



THE CANADIAN FENCING FEDERATION – HPP ATHLETE AGREEMENT

Please initial the bottom of each page, sign and return a scanned copy of this document to the High Performance Director at hpd@fencing.ca

THIS AGREEMENT as of _____(date)

BETWEEN:

[NAME OF ATHLETE] residing at [address of athlete _____]
_____]

(the “Athlete”)

AND:

CANADIAN FENCING FEDERATION, a registered Canadian amateur athletic association having its registered office at 2451 Riverside Drive Ottawa, Ontario K1H 7X7

(the “National Sport Organization” or “NSO”)

BACKGROUND INFORMATION

- A. The NSO is recognized by the Federation Internationale d’Escrime (“FIE”), Canadian Olympic Committee (“COC”), Canadian Paralympic Committee (“CPC”), and the Government of Canada as the national governing body for the sport of fencing.
- 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 fencing 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”), International Paralympic Committee (“IPC”), the International Federation, 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 October 1, 2017 to September 30, 2018.
- 2. The Athlete is a member of the CFF High Performance Program for the duration of this Agreement.

RELATED POLICIES AND AGREEMENTS

- 3. The parties agree that the policies and agreements listed in this s. 3 are integral to the Athlete and NSO relationship and links to the policies and agreements listed are posted on www.fencing.ca. The NSO agrees to make these available to the athlete online, or in hardcopy if requested, and the Athlete agrees to follow these policies:
 - (a) NSO Code of Conduct;
 - (b) Conflict of Interest Policy
 - (c) Policy on Discrimination and Harassment
 - (d) Dispute Resolution Policy and Procedures
 - (e) Policy on Access and Equity
 - (f) Policy on Official Languages
 - (g) Risk Management Policy
 - (h) Policy on Occupational Health and Safety
 - (i) Selection Appeals Policy
 - (j) Terms of Reference for an Ad-hoc Disciplinary Committee

DEFINITIONS

- 4. Unless otherwise stated, in this Agreement:
 - “**AAP**” means Sport Canada’s Athlete Assistance Program; also referred to as “carding”;
 - “**Agreement**” means this written agreement;
 - “**Athlete**” means one of the parties to the Agreement, listed above;

“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 the Athlete as a sponsor, supplier, licensee or otherwise, with whom the Athlete has a contract to use, market, advertise, or promote their products or services;

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

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

“CADP” means the Canadian Anti-Doping Program;

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

“COC” means the Canadian Olympic Committee;

“CPC” means the Canadian Paralympic Committee;

“Designated Contact” means the individual designated by the NSO in s. 14(a) of this Agreement as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;

“HPD” means High Performance Director;

“HPP” means High Performance Program;

“FIE” means the Federation Internationale d’escrime, which is the International Federation;

“IF” means the International Federation, which is the FIE;

“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, Federation internationale du sport universitaire (FISU) or World Championship National Team. This term is not limited to athletes receiving AAP;

“**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 fencing 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 in plain clothes, non-competition environments 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 event. This term is not limited to athletes receiving AAP;

“**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**” may include information collected about an identifiable individual concerning:

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

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

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

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

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

OBLIGATIONS

Team Selection & Eligibility

5. The NSO will:

- (a) organize, select and operate teams of athletes, coaches and other necessary support staff (a “National Team”) National Teams to represent Canada in the sport of fencing 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: www.fencing.ca and publish this link in the usual communications of the NSO (i.e., via email to all members of the high performance program);
- (e) post its policies, rules and regulations at www.fencing.ca
- (f) not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway
- (g) publish any changes to its rules and regulations through the usual communications of the NSO (ie, via email to all members of the high performance program);
- (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 and provide reasons;
- (j) protect the Athlete’s eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of the NSO, IF or other party and informing the Athlete if any proposed activity, communicated by the Athlete to the NSO, appears to be in violation of such eligibility rules; and
- (k) within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all IF, IOC or IPC sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published NSO selection and eligibility 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 Executive Director or Designated Contact;
- (b) will 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: www.fencing.ca/policies/
- (c) will 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

7. The NSO will:
 - (a) provide equipment and official team clothing for World Championships which will be provided by an NSO Sponsor – Absolute Fencing and Nike Team (the “National Team Gear”);
8. The Athlete will:
 - (a) wear and/or use the National Team Gear and other items at all domestic and international events;
 - (b) communicate any Required Modifications to the Designated Contact before or when the NSO seeks Athlete Gear Feedback and provide evidence of such needs if requested by the NSO.

Training and Competition

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”) on execution of this Agreement at the latest. The plan will be developed in consultation with the Athlete and the Athlete’s coaches in accordance with s. 10(a).
 - (b) plan and manage the Agreed Upon Training Plan;
 - (c) not unreasonably withhold its approval 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, and proposed changes to competition and training plans, as soon as the circumstances permit.
10. The Athlete will:
 - (a) consult with the senior national coach to develop the Agreed Upon Training Plan, 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) approve changes of the Agreed Upon Training Plan or proposals by the NSO to make changes to the Agreed Upon Training Plan; and
 - (c) demonstrate commitment to the Agreed Upon Training Plan and provide the national coach with a progress report in a form and on a schedule provided to the Athlete by the NSO (the “Regular Training Report”); and
 - (d) avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.

11. If the Athlete has AAP status and fails to submit the Regular Training Report as and when required, the Athlete may, *per* Sport Canada policy, have their AAP status withdrawn with due process.

Information and Privacy

12. The NSO:
 - (a) will 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) may collect Personal Information from the Athlete;
 - (c) will 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) will protect all information gathered in relation to the Athlete; and
 - (e) will not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.
13. The Athlete:
 - (a) will provide the NSO with any Personal Information required to confirm the eligibility of the Athlete;
 - (b) will 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) will not disclose NSO recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential, unless required to do so by law.

Communication

14. The NSO:
 - (a) Assigns the High Performance Director – hpd@fencing.ca - as the Designated Contact for the Athlete;
 - (b) will 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;
 - (c) will communicate both orally and in writing in the official Canadian language of the Athlete's choice;
 - (d) will communicate in a timely manner, using appropriate methods such as telephone, email, SMS, text or video messaging, or other methods, depending on the nature of the communication and the Athlete's expressed communication preferences; and
 - (e) will meet any deadlines for responding provided they have been mutually agreed upon by the parties.
15. The Athlete:

- (a) will provide the NSO with an up-to-date email address that accepts file attachments and that the Athlete will check at least once every seven days;
- (b) will provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose; and
- (c) will 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, given they don't exceed the timeframe in subsection (a) of this section and no other timeline has been mutually agreed upon by the parties.

Medical and Injury

- 16. The NSO will assist the Athlete in maintaining health or returning to health.
- 17. In the event of a serious medical situation and corresponding lack of Athlete legal capacity to make healthcare decisions arising while the Athlete is training or competing, the NSO will make every effort to contact the Athlete's Emergency Contact prior to medical treatment being initiated. Should this not be possible, the NSO reserves the right to make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.
- 18. In the event of an injury or illness, the Athlete will:
 - (a) notify the Designated Contact verbally within 24 hours, and the NSO in writing within 48 hours, or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement;
 - (b) provide the NSO with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - (i) date or estimated the injury or illness was incurred;
 - (ii) nature of the injury or illness, and whether it is an overuse or chronic injury;
 - (iii) rehabilitation protocol, if any;
 - (iv) amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
 - (v) expected date for return to full training and full recovery; and
 - (c) follow a recovery and rehabilitation program for the injury or illness that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician and, at the NSO's discretion, an NSO designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.

Anti-Doping

- 19. The NSO will:

- (a) ensure that the Athlete receives communications from the IF, WADA, IOC, IPC, CCES or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
- (b) promote an environment and culture of clean sport;
- (c) promote procedural fairness, where neither doping, nor unreasonable violations of the Athlete's rights to privacy or a just and fair process are tolerated; 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.

20. The Athlete will:

- (a) comply with the anti-doping rules of the IOC, IPC, IF and NSO, including submitting to announced and unannounced doping control testing when required by the NSO, IF, CCES, WADA or any other agency authorized to conduct testing;
- (b) if asked, complete the CCES online anti-doping courses, True Sport Clean 101 and Sport Canada - Athlete Assistance Program, at the beginning of each new carding cycle or at another time required by Sport Canada and not more than once per calendar year;
- (c) participate, if asked by the NSO to do so, in any doping control and/or education program developed by the NSO in co-operation with Sport Canada and the CCES;
- (d) abide by the CADP as administered by the CCES;
- (e) refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by the NSO or an anti-doping agency for a doping-related offence;
- (f) not use banned substances that contravene the rules of the IOC, IPC, IF or the CADP;
- (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

21. The NSO warrants:

- (a) that the Athlete will be required to pay approximately \$550 in High Performance Program fees to the NSO during the term of the Agreement and to be invoiced to the Athlete from time to time based on the actual budget of the NSO for expenses paid by the NSO on behalf of the Athlete (the "Invoiced Fees");
- (b) that the Athlete will be required to pay all costs associated with travel, accommodation, entry fee and other competition costs unless otherwise specified by the NSO.

22. The Athlete will:

- (a) Review any Fee Schedule provided to them as soon as possible after it is received;

- (b) pay the Invoiced Fees and within 30 days of being provided an invoice by the NSO, except as set out in paragraph **Error! Reference source not found.** or as the circumstances require;
- (c) reimburse 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;

ATHLETE ASSISTANCE PROGRAM (AAP)

- 23. The NSO will:
 - (a) publish criteria for the selection of athletes to the AAP by November 30, 2017; 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;
 - (b) comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in Section 13 of the AAP Policies and Procedures available online at: www.pch.gc.ca/sportcanada
 - (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 Guidelines manual available online at: www.pch.gc.ca/sportcanada

DISPUTE RESOLUTION METHOD

- 26. The NSO will provide a hearing and appeal procedure with respect to any dispute between the Athlete and the NSO that conforms with principles of natural justice and procedural fairness. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC. The details of this procedure will be published by the NSO under its "Selection Appeals Policy" found at www.fencing.ca/policies. The NSO also has a Dispute Resolution Policy in place.
- 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; and
 - (c) where the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out, that party will file a complaint through the process set out in the Selection NSO Selection 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. If the party receiving the Default Notice remedies the breach within the specified period of time, the dispute will be considered resolved and neither party will have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the Default Notice fails to remedy the breach within the specified period of time, and defaulting party still wishes recourse against the other concerning the matters alleged to comprise the default, that party will use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

NOTICE

29. Any notice required or permitted to be given to the NSO by the Athlete under this Agreement will be in writing and will be effective and deemed to have been received upon its delivery by courier to the NSO at 2451 Riverside Drive Ottawa, ON K1H 7X7 or delivery by email on the date the email is sent to hpd@fencing.ca
30. Any notice required or permitted to be given to the Athlete by the NSO under this Agreement will be in writing and will be effective and deemed to have been received upon its delivery by courier to the Athlete at their address as provided on the HP application or delivery by email on the date the email is sent to the email provided on the Athlete's HP application.

INSURANCE

31. The NSO will provide the Athlete with the option of enrolment in insurance.
32. The Athlete and NSO acknowledge that the Athlete is eligible to purchase group insurance coverage under the AthletesCAN / NSO benefits plan by contacting the High Performance Director before September 30, 2017. In the event that the Athlete purchases such insurance, the Athlete or someone on the Athlete's behalf will forward the details of the Athlete's policy to the NSO as soon as possible to ensure that there are no conflicts with any NSO-purchased insurance policy.

ASSUMPTION OF RISK

33. 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").
34. The NSO will reduce the Assumed Risk through risk management, including the implementation of an NSO Risk Management Policy and a risk registry,

TERMINATION

35. 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.
36. The NSO may terminate this Agreement, subject to s. 37 by providing written notice, prior to its scheduled expiry if the Athlete:
 - (a) 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:
 - (i) the limitation period for an appeal has passed or the Athlete has appealed and the appeal has been decided; and
 - (ii) the sanction against the Athlete was not reduced;
 - (b) has been convicted of a violent criminal offense; or
 - (c) has become ineligible to represent the NSO.
37. 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

38. This Agreement will be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

GENERAL PROVISIONS

39. 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.

40. 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.

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

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

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

Signed by CANADIAN FENCING FEDERATION
in the presence of:

Signature of Witness

Name of Witness

Occupation of Witness

CANADIAN FENCING FEDERATION
High Performance Director

Signed by [ATHLETE NAME]
in the presence of:

Signature of Witness

Name of Witness

Occupation of Witness

[ATHLETE NAME]