



## CANADIAN FENCING FEDERATION - HPP ATHLETE AGREEMENT

Please initial the bottom of each page, sign and return a scanned copy to this document to the High Performance Services Coordinator at [hppc@fencing.ca](mailto:hppc@fencing.ca)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN the CANADIAN FENCING FEDERATION, (hereinafter referred to as the CFF)

AND \_\_\_\_\_

residing at \_\_\_\_\_

(hereinafter referred to as the “Athlete”).

WHEREAS the Athlete has been duly nominated by the CFF in accordance High Performance Program (HPP) selection processes to be a member of the CFF HPP and the partake fully in the program as designated by the CFF;

WHEREAS the Athlete wishes to be an active competitor in CFF sanctioned events with his or her rights and obligations clearly defined;

WHEREAS if the Athlete is under the age of eighteen, the parent/guardian hereby joins in this document and in so doing agrees with the Athlete joining the CFF HPP and partaking fully in its activities and agrees to be responsible for the Athlete meeting all of his or hers obligations under this Agreement;

WHEREAS the CFF is recognized by the FIE (Fédération internationale d’escrime), and Sport Canada as the sole National Federation governing the sport of fencing in Canada;

WHEREAS the CFF recognizes the need to clarify the relationship between the CFF and the Athlete by establishing their respective rights and obligations;

WHEREAS the Sport Canada Athlete Assistance Program (hereinafter referred to as the AAP) requires these rights and obligations to be stated in a written agreement to be signed by the CFF and the Athlete who applies for assistance under the AAP.

AND WHEREAS the FIE requires that the CFF certifies the eligibility of the Athlete to compete as a member in good standing.

NOW THEREFORE the parties agree to the following:



---

## CFF OBLIGATIONS

1. The CFF shall, in accordance with its Bylaws, Rules and Regulations and Policies and Procedures:
  - a) organize, select and operate teams of athletes, coaches and other necessary support staff (a “national team”) to represent Canada in the sport of fencing throughout the world;
  - b) publish selection criteria for all national teams at least three (3) months before the selection for any particular team and at least eight (8) months in advance of Major Games (i.e. Olympics, Commonwealth, Pan American, FISU and World Championships);
  - c) conduct selection of members to all national teams in a manner that is in conformity with the published selection criteria and generally accepted principles of natural justice and procedural fairness;
  - d) publish criteria for the selection of Athletes to the AAP ten (10) months prior to the commencement of the AAP funding cycle;
  - e) nominate all eligible Athletes for the AAP and thereafter, meet all the CFF’s obligations under the AAP Program to ensure Athletes will receive all the benefits to which they are entitled under the AAP;
  - f) organize programs and provide funding for the development and provision of coaching expertise, officials, competitions and training centers in Canada in the sport of fencing in accordance with the budget of the CFF and the priorities of the Board of Directors;
  - g) protect the eligibility of the Athlete by ensuring that a mechanism for the establishment of a trust fund for the Athlete exists that is in accordance with the FIE rules and Canadian taxation laws. The CFF shall advise the Athlete of the nature of all payments to and withdrawals from the trust fund;
  - h) provide HP Program information (training and competition) to the Athlete in the official language (English or French) of his or her choice in the form electronic correspondence or via the CFF web site;
  - i) provide a formal review of the annual training program of athletes receiving AAP support;
  - j) provide some funding for the Athlete receiving AAP support for training camps and international competitions in accordance with the budget of the CFF;
  - k) provide a support structure for the selection of six representatives, one per weapon (three male and three female) elected by the athletes to make up the CFF Athletes’ Council which will then select an Athlete’s representative to any committee where athlete representation is required; and
  - l) provide a hearing and appeal procedure that is in conformity with the generally accepted principles of natural justice and due process and includes access to an independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the CFF. The CFF will publish the details of this procedure in a prominent manner and provide details to any person requesting this information by or on behalf of the Athlete.

## ATHLETE’S OBLIGATIONS

2. The Athlete shall:
  - a) hold a CFF license validated by the respective province of registration for the 16-17 season;
  - b) purchase a FIE license on the CFF web site before December 15, 2016;
  - c) submit a complete CFF HP Program registration by December 15, 2016;
  - d) if receiving AAP support, compete in the national championships, unless injured (medical certificate required). Athletes will be given an exemption to this clause if selected for a conflicting National Team Project or due to extenuating circumstances beyond the athlete’s control (i.e. force majeure, a death in the family, etc.);



- e) if receiving AAP support, follow the annual training and competition plan developed by the National Coach or Weapon Leader (for the weapon for which the athlete has been carded). This includes the athlete modifying his or her personal training and competition plan, as directed by the National Coach or Weapon Leader to make sure it includes all the National Team Projects and Training Camps, as well as any specific elements that the athlete must work on as identified by the National Coach or Weapon Leader;
- f) if receiving AAP support, provide the National Coach or Weapon Leader and Executive Director, by email or by mail, with a copy of their personal annual training plan by January 18, 2017 and submit monthly training logs to the National Coach or Weapon Leader or any appropriate information related to training that the National Coach or Weapon Leader or Executive Director may request;
- g) if receiving AAP support, participate in all national training camps and all National Team Projects as described in the respective weapon programs. Athletes that are injured for a training camp are still expected to be present, even if they are not able to take part in all the training activities. Any Athlete who declines a National Team Selection (Team World Cup, Pan-Am or World Championships) will be recommended for immediate withdrawal of the AAP carding status, based on Section 11 of the AAP Policies and Procedures;
- h) if receiving AAP support, notify the CFF in advance, in writing, of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming project in the respective weapon program. In the case of an injury, ensure that a certificate from a medical doctor setting out the specific nature of the injury and anticipated date of return to competition is included with the notification;
- i) travel with the team for all National Team Projects as organized by the CFF;
- j) dress in the National Team uniform and other official clothing, provided by the CFF, while traveling or participating in any National Team Project;
- k) be present to observe, encourage and assist teammates once eliminated and no longer competing, during all National Team Projects;
- l) to the extent that is reasonably possible, avoid living in an environment that is not conducive to high performance achievement or taking any deliberate action that involves significant risks for the Athlete's ability to perform or limit the Athlete's performance;
- m) avoid the use of banned substance in contravention to the rules of the WADA, IOC, the FIE and Sport Canada Policy. Agree to submit to unannounced doping control tests in addition to other prior notice tests and at other times to doping control testing upon request of the Canadian Fencing Federation, Sport Canada, the Canadian Center for Ethics in Sports (CCES) or any other authority designated to do so by the CFF;
- n) if requested, submit completed "whereabouts forms" to CCES and WADA, with a copy to the HPP Coordinator, by the appropriate deadlines;
- o) avoid possession of anabolic drugs, and shall neither supply such drugs directly or indirectly to others, nor encourage their use;
- p) avoid any action or conduct that would reasonably be expected to disrupt or interfere with a competition or the preparation of any athlete for a competition;
- q) participate as may be requested by the CFF in any Doping Control/Education Program as formulated by the CFF in cooperation with Sport Canada and the CCES;
- r) complete the CCES on line anti-doping courses, True Sport Clean 101 and Sport Canada - Athlete Assistance Program, at the beginning of each new carding cycle and at times thereafter as required by Sport Canada.
- s) report, without delay, any physical or psychological problems/conditions to the National Coach or Weapon Leader for the duration of this contract. Any past physical or psychological problems/conditions which may have an impact on the athlete's current health must also be reported.



The athlete authorizes the National Coach or Weapon Leader to share confidential information about his/her health with the coach or other support staff working directly with the athlete if this information is deemed relevant;

- t) if receiving AAP support, participate in reasonable non-commercial promotional activities as may be requested by Sport Canada on behalf of the Government of Canada, where the arrangements for such activities are made through the CFF and are not for more than the equivalent of two working days for any individual Athlete unless incremental compensation is arranged and agreed to by the Athlete;
- u) if receiving AAP support, actively participate in all AAP evaluation activities. Athletes will cooperate fully in any evaluation of the AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation;
- v) read and comply fully with the "Guidelines of Conduct of Participants in National Team Activities";
- w) utilize the hearing and appeal procedure referred to in paragraph 1 (1) for remedy of complaints and issues involving the conduct or performance of CFF employed staff or coaches;
- x) make reasonable efforts to cooperate with the press and news media. Under no circumstances should an athlete make public statements that would impair the image of the CFF, the National Team or coaches and officials before utilizing the hearing and appeal procedure referred to in paragraph 1 (1) for remedy of complaints and issues. It is the duty of the National Team Member to promote the image of the sport in public appearances;
- y) avoid participation in all competitions where Federal Government Sport Policy (and the policies of the Canadian Fencing Federation) have determined that such participation is not permitted;
- z) abide by the team rules. Failure to do so may lead to one of the following sanctions.
  - i) Suspension; and/or
  - ii) If receiving AAP support, withdrawal from the program; and/or
  - iii) Withdrawal of international competition privileges; and/or
  - iv) Immediate dismissal from the National Team.
- aa) respect and abide by the Canadian Anti-Doping Program (CADP) as administered by the Canadian Centre for Ethics in Sport (CCES)

Nothing in this agreement shall be taken to supersede or replace any other commitments, responsibilities or obligations to which an Athlete is subject under CFF Bylaws, Rules and Regulations, Policies and Guidelines (such as those found in the Harassment Policy, the Code of Conduct, and so on). The obligations detailed in this Agreement are supplemental to all other obligations.

### DEFAULT OF AGREEMENT

- 3. Where one of the parties to this agreement is of the opinion that the other party has failed to conform its obligations under this agreement, it shall forthwith:
  - a) notify that party in writing of the alleged default;
  - b) where appropriate, indicate in the notice to that party the steps to be taken to remedy the situation; and
  - c) where appropriate, indicate in the notice a reasonable period of time within which such steps shall be taken;
  - d) if carded, the Athlete may direct such notice to the Manager of the Sport Canada Athlete Assistance Program to act on behalf of the Athlete for notice to the CFF for steps to remedy the situation.



- 
4. Where the party, which has given the notice referred to in paragraph 3(a) is of the opinion that the other party has not remedied the situation, it shall file a complaint through the hearing and appeal procedure referred to in paragraph 1 (1).
  5. The athlete acknowledges that violation of any provision of this agreement is an offense and subject to punitive measure as specified in Chapter 8 of the CFF Rules and Regulations.

#### DURATION OF AGREEMENT

This AGREEMENT comes into force on October 1, 2016 and terminates on September 30, 2017 and shall be interpreted according to the laws of Canada and the province of Ontario.

I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet “Athlete Assistance Program Policies, Procedures and Guidelines”, the “CFF HP Selection Policies” and this HPP Athlete Agreement. I agree to refund any assistance provided to me, payable to the Receiver General of Canada, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

THE CANADIAN FENCING FEDERATION

---

|             |  |                |
|-------------|--|----------------|
| <b>DATE</b> | <b>ATHLETE (Parent or Guardian for Minors)</b> | <b>WITNESS</b> |
|-------------|--|----------------|

---

|             |                                    |                |
|-------------|------------------------------------|----------------|
| <b>DATE</b> | <b>CANADIAN FENCING FEDERATION</b> | <b>WITNESS</b> |
|-------------|------------------------------------|----------------|