

Athlete Agreement

Section 1: APPLICATION

- 1.1 This Agreement is intended to outline the support an athlete can and should expect to receive from the <NSO>, and the cooperation and conduct that is expected and required from the time of his or her nomination to the National Team until this Agreement expires.

Term of Agreement

- 1.2 This Agreement remains in effect for a period of _____ and shall commence once the nominated athlete has signed and returned this Agreement and I understand that my selection to the National Team is conditional upon me entering into this Agreement and observing and complying with its terms and conditions.

Section 2: DEFINITIONS/INTERPRETATIONS

- 2.1 The section is straightforward and does not really affect the athlete. However, this section should be read so that the athlete understands what certain terms mean within the context of the agreement.

Examples:

“Agreement” means this written agreement;

“Athlete” means the individual who has been selected to the National Team;

“you”, “your” usually refers to the athlete who is signing the Agreement;

“we”, “our”, “us” refers to the athlete and the NSO collectively;

“sport” refers to the sport described in the agreement and;

“year” generally refers to the sports season, and/or to the duration of the athlete agreement.

“banned and restricted substances” refers to the list of drugs and methods that are either restricted or banned by the IOC, the Canadian Centre for Ethics in Sport and the National Sport Organizations.

The NSO should use a definition section because it can help avoid disagreements on meanings. The athlete will also benefit from having a better understanding of the relationship that has been prescribed by the agreement. Clarity is always helpful.

Section 3: BASIC AGREEMENT

- 3.1 We acknowledge and agree that:

- A) this agreement should be applied and interpreted in a manner which recognizes that the relationship between both the <NSO> and you is intended to assist your pursuit of athletic excellence, and that there are numerous policies, rules and technical requirements that apply to that relationship;
- B) as a member of the National Team, you are entitled to expect that the rules will be administered fairly, and disputes will be resolved appropriately, and in both instances the fundamental rules of natural justice and procedural fairness will be respected;
- C) you are above all, a person before an athlete, and at all times your rights should be respected;

- D) you have been selected to participate as a member of the National Team, and you wish to be an active competitor in _____ sanctioned events;
- E) under international sport governing body rules, the <NSO> must certify that you are eligible to compete in International, and Olympic events;
- F) any financial, endorsement, sponsorship or commercial agreement or arrangement relating to the Sport or to your position and/or reputation and/or abilities as an athlete in the Sport, must be governed by and dealt with in accordance with International Sport Governing Body, COA and <NSO> rules;
- G) the International Sport Governing Body, COA and <NSO> rules pertaining to financial, sponsorship, endorsement or commercial agreement relating to the Sport, or to your position and/or reputation and/or abilities as an athlete in the Sport must be followed.

Section 4: NSO OBLIGATIONS

Team Selection

4.1 During the term of this Agreement, the _____ is responsible for:

- A) establishing clear, reasonable criteria for the selection of athletes to the National Team;
- B) publishing a list of team selection criteria, and communicating the team selection criteria to you in writing in a timely way;
- C) selecting athletes to the National Team based solely on the team selection criteria, subject to, at all times, the rights set out in the “Withdrawal of Selection” section set out below;
- D) publishing a list of athletes selected by the <NSO> to the National Team in a timely way;
- E) communicating in a timely way, the terms of any pre-event monitoring steps that have been established for the athlete to complete.

Selections are Final

4.3 We both acknowledge and agree that all decisions regarding selection are final and binding on you, except under specific circumstances that are outlined in the “Appeals” section of this Agreement.

Withdrawal of Selection

4.4 We both acknowledge and agree that notwithstanding any other terms of this Agreement, the <NSO> retains the right to withdraw any selection made under the Selection (National Team, National/International events) sections at any time, if the <NSO>, in the reasonable and fair exercise of its discretion, considers that it should withdraw such selection because:

- A) of concern for the health or safety of any of the selected athletes;
- B) you have engaged in conduct resulting in the imposition of disciplinary measures in accordance with the Discipline section;

- C) you are unable to continue to meet the selection criteria by means of a consistent ongoing training program;
- D) you are unable to satisfactorily complete the pre-event monitoring steps established by the National Team; or
- E) you are unable to compete due to illness or injury.

4.5 You have a right to appeal such withdrawal in accordance with the Appeals section of this Agreement.

The selection and withdrawal of selection of athletes to national and international events should be the same as above.

Athlete Development

4.6 During the term of this Agreement the <NSO> is responsible for:

- A) operating National Team activities, so as to provide maximum athletic development for you, subject to, at all times, the funding available to the <NSO> which is approved yearly by the Board of Directors;
- B) assisting you in finding quality medical care in relation to your future development as a member of the National Team;
- C) providing suitable guidance and counseling to you, upon your request;
- D) monitoring your ongoing training and development through a type of National Team Monitoring Program to ensure that you are prepared for competition; and
- E) communicating to you the terms and conditions of any National Team Monitoring Program in a timely way.

Athlete Eligibility

4.7 During the term of this Agreement, the <NSO> is responsible for:

- A) providing current National, International, COA and IOC eligibility rules to you; and
- B) making reasonable efforts to protect your eligibility under AAP, International, COA, IOC and <NSO> rules, by ensuring that:
 - i) you do not appear in any event relating to the Sport, or to your position; and/or reputation and/or abilities as an Athlete in the Sport without the prior approval of the <NSO>;
 - ii) all financial compensation or assistance you receive relating to the Sport or your position and/or reputation and/or abilities as an Athlete in the Sport is dealt with in accordance with any "athlete trust" guidelines.

Funding Assistance

4.8 During the term of this Agreement, the <NSO> is responsible for:

- A) providing funding assistance for you to attend training camps and competitions in accordance with its then current and approved <NSO> policies, subject to at all times, funding available to the <NSO> under the annual budget approved by the <NSO> Board of Directors;
- B) communicating the criteria for the selection of athletes to the AAP, and the criteria for funding assistance from any _____ Athlete Trust, to you in a timely way;
- C) if you are eligible for assistance under the AAP or any other applicable athlete assistance programs, nominating you for such assistance; and
- D) making reasonable efforts to ensure that Sport Canada provides you with information of the rights, benefits and obligations you may have under the AAP.

Athlete Uniform

4.9 During the term of this Agreement, the <NSO> is responsible for providing you with the recognized National Team uniform, in accordance with the <NSO> uniform policies in effect from time to time, as set by the National Team.

Athlete Representation

4.10 It is understood that at least one athlete representative, elected by a majority of National Team members will sit as a voting member of the <NSO> Board of Directors and any designated <NSO> committees (must include discipline, appeal committees) as is provided by the <NSO> by-laws.

Athlete Communications

4.11 During the term of this Agreement, the <NSO> is responsible for providing regular National Team program information to you, or your legal guardian if requested by you or your legal guardian in the form of information mailings.

Section 5: ATHLETE OBLIGATIONS

5.1 During the term of this Agreement, you are responsible for:

- A) providing the <NSO> with a written outline of your annual training program, and any other information relating to your athletic preparation when it is requested by the <NSO> provided that the request, and the timelines to produce the information are reasonable;
- B) following the training and competitive program agreed upon by the athlete, the athlete's coach and the <NSO>;
- C) participating in the <NSO> Athlete Monitoring System (*if applicable*);
- D) participating in all designated training camps, competitions and Events;

- E) participating in any activities that arise from competing as a National Team member at specific events, provided that reasonable written notice is given by the <NSO> and the activity does not unreasonably interfere with your training program;
- F) refraining from participating in any competition that is not permitted under Government of Canada Sport Policy or the policies of the <NSO>, unless approval is given by both governing bodies;
- G) informing yourself with, and complying with, the <NSO> Anti-Doping policy which should be in accordance with the *Canadian Policy on Penalties for Doping in Sport*, the International Sport Governing Body, and the IOC Doping Policies and Procedures;
- H) refraining from using, or being in the possession, or distributing, Banned or Restricted Substances which are outlined in the most current IOC list of Banned Substances and Methods;
- I) submitting to announced or unannounced drug control testing upon request by the <NSO>, Canadian Centre for Ethics in Sport or any other authority designated by the <NSO>, the International Sport Governing Body or the IOC to conduct drug control testing;
- J) complying with the <NSO> published By-laws, as properly amended from time to time and the Athletes Code of Conduct (see attached Code of Conduct);
- K) keeping informed of and adhering to the eligibility rules of the <NSO>, the International Sport Governing Body, COA and IOC;
- L) notifying the <NSO> in writing, as soon as it is reasonably possible, of any injury, significant illness, or other reason that will limit your participation in any National Team Event, competition or exhibition; and
- M) if requested by the <NSO>, submitting a medical certificate from a medical doctor to the <NSO> within a reasonable time of the injury.

Section 6: RESOLUTION OF TRAINING DIFFICULTIES

6.1 If you encounter difficulties with your training relating to what is required of you by the National Team, you or your coach shall communicate that difficulty to the <NSO> and attempt to resolve the difficulty, in accordance with the following guidelines:

- A) you along with your coach or legal guardian, will be responsible for attempting to resolve any such difficulty by contacting and coordinating with the _____, who is responsible for National Team training regiments;
- B) the _____ shall be responsible for attempting to resolve the difficulty; fully documenting steps taken toward such resolution, and promptly reporting to the <NSO>;
- C) where necessary to achieve a resolution which is satisfactory to both of us, _____ shall consult with individuals listed below in the following order of priority; and LIST QUALIFIED EXPERTS
- D) if still necessary after consulting the preceding list of individuals, a consensus of these individuals will be taken to ascertain the best possible solution to the training difficulty.

Section 7: MEDICAL CONSENT

7.1 In the event of an emergency situation while competing and/or participating at an _____ Event, competition, and/or team function where undue delay for the purpose of obtaining your prior consent to treatment would endanger your life or a limb or a vital organ, the <NSO> or its Agents (Team Manager, Coach, or other designated Team Leader) will adhere to the following guidelines:

- A) the <NSO> or its Agents shall make all reasonable efforts to contact your family, designated guardian or other individual previously designated by you as an emergency contact, to obtain such consent;
- B) if such efforts are unsuccessful, or if in the opinion of duly qualified medical practitioner immediate medical treatment is urgently required then if you are of legal age at the time of signing the Agreement, hereby agree, and if you are not of legal age at the time of signing this Agreement, your parent or legal guardian who has signed this Agreement similarly agrees, the <NSO> or its Agents are authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary to administer to you, as a result of illness or injury.

***** This section is negotiable. An athlete, who for religious reasons will not consent to this section, shall be given the choice to opt out of this section of the Agreement.*

Section 8: MEDIA CLAUSES

8.1 Respecting the spirit of this Agreement, that you are a person first and foremost, you may make or decline to make comments or statements to the media during Events, competitions and other Team functions providing you adhere to the following principles:

- A) your respect for your team-mates being of paramount importance, you will make all reasonable efforts to refrain from making comments that could be reasonably expected to have a detrimental effect on Team morale or Team image;
- B) any difficulties you are experiencing with any member, manager or executive of the National Team are expressed to that person first, with the intention of resolving the dispute before the media is contacted.

Section 9: MARKETING AND FUND RAISING

9.1 Whereas the Athlete and the <NSO> are committed to work together to develop such sources of financial support for the benefit of the National Team while preserving the ability of the Athlete to advance his or her interests we agree to the following terms regarding marketing, funding and the use of your image:

- A) for the purposes of this Agreement “_____ properties” shall mean the exclusive proprietary rights of _____ to its logos, or similar materials and use of the phrases “National Team, “World Championship Team”, “National _____ Team”, “World Championship _____ Team” in all advertising media;

- B) the exclusive right belongs to the <NSO> to affix the logos, images or names of sponsors, chosen by it in its sole discretion, on all equipment provided by the National Team to, and used by the athlete in National Team competitions, and any other equipment used by the Athlete during National Team competitions provided that it does not conceal the brand name of the equipment being used;
- C) uniforms and clothing provided by the <NSO> will only display sponsors approved by the <NSO>;
- D) the exclusive right of <NSO> to the use of all photographs, video or film images or other likenesses or images of the Athlete, in which the Athlete is participating when the Athlete is wearing or using any of the aforementioned _____ Properties, subject at all times to the Athletes approval.

9.2 The Athlete in recognition that <NSO> does try to ensure that its own fundraising and marketing efforts coincide with similar activities by the Athlete, agrees that he/she will ensure that:

- A) the <NSO> is informed of and has reasonable opportunity to review all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete prior to the execution of such contracts by the Athlete and not to enter into any contracts that conflicts with or violates those entered into by <NSO> and;
- B) the <NSO> is informed of all such contracts the Athlete entered into prior to the term of this Agreement which are still in effect during the part of the term of this Agreement.

9.3 The <NSO> will make reasonable attempts to inform all National Team members of National Team sponsors and their activities as they relate to the National Team program or the Athlete.

9.4 The Athlete acknowledges and recognizes the exclusive right of the <NSO> to bargain with third parties in order to obtain, for the benefit of <NSO>, rewards, financial or otherwise, arising from, through or as a result of _____ Properties. The Athlete agrees that he or she will not use, infringe or restrict _____ Properties for advertising, commercial, or any other purpose without the prior written consent of the <NSO>.

9.5 The Athlete agrees to provide all reasonable assistance to the <NSO> in its fundraising and marketing campaigns. Without limitation, the Athlete agrees to make promotional appearances, provided that the appearances do not unreasonably detract from the Athletes training regiment, which will be determined by the coach in consultation with the Athlete, and that the that Athlete is fairly compensated for such activities.

9.6 The <NSO> agrees to exercise best efforts to distribute the appearance requests fairly among the athletes on the National Team.

Section 10: DISCIPLINARY PROCESS AND PROCEDURES

10.1 We both acknowledge and agree that <the NSO> shall have the right to impose reasonable disciplinary measures upon you.

Minor Infractions

- 10.2** All disciplinary situations involving minor infractions occurring within the jurisdiction of <the NSO> will be governed by the person with authority over the situation. This person may include, but is not limited to, a board member, competition official, coach, team leader, or team captain. Examples of minor infractions are listed in Appendix A.
- 10.3** While procedures for dealing with minor infractions shall be informal as compared to those for major infractions, the person responsible for discipline of such an infraction must, prior to taking any action against you:
- (a) investigate the situation;
 - (b) obtain a statement from all available witnesses; and
 - (c) provide the athlete being disciplined with notice of the situation being investigated and an opportunity and reasonable time to respond and provide information concerning the allegations.
- 10.4** The following disciplinary sanctions can be applied for minor infractions:
- (a) verbal reprimand;
 - (b) written reprimand to be placed in the athlete's file;
 - (c) verbal or written apology;
 - (d) team service or other voluntary contribution to <the NSO>.
- 10.5** Minor infractions resulting in discipline will be recorded using the Incident Report form in Appendix B.

Major Infractions

- 10.6** Any member of <the NSO> can report a major infraction to the <determine the official> using the Incident Report form in Appendix B. Examples of major infractions are listed in Appendix A.
- 10.7** Upon receiving an incident report, the <determine an official> determines if a hearing is required to address the incident as a major infraction, or if the incident is better dealt with as a minor infraction.
- 10.8** If the incident is to be dealt with as a minor infraction, the <determine an official> must inform the appropriate person in authority and the alleged offender that the matter will be dealt with according to sections 9.2 through 9.4.
- 10.9** If necessary due to time constraints, a major infraction occurring within a competitive event may be dealt with immediately by an <NSO> representative in a position of authority, provided the athlete being disciplined
- (a) is told of the nature of the infraction; and
 - (b) has an opportunity and reasonable time to respond to the allegations made against him/her.

In such a situation, the disciplinary sanction, if any, shall only be for the duration of the event. Any further sanction can only be applied after review of the situation in accordance

with the procedures set out for major infractions. This review does not replace any appeal provisions.

Hearing for Major Infractions

- 10.10** Within five (5) working days of receiving an incident report for a major infraction, the <determine an official> must forward the report to the President, who will, in turn, appoint three individuals to serve as a Disciplinary Panel. These individuals must be independent and not have an interest in the outcome of the hearing. Further, where possible, one of the Panel members will be an athlete and/or athlete representative.
- 10.11** The hearing will be held as soon as possible, but no more than twenty-one (21) days after the incident report is received by the President.
- 10.12** The Discipline Panel governs the hearing as it sees fit, provided that:
- (a) the athlete being disciplined is given ten (10) days written notice of the day, time, and place of the hearing. The hearing may be held in person or by telephone or video conference;
 - (b) the athlete being disciplined is provided with a copy of the incident report and any other relevant material;
 - (c) members of the Panel select from among themselves a Chairperson;
 - (d) a quorum is all three (3) panel members;
 - (e) decisions are by majority vote; all members carry one vote;
 - (f) the athlete being disciplined has the right to be accompanied by a representative;
 - (g) the athlete being disciplined has an opportunity to present evidence and argument;
 - (h) the hearing is held in private; and
 - (i) the Panel can request that witnesses to the alleged incident be present or submit written statements.
- 10.13** The Discipline Panel must render its decision, with written reasons within five (5) days of the hearing. A copy of the decision will be provided to all involved parties and the <determine the official>.

Sanctions

- 10.14** The Discipline Panel may apply, but is not limited to, the following disciplinary sanctions for major infractions:
- (a) written reprimand to be placed in the athlete's file;
 - (b) written apology;
 - (c) forfeiture of certain events/competitions;
 - (d) a fine or levy (in money or voluntary hours);
 - (e) suspension of <NSO> and/or Sport Canada funding;
 - (f) suspension from competition for a designated period of time;
 - (g) expulsion from the <NSO>.
- 10.15** The preceding provisions and sanctions may be modified to accommodate the <NSO's> harassment or doping policies, as the need may arise.
- 10.16** In applying sanctions, the Disciplinary Panel may consider the following aggravating or mitigating circumstances:
- (a) the nature and severity of the incident;
 - (b) whether the incident is a first offence or has occurred repeatedly;

- (c) the athlete's acknowledgment of responsibility;
- (d) the athlete's extent of remorse;
- (e) the age, maturity and experience of the athlete; and
- (f) the athlete's prospects for rehabilitation.

- 10.17** Any disciplinary measure imposed on the athlete will be proportionate to the nature and severity of the incident.
- 10.18** You cannot be **permanently** removed from the National Team without prior written approval of the <NSO> President.
- 10.19** You have a right to review the disciplinary sanctions imposed upon you in accordance with the appeal procedures outlined in Section 11 of this Agreement.
- 10.20** All disciplinary sanctions will be imposed according to the guidelines set out in sections 9.21 through 9.25.

Guidelines for Withdrawing Selections and Imposing Disciplinary Sanctions

Where Advance Notification is Reasonably Possible

- 10.21** Before there is any withdrawal of selection of an athlete under section , or any disciplinary sanction is imposed on an athlete under sections 9.4 or 9.14, the <NSO> President <or other official of your choice> will provide the athlete with advance written notification, whenever reasonably possible.
- 10.22** Such written notification will include:
- (a) a description of the specific nature of the allegations that warrant the proposed withdrawal of selection or disciplinary sanction;
 - (b) the specific withdrawal or disciplinary sanction proposed; and
 - (c) the reasons for such a proposed decision.
- 10.23** Upon receiving such written notification, the athlete will have five (5) working days to make submissions to the <NSO> President <or other official>, in person or in writing, in advance of the proposed decision.
- 10.24** The decision to withdraw selection of the athlete, or to impose a disciplinary sanction, will not be taken until the athlete has made submissions about the proposed decision, or the five (5) days has expired, whichever first occurs.

Where Advance Notification is Not Reasonably Possible

- 10.25** Where, due to time or distance constraints, advance notification of any withdrawal of selection of the athlete under section , or any disciplinary sanction is imposed on the athlete under sections 9.4 or 9.14 is not reasonably possible, then
- (A) the person in authority over the situation will have the right to impose a disciplinary sanction without advance written notice. When such a situation arises:
 - (a) the person in authority over the situation must make a reasonable effort to contact the <NSO> President <or other designated official> prior to imposing the disciplinary sanction; and
 - (b) the person in authority over the situation must immediately provide a full written report to the <name an official>, who will in turn provide the athlete with written notification

describing the situation that warranted the disciplinary sanction, the disciplinary sanction imposed, and the reasons for such a decision.

- (B) the National Teams Committee <or other designated entity> will have the right to **temporarily** withdraw a selection of the athlete without advance written notification. When such a situation arises:
- (a) the National teams Committee must make a reasonable effort to contact the <NSO> President, prior to withdrawing the selection; and
 - (b) the National Teams Committee must immediately provide the athlete with written notification describing the specific situation that warranted the withdrawal, the specific withdrawal effected, and the reasons for such a decision.

Section 11: BREACH OF AGREEMENT

Remedies in Case of Dispute

11.1 We both acknowledge and agree that if any dispute arises under or in relation to this Agreement, then such a dispute will be resolved in accordance with sections 12.1 through 12.27 of this Agreement.

Notice of Default

11.2 If either one of us (the “Complainant”) believes the other (the “Defaulter”) has failed to comply with the requirements of this Agreement:

- (A) ***Withdrawal of Selection or Disciplinary Sanctions:***
If the alleged failure relates to any withdrawal of selection of you under section 5.3, or a disciplinary sanction imposed under sections 10.4 or 10.14, then sections 12.1 through 12.27 apply.
- (B) ***Other Disputes (Not including those relating to Carding, Harassment, or Doping):***
For any other alleged failure, then within thirty (30) days of the alleged failure:
- (a) the Complainant must notify the Defaulter in writing of the alleged failure, by delivering a Notice of Default substantially in the form attached as Appendix C;
 - (b) the Notice of Default will set out the details of the alleged failure; the specific provision(s) of this Agreement relating to such alleged failure; what steps the Defaulter must take to remedy the alleged failure; a reasonable period of time (the “deadline”) for such steps to be taken; and the consequences the Complainant proposes will follow, if the defaulter does not take such steps within the deadline;
 - (c) the time will not commence to run in respect of the deadline until the Notice is actually received by the Defaulter; and,
 - (d) if, upon the expiry of the deadline, the alleged default has not yet been remedied, then the Complainant has the right within ten (10) days of the expiry of the deadline, to initiate an appeal to resolve the dispute in accordance with sections 12.1 through 12.27 of this Agreement; or,
 - (e) if the Defaulter disputes the alleged failure, or the proposed remedy, or the reasonableness of the deadline set out in the Notice of Default, then the Defaulter has the right within ten (10) days of the expiry of the deadline, to initiate an appeal to resolve the dispute in accordance with sections 12.1 through 12.27 of this Agreement.

Section 12: APPEAL PROCEDURE

Scope of Appeal

- 12.1** If you are affected by a decision of the Board of Directors, of any Committee of the Board of Directors, or of any body or individual who has been delegated authority to make decisions on behalf of the Board of Directors, you have the right to appeal any such decision, provided there are sufficient grounds for the appeal as set out in section 12.10. Such decisions may pertain to, but are not limited to, selection, discipline contract matters, harassment, and carding.
- 12.2** You may not appeal the rules of <the sport> using this appeal procedure.

Urgent Appeals

- 12.3** For the purposes of this Agreement, an appeal will be treated as an “urgent appeal” if the decision being appealed will adversely and directly affect your ability to:
- (a) continue to participate in an ongoing Event; or
 - (b) participate in an Event scheduled to begin no later than twenty (20) days from the date of the decision being appealed.
- 12.4** Urgent appeals must be heard and decided in an expedited manner, and no later than ten (10) days from the decision being appealed.
- 12.5** If you wish to initiate an urgent appeal, you must file a written Notice of Appeal within two (2) days of receiving in writing the decision being appealed.

Timing of Appeal

- 12.6** If you wish to appeal a decision, then you (the “Appellant”) must file a written Notice of Appeal within fifteen (15) days of receiving notice in writing of that decision.
- 12.7** Section 12.6 does not apply to an urgent appeal.

Form of Notice of Appeal

- 12.8** The Notice of Appeal will be substantially in the form attached as Appendix D. It includes:
- (a) the remedy sought;
 - (b) the grounds and reasons relied upon by the Appellant; and
 - (c) the specific provision(s) of this Agreement relating to the Appeal.

A copy of any written decision appealed from, or any Notice of Default, must be attached to the Notice of Appeal.

Place and Manner of Filing Notice of Appeal

- 12.9** The Notice of Appeal must be filed with our National Office at <address>, which will in turn deliver a copy of such a Notice to the other party. The Notice of Appeal may be delivered personally, by facsimile transmission, by courier, or by ordinary, registered, or electronic mail, but will not be considered filed until the Notice is actually received at our National Office.

Grounds for Appeal

12.10 An appeal can only be heard if there are sufficient grounds for the appeal. Sufficient grounds include the Respondent:

- (a) making a decision for which it did not have authority or jurisdiction as established in the governing documents;
- (b) failing to follow procedures as laid out in the by-laws or approved policies of <the NSO>;
- (c) making a decision influenced by bias;
- (d) exercising its discretion for an improper purpose;
- (e) failing to consider relevant information or taking into account irrelevant information in making the decision; or
- (f) making a decision which is patently unreasonable.

Screening of Appeal

12.11 Within two (2) days of receiving the Notice of Appeal, the President will decide if the appeal is based on an allegation of error, as set out in section 12.10, by the Respondent. This is not, however, an exploration by the President as to whether an error has actually been made by the Respondent.

12.12 If the appeal is denied due to insufficient grounds, the Appellant will be notified of this decision in writing, giving reasons.

Appeal Panel

12.13 If <the NSO> President is satisfied that there are sufficient grounds for an appeal, within seven (7) days of receiving the Notice of Appeal (and within five (5) days of receiving the Notice of Appeal for urgent appeals), he/she shall select a three-person Appeal Panel composed of the following people:

- (a) an independent <NSO> member;
- (b) an <NSO> athlete representative; and
- (c) a member of the <NSO> Executive Committee.

12.14 The individuals selected to the Appeal Panel must have no significant relationship with you or the affected parties, have had no connection to anyone directly involved in the decision being appealed, and be free from any other actual or perceived bias or conflict.

12.15 The members of the Appeal Panel shall select a Chairperson from among themselves.

Preliminary Conference

12.16 The Appeal Panel may determine that the circumstances of the dispute warrant a preliminary conference:

- (A) The matters which may be considered at a preliminary hearing include date and location of the hearing, format for the appeal, any procedural matter, order and procedure of the hearing, identification of witnesses, and any other matter which may assist in expediting the appeals proceedings.
- (B) The Panel may delegate to its Chairperson the authority to deal with these preliminary matters.

Scheduling and Notice of Hearing of Appeal

12.17 Except in the case of urgent appeals, the Appeal Panel will schedule a hearing to take place as soon as practicable but no more than twenty-one (21) days after the filing of the Notice of Appeal. The Appellant, Respondent and Affected parties will be given seven (7) days advance written notification of the date, time and place of the hearing.

12.18 In the case of urgent appeals, the Appeal Panel will schedule a hearing to take place as soon as practicable after filing the Notice of Appeal, and shall provide the Appellant, Respondent and Affected Parties with at least one (1) day advance notification of the date, time, and place of the hearing.

Procedure for the Appeal

12.19 The Panel shall conduct the hearing of the appeal by such reasonable procedures as it deems necessary and appropriate, provided that:

- (a) a quorum be all three Panel members;
- (b) decisions be by majority vote, where the Chairperson carries a single vote;
- (c) copies of any written documents which any of the parties would like the Panel to consider be provided to the Panel, and to all other parties at least twenty-four (24) hours in advance of the hearing;
- (d) any of the parties may be accompanied by a representative, including legal counsel;
- (e) any person potentially affected by the Panel's decision be offered the opportunity to become a party to the appeal;
- (f) the panel may direct that any other individual participate in the appeal;
- and
- (g) there be no communication between Panel members and the parties except in the presence of, or by copy to, the other parties.

12.20 The Panel may conduct the appeal by means of a conference call or video conference so as to keep costs at a reasonable level.

12.21 Each party must bear their own costs and expenses associated with the appeal.

Appeal Decision

12.22 The Appeal Panel will deliver its written decision, with reasons, to all parties as soon as practicable, but no more than seven (7) days after the conclusion of the hearing (or, in the case of urgent appeals, not more than one (1) day after the conclusion of the hearing). The Panel may decide:

- (a) To void or confirm the decision being appealed;
- (b) To refer the matter back to the initial decision-maker with proper instruction for a new decision;
- (c) To vary the decision where it is found that an error occurred and such an error cannot be corrected by the original decision-maker for reasons which include, but are not limited to, lack of clear procedure, lack of time, or lack of neutrality; and
- (d) To determine how costs of the appeal shall be allocated, if at all.

Timelines

12.23 If the circumstances of the dispute are such that an appeal cannot be concluded within the timelines of this policy, the Panel may seek agreement from the Appellant and Respondent to extend the timelines.

Documentary Appeal

- 12.24** The Appellant has the right to decline an appeal hearing in favor of a documentary review. In such circumstances, the Panel will request all interested parties to provide written submissions upon which the Panel will make its decision.

Arbitration

- 12.25** All disputes shall first be submitted to appeal pursuant to the appeal process set out in this Agreement. If any party believes the Appeal Panel made an error such as those described in section 11.10, the matter will be referred to arbitration. Such arbitration will be administered under the Alternate Dispute (ADR) Program for Amateur Sport and its Rules of Arbitration, as amended from time to time.
- 12.26** All parties to the original appeal shall be parties to the arbitration.
- 12.27** The parties to an arbitration shall enter into a formal Arbitration Agreement and the decision of any arbitration shall be final and binding, subject only to judicial review by a court of competent jurisdiction.

Section 13: WAIVER OF LIABILITY AND INDEMNITY

- 13.1** It is understood and agreed that we are not liable for any injury or loss that you may suffer, however caused while you are travelling to or from or participating in any competition, training camp or exhibition. We shall also not be liable for any damage or loss caused by you during any of the same times. If you are of legal age at the time of signing this Agreement, you hereby agree to indemnify us and hold us harmless from any damages, claims or demands in respect of such damage or loss caused by you. If you are not of legal age at the time of signing this Agreement, your parent or legal guardian who has signed this Agreement similarly agrees to indemnify us.
- 13.2** Section 13.1 is subject to negligence on our part, in which case we can be held liable for any injury or loss suffered by you during any of the above-mentioned times. In addition, if negligence on our part can be proved, you will not be held to indemnify us and hold us harmless from any damages, claims or demands in respect of such damage or loss caused by you.

Section 14: HARASSMENT POLICY

- 14.1** You acknowledge that you have received and reviewed a copy of the <NSO> Member Harassment Policy, as amended from time to time, and you understand that the Policy applies to you.
- 14.2** In the event of a conflict between the provisions of the <NSO> member Harassment Policy and the terms of this Agreement, then to the extent possible, the process provided for under the Harassment Policy will be followed, but the terms of this Agreement shall prevail.

Section 15: SEVERABILITY

- 15.1** Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement and the application thereof other than those provisions which are held invalid or

unenforceable shall not be affected and shall continue valid and enforceable to the extent permitted by law or equity.

Section 16: GENERAL PROVISIONS

- 16.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and shall be treated as an Ontario contract.
- 16.2 This Agreement shall be binding upon both of us, and our respective personal representatives, successors and permitted assigns. This Agreement supercedes and replaces all prior Agreements between us in respect of the subject matter in this Agreement.
- 16.3 This Agreement has been drafted in the English language. Cette convention fut rédigée en anglais. If a French version of this Agreement is prepared and provided to you, such a translated Agreement will be for convenience of reference only and any question as to the interpretation of any provision of this Agreement shall be determined based solely upon the English form of this Agreement. Toute traduction française du présent document remis à vous servira à des fins de référence seulement et toute question d'interprétation concernant les dispositions de l'entente sera tranchée à partir de la version anglaise du document.

****NOTE: if the National Team Athlete is not of legal age at the time of signing this Agreement, the Agreement will be signed by a parent or legal guardian of the Athlete.*

Dated: _____ Per: _____

Per: _____
<the NSO>

Dated: _____ **The Named National Team Athlete**

(Print name of Athlete, and applicable, name of parent or legal guardian signing on behalf of Athlete: _____)

APPENDIX A – INCIDENTS

Examples of Minor Infractions:

- a) a single incident of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, coaches, officials, administrators, spectators and sponsors;
- b) unsportsmanlike conduct such as angry outbursts or arguing;
- c) a single incident of being late for or absent from <the NSO> events and activities at which attendance is expected or required;
- d) non-compliance with the rules and regulations under which <the NSO> events are conducted, whether at the local, provincial, national or international level;
- e) knowingly competing in unsanctioned tournaments.

Examples of Major Infractions:

- a) repeated incidents of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, coaches, officials, administrators, spectators and sponsors;
- b) knowingly participating while ineligible;
- c) knowingly competing with or against players who have been disqualified;
- d) repeated unsportsmanlike conduct such as angry outbursts or arguing;
- e) repeated incidents of being late for or absent from <the NSO> events and activities at which attendance is expected or required;
- f) activities or behaviour which interfere with a competition or with any athlete's preparation for a competition;
- g) pranks, jokes or other activities which endanger the safety of others;
- h) deliberate disregard for the rules and regulations under which <the NSO> events are conducted, whether at the local, provincial, national or international level;
- i) abusive use of alcohol which interferes with the individual's ability to perform effectively and safely;
- j) any use of alcohol by minors;
- k) use of illicit drugs and narcotics;
- l) use of banned performance enhancing drugs or methods.

APPENDIX B -- <NSO> -- INCIDENT REPORT

Date and Time of Incident: _____

Name of Writer: _____ Position: _____

Location of Incident: _____

This incident is a: _____ minor infraction _____ major infraction

Individual(s) Involved in the Incident

Objective description of the incident (please be concise, accurate and non-judgmental):

Names of Individuals Who Observed the Incident

Disciplinary action which was taken (if applicable):

Signature of Writer: _____ Date: _____

APPENDIX C – NOTICE OF DEFAULT

To (“Defaulter”): *[insert name, address, and method of delivery e.g. “By hand”, “By fax”]*

From (“Complainant”): *[insert your name, address and phone/fax numbers]*

1. You are hereby notified, in accordance with section 10.2(B) of the Athlete Agreement signed between us dated _____, that you have failed to comply with the requirements of sections *[specify the particular section(s) which relate to the default]* _____ of the Agreement.

2. The details and circumstances of the failure(s) are set out below : *[be specific and detailed so that the Defaulter understands the reasons for your allegations; attach additional pages if necessary]*

3. The steps which you must take to remedy the failure(s) are set out below: *[be specific and detailed so that the Defaulter understands exactly what is expected to be done; attach additional pages if necessary]*

4. The deadline for you to take the steps set out above is: *[specify a reasonable fixed deadline]:* _____.

5. The consequences which will follow if you do not take such steps within the deadline are set out below: *[be specific and detailed so that the Defaulter understands exactly what will happen if the failure is not remedied as required; attach additional pages if necessary]*

Dated: _____ Signed: _____

APPENDIX D – NOTICE OF APPEAL

To (“Respondent”): *[insert name, address, and method of delivery e.g. “By hand” “By fax”]*

From (“Appellant”): *[insert your name, address and phone/fax numbers]*

1. In accordance with section *[specify 10.2, 11.5, or 11.6]* _____ of the Athlete Agreement signed between us dated _____, you are hereby notified that the Appellant: *[complete applicable section]*

(A) _____ hereby appeals from the decision of _____ *[identify decision-maker]* dated _____, a copy of which is attached (if written) or summarized below (if oral).

(B) _____ hereby initiates an appeal to resolve the dispute which is the subject of the Notice of Default from _____ to _____ dated _____, a copy of which is attached.

(C) *[check one]* this appeal is _____ is not _____ brought as an urgent appeal.

2. The Appellant claims that you have failed to comply with the requirements of sections *[specify the particular section(s) which relate to the appeal or default]* _____ of the Agreement.

3. The details and grounds relied upon by the Appellant are set out below: *[be specific and detailed so that the Respondent and the Appeal Committee understand the reasons for your allegations; attach additional pages if necessary]*

4. The remedy sought by the Appellant is set out below: *[be specific and detailed; attach additional pages if necessary]*

Dated: _____ Signed: _____