

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

BETWEEN

**THE CANADIAN YACHTING ASSOCIATION**

Portsmouth Olympic Harbour  
53 Yonge Street  
Kingston, Ontario  
K7M 6G4  
613 545 3044  
("The CYA")

AND

\_\_\_\_\_  
Name (the "Athlete").

\_\_\_\_\_  
Address

**WHEREAS** the CYA is recognized by the International Sailing Federation (ISAF), Sport Canada and the Athlete as the sole National Sport Organisation governing the sport of Sailing in Canada;

**AND WHEREAS** an Athlete who signs and returns this agreement to "The CYA" will be considered for selection to the Canadian Sailing Team, and if selected, shall be bound by the Terms and Conditions set out below.

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

**AND WHEREAS** the Sport Canada Athlete Assistance Program ("the AAP") requires these rights and obligations to be stated in a written agreement to be signed by the CYA and the Athlete who applies for assistance under the AAP;

**AND WHEREAS** the ISAF requires that the CYA certify the eligibility of the Athlete to compete as a member in good standing;

**AND WHEREAS** the CYA requires the Athletes abide by certain standards of conduct and co-operate with the CYA in its efforts to arrange sponsors, which will contribute funds to assist the CYA in running the National Team's program.

**NOW THEREFORE** the parties agree to the following:

### **CYA OBLIGATIONS**

1. The CYA shall:

- a) Organize, select and operate teams of Athletes, coaches and other necessary support staff (a "national team") to represent Canada in the sport of Sailing throughout the world;
- b) Publish selection criteria for all national teams at least 3 months prior to selection for any particular team, and at least 6 months in advance, in the case of major games teams (i.e., Olympics, Commonwealth, Pan American, FISU and World Championship Teams); The Olympic Development Committee reserves the right to select team members based on guidelines outlined within these selection criteria.
- c) Nominate all eligible Athletes to the AAP and thereafter ensure these Athletes will receive all benefits to which they are entitled under the AAP;
- d) Publish criteria for the selection of Athletes to the AAP 10 months prior to the commencement of the AAP eligibility cycle for the particular sport;
- e) Organize programs and provide funding for the development and provision of coaching expertise, officials development and event training centres in Canada in the sport of sailing (with consideration to budget constraints)
- f) Act in conjunction with organisations designated by the CYA to assist the Athlete in obtaining quality medical care and advice;
- g) Provide the Athlete, if selected to be a member of the National Team, with the National Team uniform, as reasonably required and as permitted by budgetary limits of the CYA;
- h) Protect the eligibility of the Athlete by ensuring that a mechanism for the establishment of a Financial Assistance Plan for the Athlete exists and is in accordance with the ISAF rules and Canadian Revenue Agency regulations.
- i) Provide a review of the Athlete's annual training program;
- j) Provide funding for the Athlete for training camps and competitions if budget allowances permit;
- k) Provide a hearing and appeal procedure that is in conformity with the principles of natural justice and due process which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the CYA, other than those related to the Athlete Assistance Program, and 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.
- l) Communicate with athletes both orally and in writing in the language of their choice (English or French)
- m) Provide for a representative elected by the athletes to sit as a voting member of the relevant decision-making bodies of the NSO (Olympic Development Committee 1 voting position, Board of Directors – 1 voting position)

## **ATHLETE'S OBLIGATIONS**

2. The Athlete shall:
  - a) Follow the training and competitive program mutually agreed upon by the National Team Coaching staff, the Athlete's personal coach and the Athlete, recognizing the responsibilities of the coaches in coaching-related decisions. The Athlete shall avoid living in an environment that is not conducive to high performance achievements or taking any deliberate action that involves significant risks for the Athlete's ability to perform or limits the Athlete's performance;
  - b) Provide the National Coach or his/her designate, by mail sent to the National Office, with an annual training chart and quarterly updates of changes to the chart as specified in the CST application or any other appropriate information that the CYA may request;
  - c) Subject to paragraph 2(d), participate in all mandatory training camps and competitions. All National Team Qualification Regattas are mandatory, unless specific permission for exemption is sought in writing from the High Performance Director;
  - d) Where possible, notify the CYA, in writing, of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in an annual training and competition program and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to the CYA within three weeks of the event;
  - e) Promptly notify the CYA in writing, of a decision to retire from active training and competition;
  - f) Avoid participating in any competitions where Federal Government Sport Policy has determined that such participation is not permitted;
  - g) Dress in the National Team uniform and other official clothing, if applicable, while travelling or participating as part of the National Team (e.g. opening, closing, medal ceremonies), such activities and events to be determined at the discretion of the CYA and notice of said designation as a "National Team Event" to be provided to the athlete in writing at least 30 days in advance of said activity or event;
  - h) Technical clothing provided by official CYA sponsors must be worn when provided, except when inappropriate for existing weather conditions;
  - i) Avoid any action or conduct that would be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;
  - j) Act in a reasonable and acceptable manner; unacceptable behaviour includes but is not limited to; unsportsmanlike conduct, wilful damage to property, actions that would cause the Athlete to lose eligibility to compete in Olympic Games, or Major Games or in competitions sanctioned by ISAF;
  - k) During or at National Team training camps and competitions Athletes should drink responsibly at all times, remembering that they are role models and representatives of their club and the CYA;
  - l) Avoid the use of banned substances in contravention to the rules of ISAF, IOC, the Canadian Anti-Doping Program (CADP), and Sport Canada policy and submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests, and submit at other times to doping-control testing when requested by CYA, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so.
  - m) Avoid possession of anabolic drugs and substances illegal under Canadian laws, and shall neither supply such drugs directly or indirectly to others, nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance-enhancing practices;

- n) Participate in any Doping Control/Education Program as formulated by the CYA in co-operation with Sport Canada or other organisations designated by the CYA;
- o) Participate in reasonable sport-related, non-commercial promotional activities on behalf of the Government of Canada, where the arrangements for such activities are made through the CYA 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;
- p) Be and remain an individual member in good standing with the CYA and in particular ensure that any payment due by the Athlete to the CYA is paid on time (within 30 days of invoice);
- q) Promptly advise the CYA of any change of address or program status to ensure timely receipt by the Athlete of information and allowances;
- r) Provide biographical data to the CYA on request;
- s) Acknowledge having received and read a current copy of the Canadian Sailing Team guidelines, a copy of which is set out in Appendix A, and agree to comply with and be bound by those rules, procedures and policies;
- t) 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;
- u) Understand that the CYA shall not be liable for any injury or loss occasioned by the Athlete while travelling to or from, or during any competition, international assignment or training camp, nor shall the CYA be responsible for any damages or losses caused by the Athlete during the same time. The Athlete agrees to indemnify the CYA and hold it harmless from any claims or demands in respect of such loss or damage. This waiver and indemnity shall apply notwithstanding any acts of negligence, breach of contract or wrongful acts on the part of the CYA, its staff, agents, directors and officers;
- v) Utilise the hearing and appeal procedure referred to in paragraph 1(k) for remedy of complaints and issues especially where the situation involves the conduct or performance of CYA employed staff or coaches.

### **AGREEMENT**

- 3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract. The parties agree to submit to the jurisdiction of the courts of Ontario with respect to any disputes arising under this Agreement. This Agreement constitutes the entire agreement between the CYA and the Athlete and may only be amended by agreement in writing by both parties.
- 4. This Agreement shall inure to the benefit of the parties hereto. It is not assignable by either party and does not inure any rights to their respective heirs, executors, administrators, successors and assigns.

### **DEFAULT OF AGREEMENT**

- 5. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, it shall occur forthwith:
  - a) The one party shall notify the other party in writing of the particulars of the alleged default.
  - b) If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps;
  - c) The parties agree that the giving of the above referred-to 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.

- d) If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to compromise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wished recourse against the other concerning the matters alleged to compromise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.
- e) On AAP related matters the Athlete may direct such notice to the Manager of the Sport Canada Athlete Assistance Program, who may act if appropriate on behalf of the Athlete and indicate to the CYA the steps to take to remedy the situation.

**DURATION OF AGREEMENT**

6. This AGREEMENT comes into force on January 1st, 2011 and terminates on the 31st day of January, 2012.

**ATHLETE DECLARATION**

7. I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program, I undertake to fulfil all commitments and responsibilities outlined in the booklet Athlete Assistance Program, Procedures and Guidelines and my Athlete/NSO 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 YACHTING ASSOCIATION**

WITNESS (to CYA Rep.)	DATE	SIGNATURE (CYA Rep.)

**THE ATHLETE**

WITNESS (to the Athlete)	DATE	SIGNATURE (Athlete)

## **APPENDIX "A"**

### **CANADIAN SAILING TEAM GUIDELINES**

#### **NATIONAL TEAM SELECTION**

The CYA will endeavour to establish and communicate to the Athlete selection criteria, including the manner in which incomplete trials are resolved, for all National Teams at least three months prior to the selection for any particular team and at least 6 months in advance in the case of major games. Notwithstanding any objective selection criteria, the CYA does reserve the right to reject any Athlete it believes on reasonable grounds would be unsuitable for participation in the National Team's program, notwithstanding that Athlete's performance in competition.

#### **ATHLETE FINANCIAL ASSISTANCE**

The CYA will endeavour to advise the Athlete of applicable assistance programs for which the Athlete is eligible and will attempt to assist the Athlete to obtain the benefit of those programs provided, however, the CYA will not have any responsibility if the Athlete fails for any reason to obtain any such assistance.

#### **SPONSORSHIP RULES AND PROCEDURES**

As public funding continues to diminish and the competition for corporate dollars increases, many national sport organisations are experiencing significant financial constraints in accomplishing their objectives. In many cases, CYA has been forced to reduce the level of support that had been previously directed to High Performance Athletes. The financial burden to maintain improved performances has thus fallen directly to the individual athlete.

The corporate sector support provides an avenue for commercial endorsements and sponsorships. This support is valuable to both the athlete and the CYA in efforts to reach their objectives. In order to achieve value for sponsors, the Association may develop initiatives and activities that require athlete participation. The athlete will provide all reasonable assistance to CYA in its fundraising and marketing efforts. Without limitation, each year the Athlete agrees to make three (3) public and promotional appearances on behalf of the CYA. The Athlete will comply with any reasonable requests made by the CYA and/or their sponsors. The athletes shall not be required to make any appearances or assist CYA as set out above if any such appearances or assistance will interfere with the Athletes training, competition or other schedule, as determined by the Head Coach. If the Athlete is required to make more than three sponsor related appearances each year on behalf of the CYA, the Athlete will then be compensated \$500 per appearance. The Athlete must communicate all public appearances to the CYA for recording and reporting purposes.

The Canadian Sailing Team is a valuable sponsorship property of the Canadian Yachting Association. Accordingly, sponsors and suppliers view the CST as an "entity" that, by way of partnership, can deliver upon their objectives in targeting the sailing community. The following guidelines are intended to both direct and protect the CYA, the Athlete, the CST and the CST's official sponsors and suppliers.

#### **ATHLETE – INDIVIDUAL SPONSORSHIP**

##### **General Principles:**

The following principles shall govern all individual athlete sponsorships or endorsements:

- CYA recognises the rights of individual athletes to secure their futures through the use of personal endorsements and shall make all reasonable efforts to promote the endorsement potential of athletes within existing international and Canadian regulations.
- CST Athletes are expected to support and respect the agreements of all CST Official sponsors and suppliers.

- The eligibility of the athlete must never be jeopardised by any commercial involvement.
- The properties of the CYA may be used in any form of athlete personal endorsement and appearances as long as written pre-approval has been obtained from the CYA in each and every case.
- The CYA has the right to define full or limited sponsor exclusivity and various rights of refusal associated with such agreements. This includes the right to reasonably assign such limitations to personal endorsement agreements.
- CYA has the unconditional and exclusive right to enter into overall sponsor, supplier or commercial agreements on behalf of Association teams, groups, events or programs.
- Athletes under the CYA jurisdiction are required to abide by all overall Association or Team agreements, and may be prohibited or restricted from entering into private agreements with other commercial sponsors who may be deemed to be competitors with these Association sponsors.
- Athletes and/or their agents may not negotiate, sell or otherwise offer the use of any Association, team, and event or program properties for the use of private commercial sponsors without the prior written consent of the CYA. The CYA permission must be acquired prior to the Athlete's signing the agreement.

## **ASSOCIATION, TEAM AND INDIVIDUAL PROPERTIES:**

### **Individual Athlete Properties:**

- When acting as an individual, the personality of an athlete has associated endorsement properties. These properties are the personal property of an individual athlete. CYA has no rights to market them except with the express consent of the athlete.
- The properties which are the exclusive right of an individual athlete, when not engaged in an activity or event associated with the team as set out in the Athlete's Obligations section 2 (g) of the Athlete Agreement include:
  - Name
  - Image
  - Photograph
  - Likeness
  - Autograph or Signature
  - Verbal or written endorsement
  - Voice
  - Film or Video Image
  - Personal Appearances

### **Association, Team or Event Properties:**

- A specific photograph, sketch, likeness, signature or other similar individual or group athlete image identified by uniform, clothing, equipment or activity as part of the CYA or National Team is CYA property and belongs solely to the Association.
- An Athlete under the jurisdiction of the CYA is considered to be engaged in a team event under the following circumstances:
  - a) When wearing any item of supplied team clothing
  - b) When engaged in training or competition activity which is sanctioned, funded or part of approved Association development activities
  - c) When appearing in single or group photos of teams of competition activities
  - d) When travelling as a team or while in vehicles identified as team equipment
  - e) When identified in advertising and promotion together with team or CYA logos, insignia, official phrases or other merchandising properties
  - f) While engaged in promotion on behalf of the CYA, team and/or Official Sponsor/Suppliers such as fundraising, book promotions, etc...
  - g) When appearing or identified in advertising of Team goods, products or services provided to athletes by official suppliers
  - h) When participating in an activity that has been designated a Team Event in accordance with the provisions of section 2(g) of the Athlete Agreement.

- Association or team properties may not be used in any individual athlete endorsement without prior approval. The CYA has the right to charge a fee payable to the CYA for the use of such properties. In this instance, the amount of the fee will be determined on a case-by-case basis, in consultation with the athlete or athlete representative.

**Corporate Identification on Competition Apparel:**

- National Team Competition Apparel will display the CYA name and logo, as well as selected names and logos of the CYA sponsors and suppliers. Corporate identification of individual athlete sponsors or endorsers cannot be displayed on the National Team Apparel when the athlete is under the jurisdiction of the CYA as previously defined. National Team Apparel will change from year to year and may include the following, not limited to:

Shorts  
 Golf Shirt  
 Jacket/Vest  
 Hats  
 Sunglasses/Eyewear  
 Backpack  
 Shoes  
 Personal Flotation Device

This list can be expanded at the discretion of the CYA as the equipment is provided by the CYA and/or team suppliers.

- At the discretion of the CYA, corporate identification of an individual athlete sponsor or endorser can be displayed on the athletes' National Team Competition Apparel. If such is the case, specific terms guiding the display and use of the corporate identification will be identified by the CYA on an individual basis.

**Corporate Identification on Equipment:**

- No corporate identification of individual athlete sponsors or endorsers may be displayed on the athlete's equipment (hull, sails, spars) that is in violation of the rules of the IOC, ISAF and the CYA under any circumstance.
- Corporate identification of individual athletes sponsors or endorsers may be displayed on the athlete's equipment when the athlete is under the jurisdiction of the CYA under the terms identified below.

- 1) Providing the association with the individual athlete sponsor does not violate existing or pending agreements between the CYA and a CYA corporate sponsor or supplier, corporate identification on the hull can be displayed as per ISAF Racing Rules Appendix I (Advertising Code).
- 2) Providing association with the individual athlete sponsor does not violate existing or pending agreements between the CYA and a CYA corporate sponsor or supplier, corporate identification on the spars (mast and boom) can be displayed as per ISAF Racing Rule Appendix I (Advertising Code).
- 3) Under the provision that the CYA secures a significant team sponsor, the CYA reserves the right to advertise this sponsorship, as per RRS Appendix I (Advertising Code).

3.1 Advertising on Boats other than Sailboards will be as ISAF Race Rules Appendix I

3.2 Advertising on Sailboards will be as ISAF Race Rule Appendix I

- 4) All CYA-approved Athlete sponsor contracts that include display of advertisement by the Athlete on their sail, hull, spar, equipment or body shall terminate one year after the approval of the advertising by the CYA, and must be re-approved on an annual basis unless CYA has approved in writing an alternative term prior to the execution of that contract.

## **DISCIPLINE**

The National Team coach and National team staff shall have the right to discipline the Athlete on an initial basis. Such discipline may include removing an Athlete from a particular event and/or suspending an Athlete's participation in the National Team's program.

## **APPEAL PROCEDURE**

Any decision made by CYA or its Committees may be appealed by the Athlete to the CYA Board of Directors for a further review. The Board of Directors may appoint a separate Panel of no less than 3 people to review the decision. No member of the Board who's decision is being appealed may sit on the Board or Panel reviewing that decision. Such an appeal to the Board of Directors must be made within 15 days of the athlete becoming aware of the decision he/she is asking to be reviewed. The hearing of appeals made after this 15 day period shall be at the sole and absolute discretion of the CYA Board of Directors. A request to the Board for a review shall be made in writing by the Athlete and addressed to the Executive Director of CYA, with a copy to the President, and such written request shall set out in reasonable detail the grounds on which the Athlete believes that the original decision is wrong and why it should be reviewed by the CYA Board of Directors. The matter shall be reviewed and adjudicated upon by the Board of Directors at its earliest convenience, accounting for any relevant deadlines. The CYA Board of Directors, in its discretion, may request the presence at its meeting of the involved parties, including the Athlete, or may request participation in the meeting by conference telephone call or in any other manner which is reasonable in light of the particular circumstances. The Athlete shall have the right to make submissions to the Board of Directors either in writing, in person, by teleconference or by some other means determined by the Board, which in the discretion of the Board is deemed appropriate. The decision of the CYA Board of Directors shall be communicated to the Athlete in writing by either the Executive Director or the President of CYA.

If an Athlete disputes a decision of the CYA Board of Directors, the Athlete shall be entitled to refer the matter to final binding arbitration co-ordinated by the Sport Dispute Resolution Centre of Canada (SDRCC) except in the case of carding decisions which are subject to the appeal procedure set out in the Athlete Assistance Program Policies and Procedures. In the case of arbitration by SDRCC the arbitration will be conducted in accordance with the arbitration rules provided from time to time by SDRCC, and both the Athlete and CYA agree to execute an arbitration agreement in the standard form requested by SDRCC under its Alternate Dispute Resolution Program. The Athlete and CYA agree that the arbitration panel may receive submissions on costs and make a determination in respect to costs, and both the Athlete and CYA agree that either party may be required to pay the costs of the arbitration of the other party, including reasonable legal fees, as a result of such determination. The Athlete and CYA agree that the decision of the arbitration panel established by the SDRCC shall be final and binding upon the party to this agreement with no further recourse by either party to any court of competent jurisdiction.