

ATTACHMENT "B"

Date:

**Sail Canada
2019 Pan American Games
Athlete Agreement**



ATHLETE AGREEMENT made this ____ day of ____, 20__

BETWEEN

SAIL CANADA

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

AND

Name (the "Athlete").

Address

WHEREAS Sail Canada is recognized by World Sailing, Sport Canada and the Athlete as the sole National Sport Organisation governing the sport of Sailing in Canada;

AND WHEREAS Sail Canada recognizes the need to clarify the relationship between Sail Canada and the Athlete by establishing each party's respective rights and obligations;

ND WHEREAS World Sailing requires that Sail Canada certify the eligibility of the Athlete to compete as a member in good standing;

AND WHEREAS Sail Canada requires the Athlete abide by certain standards of conduct and cooperate with Sail Canada as sponsors are acquired.

NOW THEREFORE the parties agree to the following:

SAIL CANADA OBLIGATIONS

1. Sail Canada 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 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 High Performance Director in consultation with the High Performance Advisory Committee reserves the right to select team members based on guidelines outlined within these selection criteria;
- c) 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);
- d) Act in conjunction with organisations designated by Sail Canada to assist the Athlete in obtaining quality medical care and advice;
- e) Provide the Athlete, if selected to be a member of the Team, with the Team uniform, as reasonably required and as permitted by budgetary limits of Sail Canada;
- f) 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 Racing Rules of Sailing and Canadian Revenue Agency regulations;
- g) Provide a review of the Athlete's games preparation program;
- h) Provide an 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 Sail Canada, 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;
- i) Communicate with Athletes both orally and in writing in the language of their choice (English or French);

ATHLETE OBLIGATIONS

2. The Athlete shall:

- a) Acknowledge having received and read a current copy of the High Performance Athlete 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;
- b) Provide the High Performance Director and Team Coaching staff or his/her designate, via electronic system, with an games preparation plan, along with electronic daily & monthly activity logging, and provide any changes and/or updates to the training program to his/her designate in a timely manner;
- c) Follow the training and competitive program mutually agreed upon by the High Performance Director and 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;
- d) Subject to paragraph 2(e), participate in all mandatory training camps and competitions. All Team Qualification Regattas are mandatory, unless specific permission for exemption is sought & granted in writing from the High Performance Director;
- e) Where possible, notify Sail Canada, in writing, of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in the games preparation plan 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 Sail Canada within three weeks of the event;
- f) Promptly notify Sail Canada in writing, of a decision to retire from active training and competition;

- g) Avoid participating in any competitions where Federal Government Sport Policy has determined that such participation is not permitted;
- h) Wear the supplied Team uniform and any official Sail Canada partner apparel while travelling and anytime participating as part of the Team, including podium, interviews, public appearances, onshore activities (including photos & videos being published on social & electronic mediums);
- i) Technical apparel and gear (for sail training, racing, or land training) – when provided by Sail Canada and Sail Canada sponsors - must be worn and used for the activity they are designed for. Exception is granted when apparel or gear is inappropriate for existing environmental conditions or particular activity;
- j) Sail Canada's logo, Sail Canada's partner logos, and logos of supporters conflicting with Sail Canada's partners will not be placed on clothing, gear, equipment, nor documents and electronic media referring to the Canadian Sailing Team except when approved to do so by Sail Canada office. If approved, Athlete will follow directions for image formatting, spacing and location.
- k) 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;
- l) Act in a reasonable and acceptable manner, avoiding engaging in actions or activities that may bring Sail Canada into disrepute. Unacceptable behaviour includes but is not limited to:
 - i. unsportsmanlike conduct,
 - ii. wilful damage to property,
 - iii. Disparaging Sail Canada or its partners in any medium (includes social media),
 - iv. actions that would cause the Athlete to lose eligibility to compete in Olympic Games, or Major Games or in competitions sanctioned by World Sailing;
- m) Respect and comply with the Canadian Anti-Doping Program of the Canadian Centre for Ethics in Sport including but not limited to:
 - i. Avoid the use of banned substances and methods that contravene the rules of International Olympic Committee (IOC), the rules of World Sailing and the Canadian Anti-Doping Program;
 - ii. 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 Sail Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
 - iii. Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly 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 Sail Canada in co-operation with Sport Canada or other organisations designated by Sail Canada;
- o) Complete the CCES online anti-doping education course: True Clean Sport 101 and the Sport Canada Athlete Assistance module. 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 Sail Canada 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 Sail Canada and in particular ensure that any payment due by the Athlete to Sail Canada is paid on time (within 30 days of invoice);
- q) Promptly advise Sail Canada of any change of address or program status to ensure timely receipt by the Athlete of information;
- r) Provide biographical data to Sail Canada on request;
- s) Understand that Sail Canada 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 Sail Canada be responsible for any damages or losses caused by the Athlete during the same time. The Athlete agrees to indemnify Sail Canada 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 Sail Canada, its staff, agents, directors and officers;

- t) 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 Sail Canada 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 Sail Canada 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.

APPEAL PROCEDURE

5. An Athlete in good standing with Sail Canada who is affected by a decision of Sail Canada will have the right to appeal that decision, if there is sufficient grounds for an appeal. The appeal will be conducted in accordance with Sail Canada Policy; Appeals Process and Dispute Resolution in place at the time the dispute occurred. The current Policy; Appeal Process and Dispute Resolution, can be found on the Sail Canada website at <https://www.sailing.ca/policies-s15660>

DEFAULT OF AGREEMENT

6. 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;

DURATION OF AGREEMENT

6. This AGREEMENT comes into force 5 days prior to the first race of the Canadian Selection Event for the class(es) one wishes to compete in and terminates on the 30th day of August, 2019.

SAIL CANADA

WITNESS (to Sail Can Rep.)

DATE

SIGNATURE (Sail Can Rep.)

THE ATHLETE

WITNESS (to the Athlete)

DATE

SIGNATURE (Athlete)

APPENDIX "A"

ENDORSEMENT, SPONSORSHIP AND MARKETING

Sail Canada supports the Team Athletes through a number of resources. Contributions from, amongst others, Sport Canada, the Canadian Olympic Committee, the Canadian Paralympic Committee, Wind Athletes and Sail Canada's own resources are all part of the funding mix. To stay competitive requires Sail Canada to develop additional sources, making endorsements and corporate sponsorship key to this. Sail Canada needs to be able to provide exposure for potential sponsors and thereby increase the likelihood of attracting such support.

Opportunities to raise the profile of the Team amongst the general and corporate population include wearing the Team uniform at championships, public relations & media events and when travelling, and showcasing Team supporters on equipment and gear.

The following guidelines are intended to both direct and protect Sail Canada, the Athlete, the Team and the Sail Canada official sponsors and suppliers:

The corporate sector support provides an avenue for commercial endorsements and sponsorships. This support is valuable to both the Athlete and Sail Canada 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 Sail Canada in its fundraising and marketing efforts. Without limitation, each year the Athlete agrees to make three (3) public and promotional appearances on behalf of Sail Canada. The Athlete will comply with any reasonable requests made by Sail Canada and/or their sponsors. The Athletes shall not be required to make any appearances or assist Sail Canada as set out above if any such appearances or assistance will interfere with the Athletes training, competition or other schedule, as determined by Sail Canada's High Performance Staff. If the Athlete is required to make more than three sponsor-related appearances each year on behalf of Sail Canada, the Athlete will be compensated by honorarium &/or travel expenses. The Athlete must communicate all public appearances to Sail Canada for recording and reporting purposes.

Attributes and Properties

General Principles:

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

- Sail Canada 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.
- Team Athletes are expected to support and respect the agreements of all Canadian Sailing Team Official sponsors and suppliers.
- The eligibility of the Athlete must never be jeopardised by any commercial involvement.
- The properties of Sail Canada may be used in any form of Athlete personal endorsement and appearances as long as written pre-approval and direction for property display & use has been obtained from Sail Canada in each and every case. Should an individual Athlete be found to have used Sail Canada properties in any form for personal endorsement and appearance without pre-approval from Sail Canada, the individual Athlete will be deemed as acting in breach of this Agreement.
- Sail Canada 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.
- Sail Canada 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 Sail Canada 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 Sail Canada. Sail Canada permission must be acquired prior to the Athlete's signing the agreement.

Personal Attributes

This refers to the specific image, name, photograph, description or other identifiable property of the Athlete. When the individual's attribute has no identification whatsoever (including uniform and team clothing) with Sail Canada or the team, the attribute belongs exclusively to the Athlete.

When an Athlete is acting as an individual, Sail Canada accepts and acknowledges it has no rights to market his/her individual properties without the consent of the Athlete.

Athlete Attributes

When an individual's attribute, whether appearing individually or as part of a group, can be identified by uniform, clothing, equipment or activity as part of the Team, the promotion of the property is a shared responsibility between the Athlete and Sail Canada.

The Athlete cannot enter into a sponsorship, endorsement or advertising agreement and use attributes that can be identified as team properties without prior consultation with Sail Canada CEO or his/her designate. If there is no conflict with Sail Canada sponsors, endorsements or advertising, consent will not be unreasonably withheld and Sail Canada will not normally require a fee for use of its property. Athletes are required to wear Team clothing during all public relations activities where attributes are linked to the the Team and Sail Canada.

Sail Canada may use an Athlete's attribute in marketing/promoting team or program properties. Sail Canada will request the Athlete's permission to use the selected attribute. The expectation is that permission will not be unreasonably withheld and that if after one week, no response has been received, Sail Canada will assume permission has been granted.

Sail Canada and Team Attributes

Team attributes occur when two or more Team Athletes occur as a group, whether by image, name, likeness or other identifiable attribute and are used to promote Sail Canada, the Team and sponsored events. This may include two or more Athletes in one competitive shot, or a composite of 2 or more Athletes. Use of team attributes may extend to partners of the association when they choose to advertise their sponsorship or support of the sport and/or Team activities. Under these circumstances the sponsor must receive permission from Sail Canada prior to such advertising taking place.

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 Sail Canada or the Team is Sail Canada property and belongs solely to the Association.
- An Athlete under the jurisdiction of Sail Canada 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 Sail Canada logos, insignia, official phrases or other merchandising properties
 - f) While engaged in promotion on behalf of Sail Canada, 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(h) of the Athlete Agreement.
- Association or team properties may not be used in any individual Athlete endorsement without prior approval. Sail Canada has the right to charge a fee payable to Sail Canada 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.

Third Party Use

When a sponsor, media or third party requests use of an Athlete's image for commercial use the following process will be followed:

1. Image use details such as volume of distribution and nature of use will be gathered.
2. Details will be passed on to the Athlete via email. The Athlete is expected to respond.
3. If no response is received after three days another Athlete's likeness will be offered to the third party.
4. In the case of the Athlete withholding approval, the reason for withholding approval shall be provided in writing to Sail Canada.

Boats, Equipment and Gear

Boats, equipment & gear are powerful tools for the promotion, endorsement and advertising. Sail Canada recognises the right granted under the RRS for areas available to be used by the Athlete. In the event that the Athlete is not using any or all of these areas, it is expected that the right to use such areas will be assigned by the Athlete(s) to Sail Canada for use in promoting, endorsing or advertising on behalf of Team sponsor or partner.

Corporate Identification on Competition Apparel:

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

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

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

- At the discretion of Sail Canada, corporate identification of an individual Athlete sponsor or endorser can be displayed on the Athletes' Team Competition Apparel. If such is the case, specific terms guiding the display and use of the corporate identification will be identified by Sail Canada 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, World Sailing and Sail Canada 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 Sail Canada under the terms identified below.
- 1) Providing the association with the individual Athlete sponsor does not violate existing or pending agreements between the Sail Canada and a Sail Canada corporate sponsor or supplier, corporate identification on the hull can be displayed as per ISAF Regulation 20 (Advertising Code).

- 2) Providing association with the individual Athlete sponsor does not violate existing or pending agreements between Sail Canada and a Sail Canada corporate sponsor or supplier, corporate identification on the spars (mast and boom) can be displayed as per ISAF Regulation 20 (Advertising Code).
- 3) Under the provision that Sail Canada secures Team sponsor, Sail Canada reserves the right to advertise this sponsorship, as per World Sailing Regulation 20 (Advertising Code), on all areas of the boat, sails and equipment, subject to the limitations of ISAF Regulation 20.4 and Table 1 of the Advertising Code.
 - a) Advertising on Boats other than Sailboards will be as per ISAF Regulation 20
 - b) Advertising on Sailboards will be as per ISAF Regulation 20
- 4) All Sail Canada-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 Sail Canada, and must be re-approved on an annual basis unless Sail Canada has approved in writing an alternative term prior to the execution of that contract.

DISCIPLINE

The Team coach and High Performance 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 Team's program.