



2024 Olympic Games – Sail Canada Internal Nomination Process

1. General

Responsibilities

- The *High Performance Director* is responsible for developing and approving the selection process and procedures for the team that will be nominated to the COC for the *2024 Paris Olympic Games*.
- The national team coaches, in consultation with the high performance Director, are responsible for the implementation of these procedures. All team nominations, including alternates and staff, will be ratified by the High Performance Director in consultation with the Chief Technical Officer.
- The High Performance Director is responsible for ensuring that the process outlined in this document is properly followed and that the selection process is fair and equitable for all candidates.

Unforeseen Circumstances

- This INP is intended to apply as drafted and, specifically, where no athletes are prevented from competing because of an unforeseen injury or other unanticipated or unforeseen circumstances. Situations may arise where unforeseen circumstances or circumstances beyond Sail Canada's control do not allow competition or nomination to take place in a fair manner or in the best interests of the priorities and general principles for selection as indicated in these criteria, or do not allow the procedure for nomination as described in this document to be applied. In the event of such unforeseen circumstances the Sail Canada High Performance Director (HPD) will, where possible, consult with the Sail Canada Olympic selection Committee to determine if the circumstances justify competition or nomination should take place in an alternative manner. In such circumstances, the HPD shall communicate the alternative selection or nomination process to all impacted individuals as soon as possible.

Covid Clause

- Where applicable, all athletes and support teams will comply with the vaccination policies and vaccination requirements of the NSO, COC, World Sailing, IOC, and the host country of the event.

2. Introduction

Purpose

- The purpose of this document is to set out the process and criteria that will be used by *Sail Canada* to select athletes to the Paris 2024 *Games* team

Sail Canada Performance Objective

- This Internal Nomination Process has been developed to select Athletes and/or Teams that have demonstrated an ability to achieve SC's performance objective at the 2024 Olympic Games, which is to
- A/ achieve 3 top 10 finishes, one Olympic medal
- B/ gain experience at the Olympics for identified athletes who have medal potential in 2028.

Team Size

- *Sail Canada* may nominate to the COC up to the maximum number permitted by 2024 *Games* entry regulations.
- Sail Canada is under no obligation to use all slots awarded by the IOC, should there be a chance that Sail Canada will turn down a spot.

3. Decision Making Authority

- The Canadian *Games* Team will be selected by Sail Canada High Performance Director
- All Sail Canada nominations are also subject to the approval of the COC.
- The High Performance Director has the final authority over the selection of the team. After the selection process is completed, if any events remain unfilled, the High Performance Director has the authority to fill those events. If unanticipated circumstances arise that are not covered in the selection criteria, a final and binding decision will be made by the High Performance Director .
- Although the High Performance Director has the authority to select team members pursuant to the selection criteria set out in this INP, the Olympic Selection Committee of *Sail Canada* will ratify the final selection of the team to ensure that the selection criteria were adhered to and that the decisions were made in an objective and impartial manner.

The OSC shall consist of:

- The High Performance Director (who shall be the Chair of the OSC)
- The Chief Technical officer
- The volunteer panel on the OSC

The OSC shall consider the following factors(in no priority order)to select Teams pursuant to this section:

- Finish position in the trials selection events (method A or B)
- Whether, on the basis of the Athlete or Team's performances achieved at past Olympic Games, World Championships or World Cup Events, the Athlete or Team has demonstrated an ability to achieve SC's performance objective
- Experience in the affected position in the boat;
- Team compatibility

No member of the HPC – whether a voting or a non-voting member – shall participate in any discussions or decisions regarding the nomination of any athletes with whom they have a perceived or real conflict of interest. Any member of the OSC who considers that they are in a position of a perceived or real conflict of interest must declare such a conflict before any discussions are held or decisions are made and must remove themselves from any meetings until the matter giving rise to the perceived or real conflict of interest has been resolved by the OSC.

On site Decision making

- During the actual competition period onsite at the 2024 Games, all final decision making authority will reside with the The team leader or in their absence the Chief Technical Officer.

IF Eligibility

- The *World Sailing Eligibility* criteria can be found at [Paris2024-QS-Sailing.pdf \(olympics.com\)](#) and, in the event of a discrepancy, the original *World Sailing* version will prevail. In the event of changes by World Sailing to the selection and eligibility criteria, Sail Canada is bound by these changes and will inform impacted individuals as soon as possible.

Athlete Eligibility

In order to be eligible for nomination to the Canadian Olympic Committee for Olympic or Pan American Team selection, an athlete must:

1. Be a Canadian citizen (this refers to Rule 41 of the Olympic Charter).
2. Have a valid Canadian passport that does not expire on or before 02/11/2025 (must be valid for at least up to 6 months after the Games).
3. Be in compliance with all relevant IF, and IOC requirements for eligibility.
4. Sign, submit, and comply with the COC Athlete Agreement and Organising Committee (OCOG) Conditions of Participation form no later than at least June 21, 2024). Where the athlete is under the age of 19 years, the parent or guardian must also sign these agreements.
5. Sign, submit and comply with the Sail Canada Intention to compete form (appendix b)
6. Sign, submit and comply with the Sail Canada Code of conduct (appendix C) and Sail Canada Athlete agreement form (appendix A)
7. Be a member in good standing of Sail Canada .
8. Where applicable, comply with the vaccination policies and vaccination requirements of the NSO, COC, World Sailing, the IOC and the host country of the event

Additional Criteria

International Federation Eligibility Requirements

- Meet any residency rules in existence under World Sailing .
- Have appeared on the official World Sailing World Ranking List at any time between July 1, 2022 and June 30, 2024.
- Have competed in at least one of the Olympic Qualification Events
- Must be able to represent Canada in accordance with the eligibility requirements set out by World Sailing .

NSO Financial Requirements

- Must comply with all Sail Canada financial requirements prior to being named to the team.
- Athletes must have paid all outstanding invoices to Sail Canada at least 30 days prior to departure for the Games

Alternate Athlete Requirements

- Alternate athletes selected must also comply with all items contained in this document and must ensure that all administrative and financial obligations are fulfilled within 72 hours of notification of their pending team nomination.

Athlete Agreement

- Athletes must have signed the *current Sail Canada* National Team Member Athlete Agreement form and intention to compete form before the start of the 2023 World Championships
- Must acknowledge that they are aware of and agree to be bound by *Sail Canada* Rules of Conduct /Code of Conduct for members of National Teams, as well as any other relevant and applicable policies, including, but not limited to, any COC safe sport or Code of Conduct policies.

Other

- Athletes named to compete in the *2024 Games* will be required to comply with dress code regulations of the *NSO Name* Team and the Canadian Olympic Committee. This will include Official Team Competition Clothing Policy and the Official Team Podium/Parade Clothing Policy.
- Comply in all respects with the Anti-Doping Rules of the International Federation, the Canadian Anti-Doping Program (“CADP”) and the Anti-Doping Rules of any other

Anti-Doping Organization that has authority over them, and must not be serving a period of ineligibility or provisional suspension for an anti-doping rule violation at the time of nomination or during the Games; and

- Be available for sample collection and have provided accurate and up-to date whereabouts information on a regular basis as directed by *World Sailing* , and/or CCES.
- Athletes named to the *2024 Games* will only be allowed to use equipment that meets with the rules and regulations of World Sailing.

Athlete Selection Criteria and Process

- Selection to the 2024 Canadian Olympic Team in Sailing is a two-part process, which comprises of:
 - 1) qualifying a quota spots for Canada via the World Sailing (WS) Qualification System; and
 - 2) once such quota spots are qualified, being nominated to the Team through the Sail Canada Internal Nomination Process.

The details of the WS Qualification System can be found here:

[Paris2024-QS-Sailing.pdf \(olympics.com\)](#)

B. Acronyms and Definitions

"Athlete" shall be understood to mean a person who has notified SC, in accordance with below, that they wish to be considered for selection to the Olympic Team and/or has been selected to the Olympic Team.

"WS" shall be understood to mean World Sailing

"SC" shall be understood to mean Sail Canada

"HPD" shall be understood to mean the High Performance Director of Sail Canada

"Team" shall be understood to include the Canadian athlete or team of athletes sailing in a particular single-handed or double-handed Olympic Class sailboat or windsurfer

"OSC" shall be understood to mean Olympic Selection Committee

"COC" shall be understood to mean Canadian Olympic Committee

"Olympic Team" shall be understood to be the 2024 Canadian Olympic Sailing Team

Sail Canada Internal Nomination Process

This Internal Nomination Process has been developed to select Athletes and/or Teams that have demonstrated an ability to achieve SC's performance objective at the 2024 as stated in the Introduction

4

Trial Events

Method A

In the event that only one Team places in the Top-8 at the 2023 Olympic Class World Championships, and no other Team places within 10 overall finish positions of the Team that finished in the Top-8, they will automatically be nominated to the Olympic Team.

Or

If two or more Teams place in the Top-8 at the 2023 Olympic Class World Championships **and/or** another or other Team(s) place(s) within 10 overall finish positions of the lower finishing Top-8 result, then the selection process will move to Method B **for these teams only** as described below.

Method B -Two Event Selection:

In the event no team qualifies through method A the Team (or Teams) seeking to be selected to the Olympic Team shall compete at the following selection events:

Class	(Event 2)	(Event 3)
ILCA7 (men)	2024 World Championships	2024 Princess Sofia Regatta
ILCA6 (women)	2024 World Championships	2024 Princess Sofia regatta
49er (men)	2024 World Championships	2024 Princess Sofia regatta
49erfx (women)	2024 World Championships	2024 Princess Sofia Regatta
Nacra17 (mixed)	2024 World Championships	2024 Princess Sofia Regatta
Kite (men)	2024 World Championships	2024 Princess Sofia Regatta
Kite(women)	2024 World Championships	2024 Princess Sofia regatta
IQ foil (men)	2024 World Championships	2024 Princess Sofia regatta
IQ foil (women)	2024 World Championships	2024 Princess Sofia regatta

- If one event is not completed as per the event Notice of Race the back up event for all classes will be the 2024 European championships as long as they are not held within 30 days of the start of the Olympic Games (defined by the opening ceremonies)
- Each Team's Final Result scores from both selection events will be added together and the Team with the overall lowest score will be selected to the Olympic Team. Important: the Final Results will be inclusive of results achieved by competitor countries (i.e., even if a 5th place Team is the top Canadian result, their result will be a 5th place finish and not a 1st place ranking).
- In the event of a tie between two or more Teams, the highest overall placing Team involved in the tie at the end of Event 3 will be selected to the Olympic Team.

Removal of Athletes/Teams

- An Athlete/Team that has been selected to the Olympic Team by Sail Canada may be removed from the Team/ have their nomination withdrawn for any of the following reasons:

Voluntary withdrawal

- The Athlete or Team must submit a letter to the HPD indicating their desire to withdraw from the Olympic Team or withdraw their nomination from the Olympic Team.

Injury

- Injury or illness as certified by a physician approved by SC or agreed to between SC and the Athlete or Team. If an Athlete or Team refuses verification of his/her illness or injury by a physician approved by SC or refuses to agree to a physician with SC, his/her injury will be assumed to be disabling and he/she may be removed.

Violation of SC's Code of Conduct (Attachment C)

An Athlete or Team who is removed from the Olympic Team has the right to appeal as per Sail Canada Appeal Policy (Attachment D)

Once an Athlete and/or Team nomination is accepted by the COC, the COC has certain areas of jurisdiction over the Olympic Team. As such, in addition to respecting the SCCode of Conduct and applicable policies, Athletes and Teams must also respect the COC Code of Conduct and Grievance procedures.

5. Replacement of Athletes

5.1 Description of selection and approval process for determining replacement Athlete(s) should a vacancy occur:

After the beginning of the First Event (Method A -2023 Olympic Class World championships and through the end of the Third Event (Method B)

- In the event of the need to replace one Athlete in a double-handed boat, the OSC will use

the discretionary criteria described above to select or approve a replacement Athlete or the entire team

ii) From July 8, 2024 up to the Opening of the Village, the Paris Late Athlete replacement policy applies

- In the event of the need to replace an Athlete in a single-handed boat or the entire Team in a double-handed boat, the Athlete(s) will be replaced with the next best overall finishing boat from the Trial Events-from method b .
- In the event of the need to replace one Athlete in a double-handed boat, the OSC will use the discretionary criteria described in Section 3 above to select a replacement Athlete.

iii) After the submission of Entries by name to COC:

- Any replacements after nomination to the COC are subject to the approval of the COC Team Selection Committee. Following July 5, 2024 , any such replacements are also subject to the Paris 2024 Late Athlete policy

Removal of Athletes/Teams

- An Athlete/Team that has been selected to the Olympic Team by SC may be removed from the Team/ have their nomination withdrawn for any of the following reasons:
- Voluntary withdrawal, in which case the Athlete or Team must submit a letter to the HPD indicating their desire to withdraw from the Olympic Team/withdraw their nomination from the Olympic Team.
- Injury or illness as certified by a physician approved by SC or agreed to between SC and the Athlete or Team. If an Athlete or Team refuses verification of his/her illness or injury by a physician approved by SC or refuses to agree to a physician with SC, his/her injury will be assumed to be disabling and he/she may be removed.

Violation of SC's Code of Conduct

- An Athlete or Team who is removed from the Olympic Team pursuant to Sections has the right to appeal as per Sail Canada Appeal Policy (Attachment D)
- Once an Athlete and/or Team nomination is accepted by the COC, the COC has certain areas of jurisdiction over the Olympic Team. As such, in addition to respecting the SC Code of Conduct and applicable policies, Athletes and Teams must also respect the COC Code of Conduct and Grievance procedures.

Replacement of Athletes

- Description of selection and approval process for determining replacement Athlete(s) should a vacancy occur:

Prior to the submission of Entries by Name:

- After the beginning of the First Event (Method A -2023 Olympic Class World

championships and through the end of the Third Event (Method B)

- In the event of the need to replace one Athlete in a double-handed boat, the High Performance Director and the OSC will use the discretionary criteria described in above to select or approve a replacement Athlete.

After the Third Event and up to arrival to the Games

- In the event of the need to replace an Athlete in a single-handed boat or the entire Team in a double-handed boat, the Athlete will be replaced with the next best overall finishing boat from the Trial Events-from method b.
- In the event of the need to replace one Athlete in a double-handed boat, the OSC will use the discretionary criteria described in Section 3 above to select a replacement Athlete or team.

After the submission of Entries by name:

- After the opening of the Olympic Village (see appropriate date) and through the Olympic Games, the HPD in consultation with the NPC will use the discretionary criteria described in Section 3 to select all replacement Athletes and may select a replacement Team in the event of the need to replace one Athlete in a double-handed boat.
- Any replacements after nomination to the COC are subject to the approval of the COC Team Selection Committee. Following July 5, 2024, any such replacements are also subject to the Paris, 2024 Late Athlete replacement Policy.

Unforeseen Circumstances

- In the event of unforeseen circumstances, as determined by the OSC, the OSC shall have the full discretion to resolve the matter as it sees fit and in the best interests of making selection decisions that satisfy SC's stated performance objective as indicated in Section C of this document. When taking such action, the OSC shall take into account factors and circumstances that it considers will allow SC to achieve its stated performance objective.

Changes to this Document

- Following publication of this document, the OSC has the right to make modification should they be required or warranted as a result of Unforeseen circumstances or events beyond the control of SC (i.e., Changes to the WS Qualification System).
- This clause shall not be used to justify changes after a competition or trials which formed part of this INP unless it is related to an unforeseen circumstance.
- SC may also make changes to this document that have become necessary due to a typographical error or a lack of clarity in a definition or wording before it has an impact on Athletes or Teams.
- Any changes to this document shall be communicated to all Canadian Sailing Team Members and published on the Sail Canada website in a timely manner.

Date of Nominations

- The OSC will internally select and nominate Athletes and/or Team(s) to the Olympic Team based on the application of these criteria by June 1, 2024. Such nomination will be made directly to the Canadian Olympic Committee, respecting their deadline of June 24th, 2024 for final nominations of Olympic Team Members.

Appeals

- Appeals of selection/nomination decisions made by the High Performance Director must be brought forward according to the Sail Canada Appeals Policy in force at the time of the appeal. (appendix D)
- If both parties are in agreement, the Sail Canada Appeals Policy can be bypassed and the matter brought immediately before the Sport Dispute Resolution Centre of Canada (SDRCC), who will then manage the process

Staff Selection

- The High Performance Director *in consultation with the Chief Technical Officer* has the sole discretion in selecting the support staff, including team leader, coach(s) for the 2024 Games. The support staff will be selected based on the principle of sending a team of specialists that is best capable of assisting athletes in achieving podium performances at the Games. All staff must meet the COC eligibility criteria; sign and comply with all agreements by the deadline, complete mandatory training sessions, and be a member in good standing of the Coaching Association of Canada by June 24, 2024.. All selections are subject to COC approval.

Queries

For questions or clarifications on the contents of this document, please contact High Performance Director (Mike Milner) at mike@sailing.ca.

Sail Canada Athlete Agreement Form Appendix A

Athlete Agreement Annotated

BACKGROUND INFORMATION	3
TERM AND SCOPE OF THE AGREEMENT	4
RELATED POLICIES AND AGREEMENTS	4
DEFINITIONS	5
OBLIGATIONS	8
Team Selection & Eligibility	8
Uniforms and Equipment	10
Training and Competition	11
Information and Privacy	13
Communication	14
Medical and Injury	16
Anti-Doping	17
Funding and Financial	19
Commercial	20
ATHLETE ASSISTANCE PROGRAM (AAP)	21
DISPUTE RESOLUTION METHOD	23
NOTICE	25
INSURANCE	25
ASSUMPTION OF RISK	25
TERMINATION	26
GOVERNING LAW	27
GENERAL PROVISIONS	27

IMPORTANT NOTICE TO ATHLETE AND NATIONAL SPORT ORGANIZATION (“NSO”)

Between 2015 and 2017, AthletesCAN facilitated a process where athlete and NSO leaders, together with marketing and legal experts created this Athlete Agreement on which a fair and reasonable high performance relationship can be built. The Athlete Agreement that follows is meant for both athletes and NSOs to come to a mutually beneficial, reciprocal agreement to foster the performance relationship.

We would like to thank the following members of the Athlete Agreement Working Group for their time, input and expertise: Marty Deacon, Jillian Drouin, Hilary Findlay, Layth Gafoor, Martin Goulet, Tom Hall, Brian Hill, Rachel Islam, Patrick Jarvis, Ashley LaBrie, Ian Moss, Jasmine Northcott, Ann Peel, Dasha Peregoudova, Bob Price, Russell Reimer, Bruce Robinson, James Sifakis and Josh Vander Vies.

The process also yielded a template Athlete Commercial Agreement designed to further develop the high performance relationship and support both parties in their marketing and athletic objectives. There is no reason that access to international events or the Athlete Assistance Program (“AAP” or “carding”) should be barred over a failure or delay in the NSO and Athlete coming to an agreement over mutual commercial obligations. Separating the athlete / NSO commercial and performance relationships into parallel agreements is an important standard recommended by the AthletesCAN group of experts, athletes and NSO leaders as a foundation of a respectful, high performance partnership.

It is best practice, before signing your own Athlete Agreement, to carefully examine it to be sure that all terms and conditions agreed upon have been incorporated, and you fully understand these terms and conditions as laid out. To aid you in this process, this agreement has been annotated, to further define the various sections in plain language. Should you have any questions or concerns, please address them immediately with your designated NSO Contact. For further support, please contact AthletesCAN.

BETWEEN:

ADDRESS _____

AND:

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

- A. The NSO is recognized by the World Sailing (“IF”), Canadian Olympic Committee (“COC”), Canadian Paralympic Committee (“CPC”), and the Government of Canada as the national governing body for the sport of Sailing.
- 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 Sailing and wishes to compete for Canada as a member of the NSO’s National Team or Development Squad.
- 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”), the International Paralympic Committee (“IPC”), the International Federation (“IF”), the 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 May 1, 2022 to April 30, 2023
2. The Athlete is a member of the Canadian Sailing Team or Canadian Sailing Development Squad for the duration of this Agreement.

RELATED POLICIES AND AGREEMENTS

3. The parties agree that the policies and agreements listed in this section 3 are integral to the Athlete and NSO relationship and are contained as appendices to this Agreement. The NSO agrees to make these available to the Athlete, either online or in hardcopy, and the Athlete agrees to follow these policies:
 - (a) NSO Code of Conduct;
 - (b) NSO Equity, Accessibility, Diversity and Inclusion;
 - (c) Harassment, Bullying and Discrimination Policy;
 - (d) NSO Governance Process Policies;
 - (e) NSO Privacy Policy;
 - (f) NSO Appeals process and Dispute Resolution Policy;
 - (g) Complaints Policy and Procedure

From time to time, the NSO's existing policies may be updated or changed and the Board of Directors of the NSO may approve new policies. This Agreement contains the most recent policies at the time of signing. The NSO will inform the Athlete of any changes to its policies and agreements, and will always have the most current version of its policies available through the usual communications of the NSO in accordance with section 14(f) of this Agreement.

DEFINITIONS

4. Unless otherwise stated, in this Agreement:

“**AAP**” means Sport Canada’s Athlete Assistance Program; also referred to as “carding”;

“**Agreed Upon Training Plan**” means 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;

“**Agreement**” means this written agreement;

“**Athlete**” means one of the parties to the Agreement, listed above;

“**Athlete Commercial Agreement, or ACA**” means a separate and optional contract entered into between the NSO and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;

“**AthletesCAN**” means the association of Canada’s National Team athletes;

“**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 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 8:30am to 4:30pm 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;

“**Default Notice**” means a written document given by one party to this Agreement to the other party that outlines particulars of an alleged default (failure to conform to obligations under this Agreement) and how the situation can be remedied. Providing Default Notice is the first step in the dispute resolution procedure (see the Dispute Resolution Method section);

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

“**Fee Schedule**” means the schedule of when an Athlete will have to pay any fees or costs associated with participation on the national team, and the amount;

“**HPD**” means High Performance Director;

“**HPP**” means High Performance Program;

“**IF**” means the International Federation, which is **World Sailing**;

“**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, or Federation international du sport universitaire (FISU). 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 **Sailing** 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 other NSO Sanctioned Activities used in any media whatsoever (print, video, digital, social, etc.);

“**National Team**” means the athletes, coaches and necessary support staff selected to form the Canadian Sailing Team. This term is not limited to athletes receiving AAP;

“**Development Squad**” means the athletes, coaches and necessary support staff selected to form the Canadian Sailing Development Squad. This term is not limited to athletes receiving AAP;

“**Non-Commercial Use**” means any use of Marketing Rights by the NSO solely for the purposes of promoting the NSO using NSO marks on a stand-alone basis, or in conjunction with non-commercial third parties such as **World Sailing** marks or NSO/World Sailing event marks, but not affiliated or attached to any NSO partner promotion, activation or activity;

“**NSO Sanctioned Activities**” means all NSO training camps, competitions, fitness testing, NSO or IF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;

“**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**” means information collected about an identifiable individual, which may include information 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.

“**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

This section of the Agreement addresses general eligibility requirements and how a team is selected. Eligibility refers to whether an athlete is qualified for, or allowed to take part as a member of a specific team that is managed by the NSO based on certain criteria. Team selection is the specific process by which any given team is selected, for example, for a specific event or competition. Event-specific selection criteria can be found at the link provided in this section.

As a general principle, it is important to have clearly outlined terms as to how teams are selected to ensure that prospective team members understand how they will be selected and can prepare accordingly. The more ambiguity or vague language that a set of criteria has, the more likely that there will be confusion, which can lead to disputes between an Athlete and an NSO.

At section 5(h), the NSO is required to conduct selection of members in conformity with “generally accepted principles of natural justice and procedural fairness.” These are legal terms, which give rights to groups and individuals who are affected by the decisions made by a decision-making body, in this case, the NSO. For example, if an Athlete is not selected to a team, the Athlete should clearly understand why that is the case. They have a right to know the reasons for the decision. Another example is that an Athlete should have the right to appeal a decision where they believe the decision was made unfairly, with bias, or having improperly applied the criteria. While these legal concepts are nuanced and complex when they are applied, the most important thing for the Athlete to understand is that they have rights when the NSO’s decisions affect them, and should not hesitate to ask questions if they believe they have been unfairly treated during team selection, or in any other situation.

This section also explains that the NSO is responsible for identifying how an Athlete can stay on the specific team once they are chosen. If the NSO’s obligations in this section and requirements in a given selection policy are not followed, an Athlete can file a Notice of Appeal by the appropriate deadline pursuant to the Sail Canada’s Appeals Policy.

It is important that the Athlete also understands their responsibilities under this section. The Athlete is responsible for reading all information on team selection and eligibility provided by the NSO.

Additionally, the Athlete may be responsible for remaining in “good standing” as per the eligibility criteria and per the rules/policies of the NSO, which can be found on the NSO’s website - <https://www.sailing.ca/policies-financials/>. For example, if the Athlete has to miss a competition or training camp for a legitimate reason, they must inform the NSO to ensure that they will not be penalized and/or jeopardize their standing on the team.

5. The NSO will:

- (a) organize, select and operate teams of athletes, coaches and other necessary support staff as part of National Teams to represent Canada in the sport of Sailing throughout the world;
- (b) publish team selection and eligibility criteria for all Teams at least three months before the selection of all Teams, ;
- (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 through the usual communications of the NSO (by e-mail) in accordance with section 14(f) of this Agreement
- (e) post its policies, rules and regulations at: <https://www.sailing.ca/policies-financials/>
- (f) not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway, except for in unforeseen circumstances as set out in the selection criteria;
- (g) publish any changes to its rules and regulations through the usual communications of the NSO (for example, by e-mail, press release and social media) in accordance with section 14(f) of this Agreement;

- (h) conduct selection of members of the Canadian Sailing Team and Development Squad 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 eligibility and selection criteria for National Teams or Major Games National Teams.
- (l) provide for 2 representatives elected by the Athletes to sit as a voting member of the Board of Directors of Sail Canada (2 voting positions of differing genders).

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 NSO's Executive Director or Designated Contact;
- (b) will make best efforts to 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: <https://www.sailing.ca/policies-financials/>, and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication in accordance with section 14(f) and 15(d), respectively;
- (c) will make best efforts to 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.
- (e) Agrees to the High Performance Guidelines and Team Structure set out in Appendix A

Uniforms and Equipment

This section indicates what uniforms, equipment and apparel the Athlete is required to wear and at which times, and who will pay for it. Terms in this section of the Agreement will explain when the uniforms, equipment and apparel will be acquired, when and how it is to be worn, and whether the Athlete must return any of it upon the expiration of this Agreement.

Regarding sponsorship, the NSO may seek to obtain the right to put sponsor or commercial logos on the uniform, equipment, or apparel. This section may also articulate guidelines that prohibit the Athlete from displaying personal sponsorship logos on the uniform, equipment, or apparel. If an Athlete has their own sponsors, it is recommended that they have a separate Commercial Agreement with the NSO that is separate from this general agreement.

If for health, safety or performance reasons, the Athlete wishes to wear competition attire that is not provided by the NSO, this section will indicate what is permitted and/or the steps the Athlete must take to secure this allowance.

7. The NSO will:

- (a) pay for and provide the Team Uniforms that will be used in the field of play to the National Team and Development Squad or designate such items to be provided by an NSO Sponsor;
- (b) implement the Team Uniform feedback subject to criteria appropriate in the circumstances including level of consensus among athletes, cost, available options and timelines; and
- (c) pay for and modify Team Uniform if the parties agree a modification is required to accommodate a reasonable need of the Athlete including a disability or performance need. A reasonable modification request will not be withheld.

8. The Athlete will:

- (a) wear and/or use the Team Uniform and Equipment 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)
- (b) provide feedback to the NSO regarding the Team Uniform and, including material and design at least one (1) week before such items are ordered by the NSO or NSO Sponsor; and
- (c) communicate any required modifications to the Designated Contact before or when the NSO seeks Team Uniform feedback and provide evidence of such needs if requested by the NSO.
- (d) 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;
- (e) 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 the Sail Canada office. If approved, the Athlete will follow directions for image formatting, spacing and location.

Training and Competition

This section indicates that the NSO is obligated to plan and manage any training programs that the Athlete agrees to. The NSO should communicate with the Athlete regarding training plans, testing schedules and results, monitoring, player evaluation feedback, anticipated financial costs and assessments, proposed competition and training plans, and CCES doping and drug testing documentation.

The Athlete's responsibilities in this section are to consult the National Team coaches or a High Performance Director while planning training schedules. For example, every month, the Athlete may be required to provide updates regarding training progress if requested by the National Team coaches or High Performance Director. In the case of a carded Athlete, a failure on the part of the Athlete to provide monthly updates could result in the loss of carding status.

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"). The plan will be developed in consultation with the Athlete and the Athlete's coaches in accordance with section 10(a); [NOTE: The Agreed Upon Training Plan is a separate agreement which does not need to be included in the Athlete Agreement as an appendix. However, we recommend as best practice to provide a preliminary schedule which includes all events, training programs, etc. during the term of the agreement for the Athlete to review along with this Athlete Agreement. This is a proactive measure to set a degree of expectation for commitment before the tailored Agreed Upon Training Plan is established.] Sail Canada has implemented the Canada Sailing Development Squad minimum mandatory program including camps and events for all fleets, see list of mandatory camps and events on Page 28 of this document.
- (b) 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, proposed changes to competition and training plans and a Progress Report as soon as the circumstances permit.

10. The Athlete will:

- (a) consult with the National Team coaches and HPD to develop the Agreed Upon Training Plan, and 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) not unreasonably withhold his or her approval of proposals by the NSO to make changes to the Agreed Upon Training Plan;
- (c) demonstrate commitment to the Agreed Upon Training Plan, along with electronic daily & monthly activity logging, and provide any changes and/ or updates to the training program to the National Team coaches and HPD ; and
- (d) avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted as communicated by the NSO.

- (e) Subject to paragraph 10(f), 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;
- (f) 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 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 Sail Canada within three weeks of the event;
- (g) 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;

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

This section addresses information and privacy rights of both the Athlete and NSO. Essentially, the Athlete and NSO cannot share private information about each other without the other party's consent, or unless the sharing of information by either party is required by law.

While the NSO needs certain information to be able to properly govern the Athlete's participation as a member of the National Team, this section allows the Athlete to be confident about providing private and personal information necessary to their NSO because the NSO is required to respect their privacy rights.

Additionally, the NSO is subject to Canadian privacy law; therefore, the Athlete may lodge a complaint under the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") if any information is shared without the Athlete's consent and/or without being required by law. The link, provided below, explains PIPEDA and what to do if an Athlete feels their rights have been violated: <https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/>

The Athlete's responsibilities to the NSO regarding information and privacy require the Athlete to share necessary information, and to not discuss or share information that the NSO wishes to remain private and has expressed that wish to the Athlete.

12. The NSO will:

- (a) 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) collect Personal Information from the Athlete;
- (c) 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) protect all information gathered in relation to the Athlete; and
- (e) 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 will:

- (a) provide the NSO with any Personal Information required to confirm the eligibility of the Athlete;
- (b) 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) not disclose NSO recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential, unless required to do so by law.

Communication

This section addresses the expectations regarding communication for both the Athlete and the NSO. The Athlete has the right to have all communication in either French or English and should identify which language they prefer to the NSO. The Athlete must provide the NSO (and Sport Canada in the case of carded athletes) with a current e-mail address, or other reasonable method of communication where they can be contacted.

The NSO must communicate with the Athlete in a timely manner, which could vary depending on the situation.

An important consideration for the Athlete under this section is that once an e-mail or letter is sent by the NSO, it is expected that it will be received and read by the Athlete. It is very important that the Athlete stays on top of communication and takes the time to read what is sent. The Athlete is responsible for reading and responding to all the information in the appropriate designated manner in accordance with section 15. Communicating expectations about communication and responses from both parties is a fundamental opportunity for the Athlete and NSO to build their high performance relationship.

The list of appendices to this Agreement listed in section 3 notes where the Athlete can find important information as it relates to related policies and agreements. Section 14(f) additionally sets out the NSO obligation to e-mail the Athlete to notify of any changes to their policies and agreements listed in section 3. There is then an obligation on the Athlete under section 15(d) to provide receipt of the notification via e-mail or electronic signature. Failure to give receipt after seven (7) business days will mean that the Athlete is deemed to have acknowledged the change(s).

The NSO (and Sport Canada in the case of carded athletes) will assume that the Athlete has accessed and read any information that is referred to in the Agreement, for example, the Code of Conduct or any other NSO policy as long as it is made available to the Athlete.

14. The NSO will:

- (a) assign HP Manage Katie Sweeting (katie@sailing.ca) as the Designated Contact for the Athlete;
- (b) 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, and will respond within five (5) days;
- (c) communicate both orally and in writing in the official Canadian language of the Athlete's choice;
- (d) communicate in a timely manner, using appropriate methods such as telephone, e-mail, SMS, text or video messaging, or other methods depending on the nature of the communication and the Athlete's expressed communication preferences;
- (e) respond to the Athlete correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties, and given they do not exceed the timeframe in subsection 14(b); and
- (f) notify the Athlete forthwith by e-mail if there are any changes made to the NSO's policies or agreements listed in section 3, and post all new or updated NSO policies, agreements, or general updates

15. The Athlete will:

- (a) provide the NSO with an up-to-date e-mail address that accepts file attachments and that the Athlete will make reasonable efforts to check at least once every seven (7) days;

- (b) provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose;
- (c) 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 provided they have been mutually agreed upon by the parties, and given they don't exceed the timeframe in subsection 15(a) of this section; and
- (d) provide receipt by e-mail or electronic signature of notice from NSO as per section 14(f) within seven (7) business days. If the Athlete does not provide receipt of notice after seven (7) business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

Medical and Injury

This section indicates that the NSO will help the Athlete return to and/or maintain their health in the event of injury or illness. To help the NSO do this, the Athlete should inform the NSO about any medical issues or injuries. This is also important in order to maintain team eligibility and in some cases, AAP funding.

This section requires the Athlete to notify their National Coach verbally and the Designated Contact in writing as soon as possible if they have an injury or other reason for not being able to complete any of the terms in this Agreement. In the event the Athlete gets injured, the Athlete is required to obtain a certificate from a health professional that includes information about the injury and give it to the National Coach and/or Designated Contact within a specified time period. Additionally, the NSO may require that the Athlete follow a recovery and rehabilitation program that is approved by a medical doctor designated by the NSO.

This section also ensures that, if possible, the NSO will contact the Athlete's emergency contact before medical treatment starts in an emergency situation.

1. In the event of an injury or illness of the Athlete, the NSO will:
 - (a) assist the Athlete in maintaining health or returning to health.
 - (b) make every effort to contact the Athlete's emergency contact prior to medical treatment being initiated in the event of a serious medical situation where the Athlete lacks legal capacity to make healthcare decisions arising while the Athlete is training or competing. 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.
2. In the event of an injury or illness, the Athlete will:
 - (a) notify the National Coach and/or Designated Contact verbally within 24 hours, and the Designated Contact 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

This section sets out the obligations of the NSO and the Athlete regarding anti-doping.

Anti-doping rules and their corresponding obligations on athletes are often complex, and therefore making sure that as an Athlete you have the right resources in order to understand what is expected of you is very important. The NSO is obligated to provide the Athlete, in writing, with a variety of information regarding anti-doping regulations, including any updates to banned substances lists and updated drug classification documents. The NSO should either provide them directly to the Athlete, or identify where Athletes should go to find other information related to anti-doping.

In addition to having strict anti-doping requirements as a National Team athlete, the Athlete's obligations to the NSO under this Agreement are to avoid the use and possession of any banned substances, and to submit to both announced and unannounced anti-doping tests conducted by the CCES or other authorized bodies. Doping tests may occur both during and outside of competition. Furthermore, the Athlete must cooperate with any investigations into anti-doping being made by disciplinary bodies. Various sport organizations that may be involved in anti-doping programs and proceedings include but are not limited to: the IF, IOC, IPC, WADA, Sport Canada, and the CCES. As part of helping the NSO meet its obligations to educate the Athlete on anti-doping, the Athlete may be required to participate in anti-doping education programs.

3. 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) ensure 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.

4. The Athlete will:

- (a) comply with the anti-doping rules of the IF, IOC, IPC, CCES and Sail Canada (if any), 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 specified 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; and

- (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

This section discusses the funding and financial obligations of the NSO and the Athlete.

The NSO is responsible for organizing programs and funding for the development and administration of coaching, officials, competitions and training centres in Canada.

The NSO is also responsible for providing selected Athletes with “Fee Schedules” prior to signing an Agreement, meaning the schedule of when an Athlete will have to pay any fees or costs, and the amount. Having this information is meant to assist the Athlete in financial planning, giving them a full understanding of the costs that the Athlete can anticipate to incur.

When selected to participate in funded training and competition activities, the Athlete is expected to understand their financial obligations based on the Fee Schedule provided by the NSO. If the Athlete has any questions or concerns regarding the Fee Schedule, the Athlete should ask questions and express concerns as soon as possible and before signing the Agreement.

5. The NSO will:

- (a) provide a Team Fee Structure (Appendix B) to the Athlete that the Athlete will be required to pay to the NSO during the term of the Agreement and will invoice the Athlete from time to time, with notice, for additional fees based on the actual costs incurred to the NSO;
- (b) provide an estimated amount that the Athlete will be required to pay approximately to cover their own sport expenses during the term of this Agreement on mandatory events and optional events typically attended by National Team athletes; and
- (c) inform the Athlete as soon as possible after the NSO has knowledge of any changes to the fees as set out in the Team Fee Structure, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.

6. The Athlete will:

- (a) review any Fee Schedule provided to them as soon as possible after it is received;
- (b) pay the invoiced fees within 30 days of being provided an invoice by the NSO, except as set out in paragraph 20(c) or as the circumstances require; and
- (c) reimburse additional 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.

Commercial

This section recognizes that both the Athlete and NSO benefit from each other's independent commercial success.

This Athlete Agreement is structured so that specific commercial obligations of the NSO and Athlete are set out in a separate Athlete Commercial Agreement – referred to here as the ACA. This is meant to allow an athlete to join a National Team, begin training, competing and receiving National Team benefits such as carding, while commercial details are worked out.

This section sets out a baseline standard for what happens if an Athlete and NSO do not sign a separate ACA. The baseline, set out in section 22 is that the NSO can use things like the Athlete's image to promote the general activity of the NSO in carrying out its sport, but not for commercial purposes or with NSO Sponsors.

7. The Athlete and NSO agree that:
 - (a) both parties have significant mutual interests in the promotion and independent commercial success of both the NSO and the Athlete;
 - (b) it is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
 - (c) the Athlete and NSO may enter into a separate Athlete Commercial Agreement (the "ACA"); and
 - (d) the NSO will only offer the separate ACA to the Athlete once this Agreement is executed.
8. If the Athlete and NSO do not enter into a separate ACA, the Athlete agrees and gives consent to the NSO to use the Athlete's Marketing Rights within the Term of this Agreement solely for Non-Commercial Use, and the NSO and Athlete agree that such consent does not extend to NSO Sponsors and agrees to follow the guidelines as outlined in Appendix C

ATHLETE ASSISTANCE PROGRAM (AAP)

This section deals with the relationship between the NSO, the Athlete and the AAP - a federal government grant program that provides direct financial assistance to Canadian high-performance athletes.

NSOs are allocated a quota from the AAP budget by Sport Canada, which is provided each year directly to individual Athletes by Sport Canada through a process known as "carding". Once the NSOs have been provided with a quota, they nominate or re-nominate eligible Athletes for AAP support at a given level from Sport Canada (for example, senior or development level cards). Sport Canada reviews those applications and approves AAP funding for Athletes who meet the NSO's sport-specific eligibility criteria, and AAP policies. Athletes then complete the AAP Application Form provided by their NSO and sign an Athlete/NSO Agreement. Eligible Athletes approved for carding receive benefits during the period of time for which they are approved.

The NSO and the Athlete both have obligations related to AAP funding. The NSO is responsible for publishing their AAP selection criteria in advance, for nominating all eligible Athletes for the AAP and for ensuring that those Athletes receive the funding to which they are entitled. In return, the Athlete must participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. In the event a decision is made to retire, the Athlete must notify the appropriate body of their decision in order to cease AAP funding. If an Athlete is carded, they should review all documentation provided to them and make sure they understand any conditions that arise from having carding status.

In the event where an Athlete's funding is withdrawn, the Athlete Assistance Program Policy and Guidelines manual provides recourse to the procedural rules and policies as set out by Sport Canada. In the event where carding may be withdrawn, it is strongly suggested that the Athlete seek professional advice and/or counsel. AthletesCAN's Sport Solution Program is also available to provide support, assistance and guidance with these matters. More information can be found at: <http://athletescan.com/the-sports-solution/>

9. The NSO will:

- (a) publish criteria for the selection of athletes to the AAP 4 months before the start of the AAP eligibility cycle and 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 /Canadian High Performance plan (appendix A).

10. 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 as requested;
- (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.

11. 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

The purpose of this section is to outline the dispute resolution procedures for disputes arising out of this Agreement, and to inform parties of their rights, responsibilities, and options in the event that a dispute may arise. For the purpose of this Agreement, a dispute is defined as an instance “where one of the parties to this Agreement is of the opinion that the other party has *failed to conform to obligations* under this Agreement.”

Section 29 states that “the parties agree that the giving of a 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.” This means that making a complaint through a Default Notice about an issue arising from this Agreement does not waive or limit a party’s broader rights as related to this Agreement. For example, despite voicing a complaint, an NSO’s breach of a fundamental obligation may result in an Athlete being released from their reciprocal obligations or all of their obligations under this Agreement.

It is recommended that the Athlete or NSO always follow the dispute resolution procedure set out in this section to ensure the fairest, most transparent and consistent process for all parties involved. This process should follow the principles of natural justice and procedural fairness explained earlier.

It is also important to note that the SDRCC requires that a party go through the internal appeal process with the NSO before going to the next step of using the dispute resolution mechanism offered by the SDRCC. However, the SDRCC now offers Early Resolution Facilitation (ERF), which takes place before an internal appeal is conducted by your sport organization. During this process, parties can work collaboratively with the assistance of a neutral third party in order to resolve their dispute or partially settle some underlying issues to their dispute. The process set out in the Agreement and in the NSO’s Appeal Policy constitutes the internal appeal process.

More information about the SDRCC and its processes can be found at: <http://www.crdsc-sdrcc.ca>

12. 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 Sail Canada Appeals Policy found at <https://www.sailing.ca/uploads/2020/12/Appeal-and-Dispute-Resolution-July-2012.pdf>.
13. 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 Sail Canada Appeals Policy.
14. 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 the party that gave the Default Notice 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

The objective of this section is to establish a method of communication between the Athlete and the NSO in the event that notice has to be given as pertaining to this Agreement.
The clause works in conjunction with other provisions of the agreement stating the circumstances when notice is required.

15. Any notice required or permitted to be given to the Designated Contact by the Athlete under this Agreement will be done in accordance with section 14 of this Agreement. Notice will be executed by delivery by courier to the NSO at [53 Yonge Street, Kingston, Ontario, K7M 6G4] or delivery by e-mail to [racing@sailing.ca].
16. Any notice required or permitted to be given to the Athlete by the NSO under this Agreement will be done in accordance with section 15 of this Agreement. Notice will be executed by delivery by courier to the Athlete at [Physical Address] or by delivery by e-mail to [Athlete e-mail].

INSURANCE

This section establishes the Athlete's options for insurance and should be customized or removed as needed.

17. The NSO will provide the Athlete with the option of enrolment in hull insurance.
18. The Athlete and NSO acknowledge that the Athlete is eligible to purchase insurance coverage under the AthletesCAN or CAIP benefits plan by contacting Katie Sweeting for more information.

ASSUMPTION OF RISK

19. 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").
20. The NSO will reduce the Assumed Risk through risk management.

TERMINATION

This section outlines the circumstances in which this Agreement may be terminated by the Athlete and NSO.

21. 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.
22. The NSO may terminate this Agreement, subject to section 38 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.

23. 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

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

GENERAL PROVISIONS

25. 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.
26. 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.
27. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
28. 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 Sail Canada
in the presence of:

Signature of Witness

Name of Witness

Occupation of Witness

Sail Canada

– *Authorized Representative*

Appendix B- Intention to compete form

Sail Canada 2024 Olympic Games Intention to Compete Form

This form must be completed by each sailor and returned to the High Performance Director of Sail Canada mike@sailing.ca by no later than 5 days prior to the first race of the Canadian Selection Event for the class(es) one wishes to compete in.

SURNAME:

FIRST NAME:

ADDRESS:

POSTAL CODE:

DATE OF BIRTH:

EMAIL:

PHONE: (mobile):

Home:

MEMBER CLUB:

I wish to apply for nomination for selection to the 2024 Canadian Olympic Games Team in the _____ class.

OR

I wish to apply for nomination as part of a team of sailors for selection to the 2024 Canadian Olympic Games Team in the _____ class, along with the following other sailors _____.

At the time of signing this form:

- a) I acknowledge having read a copy of the Sail Canada – “Paris Olympic Games – Sailing Internal Nomination Procedures” (Procedures), which I agree to be bound by;
- b) I acknowledge that I will sign, submit and comply with the COC Athlete Agreement and Paris 2024 Conditions of Participation Form.
- c) I acknowledge that I will sign, submit and comply with the Sail Canada Athlete Agreement.

Signed:

Date:

If the athlete is under the age of 18 years as at the date of signing this form, it must be signed by parent(s)/guardian(s) of the athlete as set out below.

I/We are the parents/guardians of the above named athlete, and I/we acknowledge and agree to the acknowledgments and conditions specified in this form.

Signed:

(Parent/Guardian)

Signed

(Parent/Guardian)

Date:

Date:

Name:

(Print Name)

Name:

(Print Name)

Acknowledgment by Sail Canada:

Signed:

Appendix C - Sail Canada Code of Conduct (link)

[Microsoft Word - Sail Canada Safe Sport Policy Package Final Nov 2022 \(sailing.ca\)](#)

Appendix D

Sail Canada Policy; Appeal Process and Dispute Resolution

GENERAL PROVISIONS

1. Preamble

- 1.1 Sail Canada recognizes the right of any Registered Participant to appeal the decisions of the Sail Canada, including those relating to matters such as national team selection, harassment, discipline, and governance (e.g. election processes, interpretations of by-laws, undeclared conflicts of interest).
- 1.2 The purpose of this policy is to enable disputes with Registered Participants to be dealt with fairly, expeditiously and affordably within Sail Canada, without having to have recourse to formal legal procedures.
- 1.3 The adjudication procedure described in this policy conforms to the principles of natural justice and procedural fairness:
 - a) The right to be heard in a dispute.
 - b) The right to be judged objectively and impartially.
 - c) The right to be judged by objective, impartial persons.

2. Definitions

Appellant:	Refers to a Registered Participant of appealing a decision of Sail Canada;
Arbitration:	Refers to the arbitration process as established by the Canadian Sport Dispute Resolution Code, as amended from time to time;
Days:	Means total days, irrespective of weekends or holidays;
Mediation:	Refers to the mediation process as established by the Canadian Sport Dispute Resolution Code, as amended from time to time;
Registered Participants:	Refers to individuals who are registered to participate in Sail Canada programs and activities, including, but not limited to, athletes, coaches, instructors, officials, volunteers, directors, officers, team managers, team captains, medical and paramedical personnel, administrators, Case Managers, employees and contractors;

Case Manager: Refers to the person appointed to oversee and manage the specific case. This person can be anybody who has no involvement with the decision being appealed, as provided in Section 5;

Panel: Refers to the appeal panel established as provided by Section 7;

Respondent: Refers to the body, person or persons whose decision is being appealed; and

Sail Canada Policy; Appeal Process and Dispute Resolution

Written Statement: Refers to the response submitted by the Respondent(s).

3. Scope of Appeal

3.1. Any Registered Participant of Sail Canada who is affected by a decision of the Board of Directors, of any Committee of the Board of Directors, or of any body or individual who has been delegated authority to make decisions on behalf of Sail Canada or its Board of Directors, will have the right to appeal that decision, provided there are sufficient grounds for the appeal, as set out in Section 8;

3.2. This appeal policy will not apply to decisions relating to:

- a) The Athlete Assistance Program (AAP) policies and procedures established by Sport Canada;
- b) Doping offences, which are dealt with under the Canadian Policy on Doping in Sport and the Canadian Doping Control Regulations;
- c) The technical rules of Sail Canada, as set out in the International Sailing Federation (ISAF) Racing Rules of Sailing (RRS) including the Sail Canada Prescriptions to the RRS;
- d) Matters relating to regattas in Canada governed by international organizations such as the Olympic Games, Pan American Games, World Championships and similar events organized by entities other than Sail Canada, which are dealt with under the policies of these other entities;
- e) Contractual matters between Sail Canada and its Registered Participants for which another dispute resolution process exists under the provisions of the applicable contract;
- f) Employment matters or matters of operational structure, staffing or volunteer leadership opportunities;
- g) Criminal offences for which the Appellant(s) is/are seeking a criminal conviction.

4. Timing of Appeal

- 4.1. Registered Participants who wish to appeal a decision will have 15 days from the date they received notice of the decision, to submit their appeal in writing to Sail Canada Executive Director, who will appoint a Case Manager;
- 4.2. Any Registered Participant wishing to submit the written appeal beyond the 15-day period must provide a written request stating reasons for an exemption to the requirement of Sub-section 4.1;
- 4.3. The decisions to allow or not the exemption as provided by Sub-section 4.2 will be at the discretion of the Panel as establish in conformity with Section 7.

Sail Canada Policy; Appeal Process and Dispute Resolution

PROCEDURE

5. Appeal Document and Discussion

5.1. The Sail Canada Executive Director shall appoint a Case Manager to oversee management and administration of appeals submitted in accordance with this Policy. The Case Manager has an overall responsibility to ensure procedural fairness is respected at all times in this Policy, and to implement the Policy in a timely manner. More particularly, the Case Manager has a responsibility to:

- a) Receive the appeal document;
- b) Determine if appeals lie within the jurisdiction of this Policy;
- c) Determine if appeals are brought in a timely manner;
- d) Determine if appeals are brought on permissible grounds;
- e) Appoint the appeal panel to hear appeals and/or determine the preliminary questions set out in paragraph 5.1 (a) to (d) above;
- f) Determine the format of the appeal hearing;
- g) Coordinate all administrative and procedure aspects of the appeal;
- h) Provide administrative assistance and logistical support to the appeals panel as required; and
- i) Provide any other service or support that may be necessary to ensure a fair and timely appeal proceeding.

5.2. Registered Participants who wish to appeal a decision of Sail Canada that affects them must apply to the Case Manager to initiate the appeal process by completing a formal, written appeal document. The appeal process does not begin until such application is made.

5.3. The formal Appeal Document will state:

- a) The name(s) of the Appellant(s);
- b) The coordinates of the Appellant(s);
- c) The name(s) of the Respondent(s);
- d) The decision being appealed;
- e) The grounds for the appeal;

- f) A summary of the evidence that supports these grounds;
- g) A list of the witnesses to be called at the hearing with a summary of the evidence to be provided by them;
- h) The remedy sought;
- i) Whether or not representative(s) will be present; and
- j) Any request for timing-exemption, as provided by Sub-section 4.2, when required.

5.4. Upon receiving the written Appeal Document, the Case Manager will discuss the circumstances with the Appellant(s) and, without any delay, will notify the Respondent(s) in writing and forward a copy of the Appeal Document to the Respondent(s);

Sail Canada Policy; Appeal Process and Dispute Resolution

5.5. Before proceeding further, the Case Manager will ensure that the Appellant(s) and the Respondent(s) have attempted to resolve the dispute privately between themselves, by any mean possible in the circumstances. If this attempt is not successful, the Case Manager must be informed within five days of his/her receipt of the Appeal Document. It is expected that most issues will be resolved at this level.

5.6. If the issue is not resolved at this stage, the Case Manager may refer the appeal to Resolution Facilitation, a service of the dispute resolution secretariat of the Sport Dispute Resolution Centre of Canada or its successor. Resolution Facilitation is a process that enables the parties involved in a dispute to better communicate with each other and to resolve their dispute through an amicable settlement.

6. Screening of Appeal

6.1 Within two working days of receiving the Appeal Document, the Case Manager will determine whether there are appropriate grounds for the appeal, as set out in Sub-section 8;

6.2 The facts as alleged by the Appellant(s) in the Appeal Document shall be presumed to be correct unless such facts are, to the knowledge of the Case Manager, clearly erroneous;

6.3 If the appeal is denied on the basis of insufficient grounds, the Appellant(s) and the Respondent(s) will be notified in writing without delay of this decision and its reasons;

6.4 If the Appellant(s) believe(s) the Case Manager has made an error in denying the right to appeal a decision, the matter may be referred to Arbitration or Mediation, such Arbitration or Mediation to be administered under the Canadian Sport Dispute Resolution Code, as amended from time to time.

7. Appeal Panel

- 7.1 Within ten days of having received the Appeal Document, the Case Manager will initiate the establishment of a Panel as follows:
- a) The Panel will be comprised of three individuals;
 - b) The Panel will consist of one person nominated by the Appellant(s), one person nominated by the Respondent(s) and the third person, who shall act as chairperson of the Panel, nominated by the Appellant(s)' and Respondent(s)' nominees to the Panel, or failing agreement by such nominees, appointed by the Case Manager;
- 7.2 All three Registered Participants of the Panel must be nominated respecting the following conditions:

Sail Canada Policy; Appeal Process and Dispute Resolution

- a) They must have no significant relationship with the affected parties;
 - b) They must have no involvement with the decision being appealed;
 - c) They must be free from any actual or perceived bias or conflict of interest;
- 7.3 As soon as they are nominated, the Registered Participants of the Panel will be forwarded a copy of the Appeal Document.
8. Grounds for Appeal
- 8.1 An appeal may be heard only if there are sufficient grounds for the appeal. Sufficient grounds include, but are not limited to, the Respondent:
- a) Making a decision for which it did not have authority or jurisdiction as set out in governing documents;
 - b) Failing to follow procedures as laid out in the bylaws or approved policies of Sail Canada;
 - c) Making a decision which was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was made on the basis of, or significantly influenced by factors unrelated to the merits of the decision;
 - d) Exercising its discretion for an improper purpose;
 - e) Making a decision that was grossly unreasonable or unfair.
9. Preliminary Conference
- 9.1 Within seven days of receiving the Appeal Document, the Panel will hold a conference to consider various preliminary issues, such as, but not limited to, the following:
- a) Date and location of the hearing;
 - b) Timelines for exchange of documents;
 - c) Format of the appeal (written or oral submissions or a combination of both);
 - d) Clarification of issues in dispute;
 - e) Clarification of evidence to be presented to the Panel;
 - f) Order and procedure of hearing;
 - g) Any procedural matter;

- h) Clarification of remedies sought;
- i) Any other matter that may assist in expediting the appeal proceedings.

9.2 The preliminary conference can be held by conference-call or in person, depending on the circumstances: this decision is at the sole discretion of the Chairperson and may not be appealed;

9.3 The participants in the preliminary conference shall be the Appellant(s), the respondent(s), their representatives, if any, the Case Manager and the Panel;

Sail Canada Policy; Appeal Process and Dispute Resolution

9.4 The Chairperson and the Case Manager shall arrange the preliminary conference and its precise date and time in concert with the participants;

9.5 The Panel may delegate to its Chairperson the authority to deal with these preliminary matters;

9.6 The Case Manager shall act as secretary of the preliminary conference and shall confirm in writing to the Appellant(s) and Respondent(s) the appeal procedure established at this preliminary conference within two working days after the conclusion of such conference, and after having received the written confirmation approved by the Panel.

10. Procedure for Appeal

10.1 The Panel shall govern the hearing by such procedures as it deems appropriate, provided that the following directives be applied:

- a) The appeal shall be heard as quickly as reasonably possible, having regard to the nature of the appeal, and the circumstances of the case;
- b) All three Registered Participants of the Panel shall hear the appeal, but a majority in favour of the same result shall be sufficient to effect a decision;
- c) Each party shall have the right to be represented at the hearing;
- d) Copies of any written documents which any of the parties would like the Panel to consider shall be provided to the Panel, and to all parties, within the time limits established during the preliminary conference or by the Panel;
- e) The appeal may proceed on the basis of written submissions and documentation if all parties to the appeal consent;
- f) If the decision of the Panel may affect another party to the extent that the other party would have recourse to an appeal in their own right under this policy, that party will become a party to the appeal in question and will be bound by its outcome;
- g) The Panel may direct that any other person or party participate in the appeal;
- h) For sake of expediency and cost reduction, a hearing either by way of written submissions, via telephone conference or video conference is to be preferred with such safeguards as the Panel considers necessary to protect the interests of the parties;

- i) Unless otherwise agreed by the parties, there shall be no communication between Panel Registered Participants and the parties except in the presence of, or by copy to the other parties.

11. Evidence that May be Considered

- 11.1 As a general rule, the Panel will only consider evidence that was before the original decision-maker. At its discretion, the Panel may hear new material evidence that was not available at the time of the original decision.

Sail Canada Policy; Appeal Process and Dispute Resolution

- 11.2 Unless a party can prove that he/she couldn't possibly have been aware of a certain fact or argument at the time of the submission of his/her Appeal Document, no additional information or argument will be accepted from the Appellant(s) or Respondent(s) by the Panel after the preliminary conference, other than that provided orally by witnesses at the hearing.

- 11.3 The Panel will determine if an additional element of proof should be admitted or rejected where the preliminary conference has taken place.

- 11.4 If a party believes the Panel has made an error in admitting or rejecting an additional element of proof as provided by Sub-section 11.3, the matter may be referred to Arbitration or Mediation, such Arbitration or Mediation to be administered under the Canadian Sport Dispute Resolution Code, as amended from time to time.

12. Appeal Decision

- 12.1 Within five working days of concluding the appeal, the Panel will issue its written decision, with reasons. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide:
 - a) To reject the appeal and confirm the decision being appealed;
 - b) To uphold the appeal and refer the matter back to the initial decision-maker for a new decision;
 - c) To uphold the appeal and vary the decision where it is found that an error occurred and such an error cannot be corrected by the original decision-maker for reason of lack of clear procedure, lack of time, or lack of neutrality;
 - d) To determine how costs of the appeal, excluding legal fees and legal disbursements of any of the parties, will be allocated, if at all. When granting such costs, the Panel shall take into account the outcome of the proceedings, the conduct of the parties and their respective financial resources.

- 12.2 A copy of this decision will be provided to each of the parties and to the Case

Manager;

- 12.3 In extraordinary circumstances, the Panel may issue a verbal decision or a summary written decision, with reasons to follow, provided that the written decision with reasons is rendered within the timelines specified in Sub-section 12.1.

Sail Canada Policy; Appeal Process and Dispute Resolution

13. Modification of Timelines

- 13.1 If the circumstances of the dispute are such that this policy will not allow a timely appeal, or if the circumstances of the disputes are such that the appeal cannot be concluded within the timelines dictated in this policy, the Panel may direct that these timelines be revised.

14. Arbitration and Mediation

- 14.1 All differences or disputes shall first be submitted to appeal pursuant to the appeal process set out in this policy;
- 14.2 Any final decision made by the Panel that may lead to irreversible consequences for one of the parties may be exclusively submitted by way of application to the dispute resolution secretariat of the Sport Dispute Resolution Centre of Canada or its successor, which will resolve definitively the dispute in accordance with the Canadian Sport Dispute Resolution Code, as amended from time to time;
- 14.3 Should a matter be referred to Arbitration or Mediation, all parties to the original appeal shall be parties to this Arbitration or Mediation;
- 14.4 The award rendered by the dispute resolution secretariat of the Sport Dispute Resolution Centre of Canada or its successor shall be final and binding upon the parties.