sole discretion, the NSO has the right to designate the Dress Code for NSO Sanctioned Activities and to affix the logos, images or names of the NSO's Partners on Apparel worn by the Athlete in NSO Sanctioned Activities and all other HPP events so long as such affixation of logos, images or names does not create a Conflict of Interest with the Athlete's commercial partners, as further outlined in **Appendix “#”**.

ARTICLE 6: Conflicts of Interest

This section outlines the obligations of both the Athlete and the NSO regarding the management of conflict of interest between the NSO and third party commercial agreements. A conflict of interest is a situation where the contractual or business requirements or obligations of one Party are incompatible or inconsistent with the requirements or obligations of other Party. Conflicts of interest can arise from clauses that restrict entering into agreements with businesses that are competitors to the contracting party, agreements that mandate or restrict usage or placements of marks and/or logos of a person, and/or agreements with entities that could reasonably bring a Party's reputation into disrepute. Put simply, the parties' interests are in conflict with one another.

5.2 In addition to the restrictions set out in Article,

- (a) The parties acknowledge that the Athlete's and the NSO's ability to prevent and navigate any Conflicts of Interests will depend, in part, on timely and ongoing communication between the Athlete and the NSO regarding commercial agreements with third parties that may impact the other Party's interests. Each of the Athlete and NSO covenant to communicate to the other in a timely manner regarding all agreements that have been or are about to be entered into with persons which may impact the other Party's ability to use the Marketing Rights; provided however that each Party shall respect obligations of confidentiality mandated by any such third-party entity.
- (b) In support of the foregoing, the (i) NSO shall, on an ongoing basis, provide the Athlete a listing of all NSO commercial partners, outlining any exclusivities granted to the NSO's commercial partners and all terms that may impact the Athlete's ability to exploit for commercial or non-commercial purposes the Athlete's marketing Rights and (ii) the Athlete agrees to provide to the NSO, on an ongoing basis, a list of all entities with whom the Athlete has an agreement, outlining any exclusivities granted to Athlete's commercial partner in order to make the NSO aware of any potential conflicts with its own existing or future commercial partners.
- (c) In the event that a Conflict of Interest arises with respect to the matters described in this Agreement, the provisions outlined in the NSO's **[Dispute Resolution Policy]** shall govern the actions taken by the Parties.

ARTICLE 7: ATHLETE COMMERCIAL CONTRACTS

This section is related to the Athlete's pursuit of personal sponsorships which most often take the form of an exchange of rights to market the Athlete's image and story in exchange for something of value. This usually takes the form of money or "value in kind" – meaning something of value other than cash, such as a free phone or a vehicle.

As agreed above, the Athlete must make reasonable efforts to ensure that any of their personal commercial partners that conflict with any of NSO's team sponsors (i.e. commercial partners in the same business category) do not negatively affect the NSO's relationship with their own commercial partners. For example, if the NSO's team sponsor is Petro-Canada, Esso would be an example of competing sponsors and therefore conflicting – likewise for McDonalds and Subway. Exchanging lists of commercial partners at the start of each season will help avoid these situations. As well, the Athlete and NSO should ask their commercial partners who they consider to be their competition, since business conflicts are not always obvious. For example, because of their exclusive relationship with Coke, McDonalds considers Pepsi to be a conflicting entity.

7.1 The Athlete may enter into individual, personal contracts that promote, advance or further the Athlete's own reputation and commercial interests, provided:

- (a) The contract(s) do not violate [IF] rules and regulations, specifically including the [NSO's please provide specific references here to your set of IF rules that pertain to marketing, competition apparel or equipment logos/branding, etc. for the ease of reference of the Athlete] attached as [Appendix "#"] to this ACA, as they may be updated from time to time.
- (b) The contract(s) do not require the Athlete to engage in any conduct or activities that would put the Athlete in conflict with their obligations set out in this ACA or in the Athlete Agreement. [NSOs to consider their Codes of Conduct and any specific provisions that may apply to image, reputation and goodwill of the NSO and NSO brand may be added or referred to here.]
- (c) The Athlete will not disparage any NSO partners and will generally adhere to the NSO's Code of Conduct appended to the Athlete Agreement [and available on the NSO's website].
- (d) The Athlete agrees to abide by the NSO's process [as set out in Appendix "#"] to this ACA] with respect to the clearance of the Athlete's personal endorsements by the NSO. The NSO will not unreasonably refuse to provide its consent to any Athlete personal endorsement so long as it is in compliance with including but not limited to Sections 2.5 and 3.1 and any other applicable provision in this ACA. Further, the NSO agrees to provide its response to Athlete within ten (10) business days.

ARTICLE 8: INDEMNITY

This section explains that the NSO affords the Athlete certain protections from liability in the event of conflict or negative consequences that may arise from the NSO's use of the Athlete's Marketing Rights at an NSO Sanctioned Event, or with an NSO team sponsor or commercial partner. For example, if the NSO used an image of the athlete and did not properly credit the photographer, and the photographer took issue with the NSO, the NSO could not take action against the athlete for that error.

8.1 The NSO agrees to protect, indemnify and save harmless the Athlete from and against any and all expenses, liabilities, damages, claims, suits, actions, judgments and costs whatsoever, including, without limitation, legal fees and court costs arising out of, or in any way connected to:

- (a) Any actions or omissions of the NSO including, but not limited to, the infringement of any patent, trademark or other proprietary or contractual rights to any third party, any claim or action for personal injury, death or other cause of action, or any use of the Athlete Marketing Rights by the NSO, including any claims related to advertising or marketing materials furnished by or on behalf of the NSO.
- (b) In connection with any contests or sweepstakes conducted or promoted by the NSO or on behalf of NSO.

ARTICLE 9: MEDIA RELATIONS AND SOCIAL MEDIA

This section outlines the responsibility that the Athlete and the NSO have in being professional in their joint interactions with members of the media.

It is important for the Athlete to be in constant communication with the staff member(s) of the NSO tasked with managing media requests and interviews, especially if the Athlete is dealing with any sensitive subject matter that could impact the NSO, for example, injury/illness or funding.

If the Athlete requires coaching or assistance for managing their interactions with the media, they should ask the staff member(s) of the NSO for assistance.

The use of social media platforms are critical to the success of both the Athlete and the NSO achieving their marketing objectives as well as satisfying the demands of the NSO's commercial partners and the Athlete's personal sponsors.

In order to ensure the financial health of the NSO, and for the Athlete to continue to pursue their athletic goals as an ambassador, it is important for the Athlete to assist the NSO with social media requests from sponsors from time to time where appropriate. To protect the Athlete's individual marketing rights the Athlete should use the term "team sponsor" in any of their posts, tweets, etc. regarding the NSO's commercial partners.

As an ambassador, it is also the Athlete's responsibility to act in an appropriate manner on social media platforms as the Athlete has a public profile and their comments could be used against them. The Athlete should refrain from posting anything that would negatively impact their ability to secure personal sponsors or that could negatively impact the NSO or their teammates. Referring to the NSO's Social Media Policy is a helpful way to learn more important social media tactics and restrictions.

9.1 The Parties agree that:

- (a) The NSO's Code of Conduct and the NSO's **Social Media Policy** will govern each respective Party's behaviour with respect to all media interaction and use of social media.

ARTICLE 10: GENERAL

10.1 The Parties agree that:

- (a) Any dispute under this ACA will be attempted to be resolved pursuant to the NSO's **[Dispute Resolution Policy]** as may be amended from time to time.
- (b) The ACA shall be interpreted by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (c) Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this ACA, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- (d) If any term or other provision of the ACA is determined to be invalid, illegal or incapable of being enforced for any reason, all other terms and provisions of the ACA shall nevertheless remain in full force and effect.
- (e) The ACA contains the entire agreement between the Parties. There are no other agreements, understandings, representations or warranties, collateral, oral or otherwise with respect to the commercial relationship as between the Parties.
- (f) Each Party has read the entire ACA and understand its contents.
- (g) Amendments: No modification or amendment to this Agreement may be made unless agreed to by the Parties hereto in writing.
- (h) Each Party has had an opportunity to obtain their own independent legal and financial advice with respect to this ACA and that each Party is fully aware of the nature of their rights and obligations hereunder.
- (i) Each Party has received adequate consideration for the obligations set out under this ACA.
- (j) Unless earlier terminated in accordance with this Section 9.1, the initial term of this ACA will begin on the Effective Date and will conclude in accordance with the Athlete Agreement. In addition, the Athlete may terminate this ACA, effective immediately upon written notice to the NSO, if: (i) the NSO breaches any provision in this ACA and does not cure the breach within thirty (30) days after receiving written notice thereof from the Athlete; (ii) the NSO fails to pay the Athlete any portion of the fees payable by the NSO under this ACA and ancillary documents when due; or (iii) the NSO is in default under any other agreement

entered into between the Athlete and the NSO. Upon termination or expiration of this Agreement, the NSO shall not have any rights to use the Athlete's Marketing Rights except with the prior written consent of the Athlete.

- (k) Upon termination or expiration of this ACA for any reason, any amounts owed to the Athlete under this ACA before such termination or expiration will be immediately due and payable, all licensed Marketing Rights granted in this Agreement will immediately cease to exist and the NSO must promptly discontinue all further use of the Marketing Rights and all further use and distribution of the Marketing Rights. Notwithstanding the expiration or termination of this ACA, the Parties hereto shall continue to be bound by the provisions of this ACA which, by their nature, shall survive such completion or termination including, without limitation, provisions relating to warranties, indemnification and confidentiality (as applicable).
- (l) Currency: All reference to currency herein is to lawful money of Canada, unless otherwise specified herein.
- (m) This ACA may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ACKNOWLEDGEMENT AND ACCEPTANCE

[Note to NSO's: The assumption is that your ACA is presented at the same time as the n signature of the HP Athlete Agreement.]

Each Party agrees to and accepts the terms and conditions of this ACA. Each Party acknowledges that they each have the right to obtain independent legal advice before signing this ACA. The Parties also hereby acknowledge that either such advice has been obtained or that they do not wish to seek or obtain such independent legal advice. Each Party further acknowledges and agrees that they have read this ACA and fully understand its terms, and that all such terms are reasonable and that they are signing this ACA freely, voluntarily and without duress.

IN WITNESS WHEREOF, the Parties hereto have caused this ACA to be executed, as of the date first above written.

[ATHLETE NAME]

[NSO]

Athlete Name:

By: _____
Name:
Title:

Guardian Name:
(if Athlete is under the age of majority)

APPENDIX 1 MARKETING RIGHTS

[Note to NSO's: This Appendix is highly customizable and will need to be changed to use the language adopted by your sport]

Pursuant to the framework established in the Athlete Commercial Agreement, the Athlete acknowledges and agrees that the Athlete will provide the following Marketing Rights to the NSO during the Term:

2 Meet and Greets as requested by the NSO provided that notice of such Meet and Greet is provided to the Athlete in writing no later than ten (10) business days prior to the Meet and Greet. NSO represents and warrants that Meet and Greet will last no more than two (2) consecutive hours.

Personal Appearance/Promotional Days as requested by the NSO provided that notice of such Personal Appearance/Promotional Days is provided to the Athlete in writing no later than ten (10) business days prior to the Personal Appearance/Promotional Days. Personal Appearance/Promotional Days shall last no more than four (4) consecutive hours on any one occasion. Personal Appearance/Promotional Days exclude requests made by the Government of Canada, the Canadian Olympic Committee, or the Canadian Paralympic Committee through the NSO.

Fundraising Activity as requested by the NSO provided that notice of such Fundraising Activities is provided to the Athlete in writing no later than ten (10) business days prior to the Fundraising Activities.

2 Media Appearances as reasonably requested by NSO provided that notice of such Media Appearances is provided to the Athlete in writing no later than ten (10) business days prior to the Media Appearances.

3 Social Media Posts as reasonably requested by NSO, for Non-Commercial Use.

2 Social Media Posts as reasonably requested by NSO, for Commercial Use, where conflicts do not exist.

A **reasonable number of Non-Commercial Use** promotional activities that may be requested by Sport Canada on behalf of the Government of Canada, the Canadian Olympic Committee, or the Canadian Paralympic Committee where the arrangements for such activities are made through NSO.

[Note to NSO's: You may need to add an exception here to clarify whether Athlete is required to perform certain marketing functions on behalf of the IF or at World Cups/World Series events, such as:

The above list of Marketing Rights provided by the Athlete will not apply to World Cup activities or related events, all of which will be included in the athlete's commitment to

NSO marketing activities as these marketing uses are required by the IF/Governing Body and are not a requirement imposed by the NSO.]

The Athlete will provide the above Marketing Rights on the following terms and conditions:

Compensation for NSO Sanctioned Activities. The Athlete agrees to provide the services outlined above in exchange for compensation set out in the Athlete Marketing Schedule below.

Compensation for Excess NSO Sanctioned Activities: For attendance at an NSO Sanctioned Activity in excess of the minimum number set out in parts 1-7 above, the NSO agrees to pay the Athlete either:

When the NSO is directly responsible for paying the Athlete's fee, \$X per occurrence; or

When the fee will be paid directly by the NSO's commercial partner, the rate set out in the "Athlete Marketing Schedule" below.

All monies payable to the Athlete under the terms of this ACA and Appendix 1 must be made payable directly to the Athlete, unless otherwise directed in writing by the Athlete.

The NSO will issue T4A slips for any payment if the NSO makes a direct payment to Athlete.

Expenses. The NSO or NSO Partner shall pay all expenses of the Athlete directly related to the Athlete's Marketing Rights and participation in any agreed-upon NSO Sanctioned Activity, including, but not limited to, any and all types of transportation, parking, entrance fees, hotel accommodations and meals.

Unless mutually agreed to otherwise, the NSO (and/or the NSO Partner) will make the necessary arrangements for airfare, ground transportation, hotel accommodation, and any other necessary arrangements. The Athlete acknowledges that other than a Force Majeure (as defined in the ACA), the following shall apply:

Airfare will be booked in economy class at the lowest fare available where reasonable and taking into consideration the health and wellbeing of the Athlete;

Ground transportation will include taxis or car rentals and exclude airport limousine services;

Hotel accommodation will be booked based on double occupancy at a hotel with no less than a 2-star/diamond rating, or its equivalent;

Meals will include \$X CDN per day, including travel days, for combined breakfast, lunch and dinners that are not provided by NSO, the NSO Partner or the NSO Sanctioned Activity host. If no meals are provided by NSO, the NSO Partner or the NSO Sanctioned Activity host, the following meal per diem will be provided:

Breakfast = \$X CDN

Lunch = \$X CDN

Dinner = \$X CDN

[NOTE to NSO's: The below is an example of rate carding expectations. Please provide your Athlete Marketing Schedule, designations, etc. customized for your sport and as per your negotiations with your Athlete representatives/teams/etc., again as specific to your sport. Some sports may need to individually negotiate these rights with each Athlete, or with your star athletes.]

Athlete Marketing Schedule		
Level	Description & Role Clarity	Rate
Level 1	- First or second year member of the National Team in any discipline, hasn't had a podium finish in any IF competition, no Olympic medal Role: sign autographs, meet-and-greet, no formal speaking role, social media support	\$X
Level 2	- Member of the National Team in any discipline, podium finish in any IF competition Role: sign autographs, meet-and-greet, pictures with the medal, no formal speaking role, social media support	\$X
Level 3	- Member of the National Team in any discipline, has an Olympic medal Role: sign autographs, meet-and-greet, pictures with the medal, no formal speaking role, social media support	\$X
Level 4	- Olympic Champion, [World/World Series/etc.] Games Champion Role: sign autographs, meet-and-greet, pictures, keynote speaking role	\$X
Additional Notes: Rates are the base rate provided to the Athlete and do not include travel expenses (ground or air travel, accommodations, etc.)		

POTENTIAL APPENDICES FOR NSO TO CONSIDER ADDING:

- DRESS CODE
- SPORT-SPECIFIC MARKETING RULES IMPOSED BY IF/Regional Governing Bodies
- NSO SPONSORS/LICENSEES/FUNDING CONTRIBUTORS
- ATHLETE CONSENT FOR PERSONAL ENDORSEMENT (Form provided by NSO)
- SOCIAL MEDIA/MARKETING GUIDELINES or POLICY
- DISPUTE RESOLUTION POLICY
- CODE OF CONDUCT