



# CANADIAN AMATEUR ROWING ASSOCIATION ROWING CANADA AVIRON

## ATHLETE AGREEMENT July 1, 2023 to June 30, 2024

PLEASE PRINT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

Your selection as a participant in Rowing Canada Aviron's National Team Program requires that you enter into this Athlete Agreement ("Agreement") and abide by its terms.

This is a legally binding agreement between you and Rowing Canada Aviron. If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully, as by signing this Agreement you are confirming that you have read and understood it, and that you agree to abide by its terms.

Please put your initials on each page in the lower right-hand corner, and return the signed Agreement, to:

Rowing Canada Aviron  
c/o Adam Parfitt, High Performance Director  
321 - 4371 Interurban Rd. Victoria, BC V9E 2C5  
*\* Signed & scanned documents can be sent to: [hp@rowingcanada.org](mailto:hp@rowingcanada.org)*

A signed copy will be returned to you for your records.

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## **JULY 2023 TO JUNE 2024 ATHLETE AGREEMENT**

THIS AGREEMENT as of \_\_\_\_\_, 20\_\_\_\_\_  
Month Day Year

BETWEEN: \_\_\_\_\_

Name of Athlete

residing at:

\_\_\_\_\_

Address

(the "Athlete")

AND:

### **CANADIAN AMATEUR ROWING ASSOCIATION**

(Association Canadienne d'Aviron Amateur) a federal corporation

and registered Canadian amateur athletic association having its

registered office at 321-4371 Interurban Rd., Victoria BC, V9E 2C5.

As after referred to in this document by its operating name of

**ROWING CANADA AVIRON (RCA) ("RCA")**

### **BACKGROUND INFORMATION**

- A. RCA is recognized by the World Rowing Federation ("World Rowing"), the Canadian Olympic Committee ("COC"), the Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of rowing in Canada.
- B. RCA strives to deliver a world-leading program and enter National Teams into competitions that have demonstrated the potential to achieve or are tracking toward achieving an 'A' final performance (Top 6).
- C. The Athlete has exceptional and unique knowledge, skill and ability in the sport of rowing and wishes to compete for Canada as a member of RCA's National Team.
- D. Execution of this Agreement means that both parties understand the mutual obligations set out in this Agreement, including their mutual responsibility

to comply with requirements of external sport governance bodies including, without limitation, the International Olympic Committee (“IOC”), the International Paralympic Committee (“IPC”), World Rowing, PanAm Sports, 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 RCA and the Athlete who applies for assistance under the AAP.
- F. World Rowing requires that RCA certify the eligibility of the Athlete to compete in international competition.
- G. Information contained in the boxes herein are inserted for convenience only and are not considered a part of this Agreement.

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 July 1, 2023 until June 30, 2024, unless terminated earlier in accordance with this Agreement.

#### RELATED POLICIES, GUIDELINES AND AGREEMENTS

- 2. The parties agree that the policies and agreements listed in this Section 2 are integral to the Athlete and RCA relationship and are considered appendices to this Agreement. RCA agrees to make these available to the Athlete, either online (<https://rowingcanada.org>) or in hardcopy, and the Athlete agrees to be bound by and follow these policies, as applicable and as amended from time to time:

- (a) [Canadian Anti-Doping Program](#)
- (b) [Sport Canada Athlete Assistance Program Polices & Procedures](#)
- (c) [RCA National Team Selection Guidelines](#)
- (d) [Safe Sport Policy Manual](#)
- (e) [RCA Equity and Diversity](#)
- (f) [RCA Trans Inclusion Policy](#)
- (g) [RCA Governance Policy](#)
- (h) [RCA Privacy Policy](#)
- (i) [Universal Code of Conduct to Prevent and Address Maltreatment in Sport](#)

*As policies are updated, names and content of policies are subject to change and notice of the changes will be provided to athletes as described in this Agreement.*

As indicated above, the parties acknowledge that the application of the referenced policies may vary according to the nature and extent of the Athlete's participation in the National Team Program. Further, the Athlete agrees that the Athlete's participation in the National Team Program may require that the Athlete enter into additional agreement(s) specific to their individual circumstances, which may include, but are not limited to, the Centralized Athlete Agreement ("CAA") or Decentralized Athlete Agreement ("DAA"). As above, any such agreements will be considered and enforced as appendices to this Agreement.

In addition, the parties agree be bound by and will follow the procedures of the Sport Dispute Resolution Centre of Canada ("SDRCC") and the Office of the Sport Integrity Commissioner ("OSIC") in accordance with the above-referenced policies.

## DEFINITIONS

3. Unless otherwise stated, in this Agreement:

**"AAP"** means Sport Canada's Athlete Assistance Program, also referred to as "carding";

**"Agreement"** means this written agreement and its appendices;

**"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 RCA and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;

**"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 sports disciplines governed by RCA;

**"Athlete's Emergency Contact"** means a person designated by the Athlete to RCA, such as a parent, close family member, close friend or spouse, who RCA 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 RCA at decision-making bodies such as RCA's committees or RCA's Board of Directors, and may include Athletes' Council members;

**"Athlete Sponsor"** means any entity, whether characterized by the Athlete as a sponsor, supplier, licensee or otherwise, with whom the Athlete has a contract to use, market, advertise, or promote their products or services;

**"Business Day"** means Monday through Friday, from 9am to 5pm PST, and excludes weekends and public holidays;

**"CADP"** means the Canadian Anti-Doping Program;

**"CARA"** means the Canadian Amateur Rowing Association (referred to in this document by its operating name of Rowing Canada Aviron (RCA));

**"CCES"** means the Canadian Centre for Ethics in Sport;

**"COC"** means the Canadian Olympic Committee;

**"CMO"** means the RCA Chief Medical Officer;

**"CPC"** means the Canadian Paralympic Committee;

“**Designated Contact**” means the individual designated by RCA in Section 13(a) of this Agreement as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;

“**HPD**” means High Performance Director (or designate);

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

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

“**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, World Rowing Championships (Open/U23/Junior/Coastal), World Rowing Cup, World Rowing Continental Event, Fédération International du Sport Universitaire (FISU) or World Championship National Team. This term is not limited to athletes receiving AAP;

“**Marketing Rights**” means promotional and advertising rights to photographs, video or film images, or other likenesses or images of the Athlete, Athlete’s image, voice, name, personality, likeness and fame gained in rowing as a member of the RCA National Team to promote RCA and its high performance program and athletes, and includes all Athlete images whether captured in competition, training or in plain clothes, non-competition environments used in any media whatsoever (print, video, digital, social, etc.); “**National Team Program**” means RCA’s training program for targeted athletes who RCA considers, in its sole discretion, to have the ability to achieve podium success now or in the future. Members of any National Team come from within the program;

“**National Team**” means the athletes, coaches and necessary support staff selected to form a Canadian team for an international rowing event. This team is not limited to athletes receiving AAP and/or regularly training at National Training Centre;

“**National Training Centre**” or “**NTC**” means an RCA designated training centre for designated athletes or National Teams;

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

“**OSIC**” means the Office of the Sport Integrity Commissioner;

“**Personal Equipment**” means equipment provided by the Athlete or the Athlete Sponsor;

“**Personal Information**” means include information collected about an identifiable individual;

“**Privacy Officer**” means the person responsible for privacy within RCA; “**Prohibited Substance or Prohibited Method**” means those substances (or class of substances) or methods described on WADA’s Prohibited List, as amended from time to time;

“**RCA**” means Rowing Canada Aviron, the operating name of the Canadian Amateur Rowing Association (CARA);

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

“SDRCC” means the Sport Dispute Resolution Centre of Canada; “WADA” means the World Anti-Doping Agency;

and

“World Rowing” means the World Rowing Federation, the international governing body for the sport of rowing.

## OBLIGATIONS

### Team Selection & Eligibility

**GENERAL OVERVIEW:** In this section of the Agreement, general eligibility requirements and how a team is selected are addressed. 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 RCA 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.

RCA 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, RCA. 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 RCA’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 RCA is responsible for identifying how an Athlete can stay on the specific team once they are selected. If RCA’s obligations in this section and requirements in a given selection policy are not followed, an Athlete may file an appeal as permitted by the RCA Appeal Policy by the appropriate deadline.

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

#### 4. RCA will:

- (a) Provide technical leadership of the HPPs through the HPD (or designate) and national coaches, and support the operation of the programs and National Teams through appropriate support personnel and staff, in accordance with the budget and the policies of RCA;
- (b) Select, organize and operate teams of athletes, coaches and other necessary support staff (a “National Team”) to represent Canada in the sport of rowing throughout the world in accordance with the budget and policies of RCA;
- (c) Provide an Appeal Policy to address a dispute the Athlete may have related to an RCA decision which falls within the jurisdiction of the Appeal Policy. The policy is posted on <https://rowingcanada.org/uploads/2021/04/RCA-Appeal-Policy.pdf>

- (d) Publish team selection and eligibility criteria for all National Teams - where possible at least three months before the selection of a particular National Team;
- (e) Publish team selection and eligibility criteria for all Major Games National Teams (as defined above) - where possible at least eight months before the selection of a Major Games National Team;
- (f) Publish AAP selection criteria each year immediately following the competition of the January AAP intake process and no later than January 15th of each year;
- (g) Communicate the team selection and eligibility criteria by posting it online at: [www.rowingcanada.org](http://www.rowingcanada.org) and publish this link in the usual communications of RCA (for example, by press release and social media);
- (h) Post its policies, rules and regulations at: [www.rowingcanada.org](http://www.rowingcanada.org).
- (i) Minimize changes to any policies, rules and regulations regarding athlete selection while the selection process is underway, unless required to do so due to unforeseen circumstances;
- (j) Publish any changes to its rules and regulations through the RCA website, including an email sent to all athletes who are receiving AAP support or have submitted a letter of intent for the current, or upcoming year. And also publish any changes through social media channels;
- (k) Conduct selection of members to all National Teams in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
- (l) Notify relevant athletes individually of selection or non-selection decisions and provide reasons;
- (m) Inform the Athlete about applicable and potentially applicable eligibility requirements of RCA, World Rowing or other party and inform the Athlete if any proposed activity, communicated by the Athlete to RCA, appears to be in violation of such eligibility rules;
- (n) Nominate the Athlete, if eligible and if they have achieved the requisite relative rank within the athlete pool, for the AAP and thereafter assist the Athlete to ensure they receive all benefits to which they are entitled.
- (o) Provide the Athlete with a current Athletes Handbook, and in the case of athletes under the age of 18 years, to the Athlete's parent or legal guardian; and
- (p) Within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all World Rowing, COC, CPC, IOC, IPC, FISU or PanAm Sports sanctioned events that the Athlete is selected to compete at, and agrees to compete at, subject to this Agreement and duly published RCA selection and eligibility criteria for National Teams or Major Games National Teams.

## 5. The Athlete:

- (a) Warrants that they are a Canadian citizen and is registered in good standing with RCA, will adhere to and be bound by RCA's Code of Conduct and Ethics and all of the policies listed in Section 2, as amended from time to time, and is otherwise eligible to compete for and represent RCA and Canada. If the Athlete's status changes, the Athlete will immediately inform RCA's Chief Executive Officer (CEO) or HPD (or designate);
- (b) If requested by RCA, sign a UCCMS Participant consent form and agree to be bound by and subject to any proceedings taken under the UCCMS, including, without limitation, accepting the jurisdiction of the Office of the Sport Integrity Commissioner/Abuse-Free Sport;



(b) Will be aware of and comply with all policies, rules and regulations of RCA, which may change from time to time and are posted online at: [www.rowingcanada.org](http://www.rowingcanada.org);

(c) Will be aware of and comply with all World Rowing or other applicable eligibility requirements; and

(d) Will notify the RCA CEO or HPD (or designate) 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, and in accordance with other medical and injury management requirements outlined in this document.

## UNIFORMS AND EQUIPMENT

**GENERAL OVERVIEW:** 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, RCA may seek to obtain the right to put RCA or commercial logos on the uniform, equipment, or apparel. If an Athlete seeks or has their own sponsors, it is recommended that they have an Athlete Commercial Agreement with RCA that is separate from this general agreement.

6. RCA will:

(a) Pay for and provide equipment, uniforms and official team clothing for the National Team in accordance with the budget, sponsorship availability and policies of RCA.

7. The Athlete will:

(a) Wear and/or use apparel, clothing and equipment as required by RCA whilst engaged in any National Team activity or at other RCA activities as directed by RCA.

(b) Where provided, use equipment provided by RCA, unless the Athlete acquires prior written approval from RCA to use other equipment and agrees that the costs associated with obtaining and using this other equipment will be borne by the Athlete.

## TRAINING AND COMPETITION

**GENERAL OVERVIEW:** This section indicates that RCA is obligated to plan and manage the National Team Program or National Team. Through the HPD (or designate) and national coaches, RCA should communicate with the Athlete regarding, where applicable, training plans, testing schedules and results, monitoring, athlete evaluation feedback, anticipated financial costs and assessments, proposed competition and training plans, and CCES anti-doping and testing documentation.

The Athlete's responsibilities in this section are to consult the National Team coaches or HPD (or designate) while planning training schedules. For example, every month, the Athlete must provide updates regarding training progress if requested by the National Team coaches or HPD (or designate). 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.

Additional requirements that may apply in the case of an athlete who is required to move to a National Training Centre are outlined in the CAA.

8. RCA will:

(a) Provide technical leadership of the HPPs through the HPD (or designate) and national coaches, and support the operation of the programs and National Teams through appropriate support personnel and staff, in accordance with the budget and the policies of RCA;

(b) Provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, athlete evaluation feedback, anticipated financial costs and assessments, and proposed changes to competition and training plans appropriate to the athlete's level of participation in the National Team Program, as soon as the circumstances permit.

(c) Provide travel, accommodation, and meal expenses while participating in training and competitive activities for Sport Canada AAP Carded, NTC invited, or RCA National Team athletes and coaches in accordance with the HP budget as determined by the HPD (or designate). Other training or competition expenses not paid by RCA will be communicated in advance where possible.

(d) Notify within relevant policies or through its processes (e.g., team or crew selection) when and where an athlete may be required to relocate to or from an approved National Training Centre. The RCA National Selection Criteria and Carding information can be found at: <https://rowingcanada.org/resources>;

(e) Through the RCA HPD (or designate), when notified in writing by an athlete they are unable to relocate to an approved National Training Centre, consider each notification to determine if certain exceptions to the relocation requirement could be helpful to the athlete and considering the National Team.

#### 9. The Athlete will:

(a) Demonstrate full commitment to training, adhere to RCA's prescribed daily athlete monitoring practices, performance monitoring, competition plan, if any, and provide RCA with any requested monitoring or progress reports. The details and frequency of the monitoring and progress reports shall be agreed upon between the Athlete and the HPD (or designate), national coach and/or CMO.

(b) Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.

(c) Abide by the national laws of the applicable country while representing Canada internationally.

(d) Avoid undertaking activities which are not conducive to high performance training and competition, or which pose risks to the Athlete's health or the Athlete's ability to train or compete effectively. Any questions or concerns should be directed to the Athlete's respective coach;

(e) As soon as is practicable, notify the respective national coach, CMO and lead therapist of any health or medical issue or other legitimate reason that prevents or limits the Athlete's normal training ability;

(f) Where required to relocate to an approved National Training Centre, provide written reasons to RCA's HPD (or designate) if for some reason they are unable to do so (the Parties agree to communicate effectively to ensure the best National Team);

(g) Notify RCA's HPD (or designate) in writing within seven days of an Athlete's decision to retire from international level sport/withdraw from the National Team Program.

## INFORMATION AND PRIVACY

**GENERAL OVERVIEW:** This section addresses information and privacy rights of both the Athlete and RCA. Essentially, the Athlete and RCA cannot share private information about each other without the other party's consent, or unless the sharing of information by either party is demanded or permitted by law.

While RCA needs certain information to be able to properly govern the Athlete, this section allows the Athlete to be confident about providing private and personal information necessary to RCA because RCA is required to respect their privacy rights.

Additionally, RCA is subject to Canadian privacy law and the Athlete may lodge a complaint as permitted by law if the Athlete considers that any information is shared without the Athlete's consent and/or without being required or permitted by law. The Athlete's responsibilities to RCA regarding information and privacy require the Athlete to share necessary information, and to not discuss or share information that RCA wishes to remain private and has expressed that wish to the Athlete.

#### 10. RCA:

- (a) Will designate an employee who acts in the role of RCA's Privacy Officer and, on request, will communicate that designation and any changes to the designation to the Athlete as soon as the circumstances permit;
- (b) May collect Personal Information from the Athlete, including medical information, and will respect the confidentiality of Personal Information supplied by the Athlete to RCA by not using or disclosing this information except for purposes consistent with the reason for which it was collected and by not supplying this information to outside parties without the consent of the Athlete, unless required to do so by law or in accordance with RCA's anti-doping policies;
- (c) Will, on request of the Athlete, confirm whether it considers specific recordings, technology, tactics, methods, logistics or other information confidential as soon as the circumstances permit; and

#### 11. The Athlete:

- (a) Will provide RCA with any Personal Information required to confirm the eligibility of the Athlete;
- (b) Acknowledges that information, including Personal Information about the Athlete, can be shared with and between anti-doping organizations for anti-doping purposes and such information will be used only in the fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency's International Standard for the Protection of Privacy and Personal Information, as amended from time to time;
- (c) Will provide RCA with Personal Information required for RCA to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of RCA and/or that is required to ensure compliance with this Agreement; and
- (d) Will treat as confidential and will not disclose any RCA recordings, technology, tactics, methods, logistics or other information that RCA deems confidential or that is not generally available to the public, unless required to do so by law. Where the Athlete is uncertain of the confidential status of any information, the Athlete will request RCA's direction before disclosing the information.

## COMMUNICATION

**GENERAL OVERVIEW:** This section addresses the expectations regarding communication for both the Athlete and RCA.

The Athlete has the right to have all communication in either French or English and should identify which language they prefer to RCA. The Athlete must provide RCA (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.

RCA 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 RCA, 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 it sent to them. The Athlete is responsible for reading and responding to all of the information in the appropriate designated manner and within a reasonable time. Fully discussing Athlete and RCA expectations about communication and responses is a fundamental opportunity for both parties to build their high- performance relationship.

RCA (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 RCA policy.

#### 13. RCA:

- (a) Assigns the HPD (or designate) as the Designated Contact for the Athlete, unless otherwise specified;
- (b) Will ensure that the Designated Contact or an alternate RCA staff person at the RCA office is available for communication each Business Day RCA is open for business. For National Team selection issues, the HPD (or designate) will be reasonably available for communication outside the RCA business hours;
- (c) Will communicate both orally and in writing in the official Canadian language of the Athlete's choice;
- (d) Will communicate as soon as the circumstances permit, using methods such as telephone, email, SMS, text or video messaging, or other methods, including social media and/or posting to the RCA website, depending on the nature of the communication and the Athlete's expressed communication preferences;
- (e) Will meet any deadlines for responding provided they have been mutually agreed upon by the parties; and
- (f) Will publish relevant information and policies on the RCA website: [www.rowingcanada.org](http://www.rowingcanada.org)

#### 14. The Athlete:

- (a) Will supply RCA with up-to-date biographical information including an email address that accepts file attachments and will check the designated email regularly and at least once every five days;
- (b) Will provide RCA with the required information to communicate by some other reasonable method of communication should the Athlete so choose; and
- (c) Will respond to RCA correspondence and communication as soon as the circumstances permit, depending on the nature of the communication, and meet any deadlines for responding, given they don't exceed the timeframe in subsection (a) of this section and no other timeline has been mutually agreed upon by the parties.

## MEDICAL AND INJURY

**GENERAL OVERVIEW:** This section indicates that RCA will help the Athlete return to and/or maintain their health in the event of injury or illness. To help RCA do this, the Athlete should inform RCA 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 and lead therapist verbally and 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 is injured, and the Athlete is not located at the National Training Center, the Athlete may be required to obtain a certificate from a health professional that includes information about the injury and give it as soon as practicable to the national coach and lead therapist. Additionally, RCA may require that the Athlete follow the recovery and rehabilitation program provided by RCA's CMO or relevant RCA approved therapist. This section also ensures that, if possible, RCA will contact the Athlete's Emergency Contact before medical treatment starts in an emergency situation.

RCA is committed to supporting athletes in all stages of their career, including with family planning, parental (maternity and paternity) leaves, and parenting responsibilities. To that end, RCA is engaging with Sport Canada and will make any necessary amendments to its carding policy and the 2023-2024 Athlete Agreements which result from those discussions.

For the avoidance of doubt, injury and illness includes both diagnosed physical and mental injuries and/or illness.

15. RCA will:

(a) Provide reasonable medical services and health insurance coverage to the Athlete, appropriate with their level of participation in sanctioned National Team Program or National Team activities, acknowledging that such services and coverage may necessarily vary depending on the Athlete's status as a carded and/or centralized or decentralized athlete.

16. The Athlete will, in the event of an injury or illness;

(a) Notify the relevant national coach and lead therapist (or RCA Designated Contact) as soon as they become aware of any health issue, injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement;

(b) Follow the recovery and rehabilitation program for the injury or illness (including mental illness/injury) that prevented the Athlete from fulfilling obligations under this Agreement, as per the recommendations of RCA's CMO or relevant RCA therapist, to ensure his or her return to training and/or competition in a safe and timely manner; and

17. In the event of a serious medical situation and corresponding lack of Athlete legal capacity to make healthcare decisions arising while the Athlete is training or competing under RCA's authority/supervision, RCA will make every effort to contact the Athlete's Emergency Contact prior to medical treatment being initiated. Should this not be possible and unless previously notified in writing by the athlete, RCA's CMO reserves the right to make healthcare decisions that they believe are in the best interests of the Athlete on the Athlete's behalf.

## ANTI-DOPING

**GENERAL OVERVIEW:** This section set out the obligations of RCA and the Athlete regarding anti-doping. Anti-doping rules and their corresponding obligations on athletes are often complex, and therefore making sure that an Athlete has the right resources in order to understand what is expected of them is very important. RCA may be obligated to provide the Athlete with a variety of information regarding anti-doping regulations, including any updates to the Prohibited List. In such cases, RCA can either provide them directly to the Athlete, or identify where athletes should go to find other information related to anti-doping.

Regardless of whether the Athlete is included in the CCES Registered Testing Pool or National Athlete Pool, the Athlete's obligations to RCA under this Agreement are to avoid the use and possession of any prohibited substances or prohibited methods, and to submit to both in-competition and out-of-competition testing conducted by the CCES or other authorized anti-

doping organizations. Furthermore, the Athlete must cooperate with any anti-doping investigations. Various sports organizations that may be involved in anti-doping programs and proceedings including World Rowing, IOC, IPC, Pan Am Sports, WADA, and the CCES. More anti-doping information can be found at: <http://cces.ca>

As part of helping RCA meet its obligations to educate the Athlete on anti-doping, the Athlete may be required to participate in anti-doping education programs.

18. RCA will:

- (a) Ensure that the Athlete receives communications from World Rowing, WADA, IOC, IPC, PanAm Sports, CCES or other bodies that are made known to RCA 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) As soon as the circumstances permit, communicate to the Athlete the name of any athlete, coach, IST member, or other person known to be involved, likely to be involved, or desiring to be involved in RCA activity, and under sanction by an anti-doping organization for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP, the World Rowing Anti-Doping Rules, or the World Anti-Doping Code.

19. The Athlete will:

- (a) Agree to comply with the anti-doping rules of the IOC, IPC, World Rowing, PanAm Sports, CCES, WADA and any other anti-doping organization with authority over the Athlete, including submitting to both in-competition and out-of-competition testing when required by World Rowing, CCES, WADA or any other anti-doping organization authorized to conduct testing, and, if applicable, to maintain accurate whereabouts records as required under the relevant World Rowing or CCES anti-doping rules, or the World Anti-Doping Code;
- (b) If asked, complete any doping control and/or education program developed by the CCES online anti-doping courses, True Sport Clean 101, and Sport Canada - Athlete Assistance Program, prior to the beginning of each new carding cycle or at another time required by Sport Canada, RCA or CCES;
- (c) Agree to be bound by and abide by the CADP as administered by the CCES, as well as the anti-doping rules of any anti-doping organization that has authority over the Athlete;
- (d) Refuse to enter into any relationship with a coach, IST member, or person who the Athlete knows is under sanction by an anti-doping organization for a doping-related offence;
- (e) Not use Prohibited Substances or Prohibited Methods;
- (f) Not supply Prohibited Substances or Prohibited Methods to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection;
- (g) With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, the Athlete consents to having police and law enforcement agencies, border service agencies, sport organizations or clubs of which the Athlete is registered, disclose to the CCES information in their possession relating to the Athlete that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against the Athlete.

## COMMERCIAL

**GENERAL OVERVIEW:** This section recognizes that both the Athlete and RCA receive a lot of benefit out of each other's independent commercial success.

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

This section sets out a baseline standard for what happens if an Athlete and RCA do not sign a separate ACA. That baseline, set out in Section 21, is that RCA can use things like the Athlete's image to promote the general activity of RCA in carrying out its sport, but not for commercial purposes or with RCA sponsors.

20. The Athlete and RCA agree that:

- (a) Any agreement entered into either between the parties or by the Athlete and a third party at a future date, will not unreasonably interfere with the Athlete's training and competition schedule as determined by the HPD (or designate) or head coaches or the Athlete's obligations in accordance with this Agreement;
- (b) Both parties have significant mutual interests in the promotion and independent commercial success of both RCA and the Athlete;
- (c) It is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
- (d) The Athlete and RCA may enter into a separate ACA; and
- (e) RCA will only consider or agree to enter into the separate ACA once this Athlete Agreement is executed.

21. If the Athlete and RCA do not enter into a separate ACA, the Athlete agrees and gives consent to RCA to use the Athlete's Marketing Rights solely for Non-Commercial Use, and RCA and the Athlete agree that such consent does not extend to RCA Sponsors.

22. In addition to the obligations described in Section 20, the Athlete will:

- (a) Upon mutual consent of the Athlete and RCA, contribute volunteer services and/or compensated time as requested by RCA by way of National Team appearances, promotions, fundraising events, and sponsor related activities;
- (b) Agree to be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during an event for the purposes of media coverage and promotion of the sport for Non-Commercial Use. The Athlete may be provided any filmed footage, photographs, interviews, or any other media content of themselves for personal use upon making such a request to RCA, which shall not be unreasonably withheld by RCA;
- (c) Refrain from making comments, endorsements, or other representations that may constitute a breach of any RCA policies, including, without limitation, RCA's Code of Conduct and Ethics and Social Media Policy;
- (d) Prior to executing a sponsorship endorsement or sponsorship contract, seek the consent of RCA. Such consent will not be unreasonably withheld, and, if withheld, ground(s) for refusal will be given. Notwithstanding anything in RCA's Appeal Policy to the contrary, the athlete may challenge the refusal in accordance with the provisions of Appendix A – National Team Appeals, Section B (“Nomination for AAP Carding”), with any necessary modifications. For greater certainty, this requirement excludes any personal endorsement for the Athlete as an individual with no connection to the sport of rowing;

(e) Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. RCA may make such requests for participation and arrangements. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year; and

(f) Agree not to endorse or promote the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors") when engaged in any activities of the National Team, including, competition, competition-day warm-ups, opening and closing ceremonies, receiving awards, and awards ceremonies.

## **ATHLETE ASSISTANCE PROGRAM (AAP)**

**GENERAL OVERVIEW:** This section deals with the relationship between RCA, the Athlete and the AAP - a federal government grant program that provides direct financial assistance to Canadian high-performance athletes. RCA is 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 RCA has 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 RCA's sport-specific eligibility criteria and AAP policies. Athletes then complete the AAP Application Form provided by RCA and sign an Athlete/RCA Agreement. Eligible Athletes approved for carding receive benefits during the period of time for which they are approved. RCA and the Athlete both have obligations related to AAP funding. RCA 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 RCA 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.

23. RCA will:

(a) Publish criteria for the nomination of athletes to the AAP in accordance with Sport Canada policies; and

(b) Nominate athletes for AAP in accordance with the applicable policies and ensure those athletes approved for carding receive all the benefits to which they are entitled under the AAP.

24. If receiving AAP, the Athlete will:

(a) Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada for up to two working days per year;

(b) Comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in Section 13 of the AAP Policies and Procedures available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance/policies-procedures.html>;

(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 HPD or Designated Contact, in writing within seven days of the Athlete's intention to retire so that RCA may advise Sport Canada to cease AAP payments. The



Athlete will refund any AAP payments to Sport Canada received after the Athlete has ceased training.

25. RCA and Athlete agree that the procedure that will apply to the withdrawal of AAP status of the athlete is outlined in Sport Canada's Athlete Assistance Program Policy and Guidelines manual, as amended from time to time, and which is available online at:

<https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance/policies-procedures.html>

## DISPUTES

**GENERAL OVERVIEW:** 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." Paragraph 28 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.

It is recommended that the Athlete or RCA 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 RCA before going to the next step of using the dispute resolution mechanism offered by the SDRCC, unless mutually agreed otherwise by the Athlete and RCA. The process set out in the Agreement and in RCA's Appeal Policy constitutes that internal appeal process.

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

26. RCA has provided an Appeal Policy that sets out the procedure with respect to any dispute between the Athlete and RCA and that conforms with the principles of natural justice and procedural fairness. The policy procedure includes access to an internal appeal process, as well as a pathway to independent arbitration through the SDRCC. The details of this procedure will be published by RCA under <https://rowingcanada.org/governance/>.

27. Where one of the parties to this Agreement is of the opinion that the other party has failed to conform to their obligations under this Agreement, the parties agree:

(a) The party alleging the default will notify the party allegedly in default in writing of the particulars of the alleged default (the "Default Notice");

(b) The party alleging the default will indicate in the Default Notice the steps that party requests the party allegedly in default to take to remedy the situation, and will 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 may file a complaint through the process set out in RCA's Appeals Policy.

28. The parties agree that the giving of the Default Notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this Agreement. If the party receiving the Default Notice remedies the breach within the specified period of time, the dispute will be considered resolved and neither party will have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the

Default Notice fails to remedy the breach within the specified period of time, and the party who gave notice still wishes recourse against the other party concerning the matters alleged to comprise the default, that party will use the dispute settlement mechanism described at Section 27(c) of this Agreement to resolve the differences between the parties.

## NOTICE

**GENERAL OVERVIEW:** The objective of this section is to establish a method of communication between the Athlete and RCA 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.

29. Except as otherwise provided in this Agreement or in any policy of RCA which requires notice to be given in a specific manner, any notice required or permitted to be given to RCA by the Athlete under this Agreement will be in writing and will be effective and deemed to have been received upon its delivery by courier to RCA at 321 - 4371 Interurban Road, Victoria BC, V9E 2C5, or delivery by email on the date the email is sent to the RCA Secretary email address: [rca@rowingcanada.org](mailto:rca@rowingcanada.org).

30. Any notice required or permitted to be given to the Athlete by RCA under this Agreement will be in writing and will be effective and deemed to have been received upon its delivery by courier to the Athlete at their registered home address (as per RCA Athlete Tracker database), or delivery by email on the date the email is sent to the athlete's registered email address (as per RCA Athlete Tracker database).

## ASSUMPTION OF RISK AND INDEMNIFICATION

**GENERAL OVERVIEW:** Risk is inherent in any human sporting endeavour. In high performance sport, athletes have already learnt to push themselves harder and for longer periods of time. To achieve training adaptations and continuously improve standards, coaches also need to push athletes to their limits and beyond. High performance sport thus has a level of risk and potential danger. RCA is a signatory to the Responsible Coaching Movement pledge, a program coordinated by the Coaching Association of Canada (CAC) and the CCES. Through this pledge, as well as other RCA policies governing coach conduct, RCA employed coaches have bound themselves to responsible actions and behaviours that reaffirm their commitment to the health and safety of athletes on and off the field of play. Likewise, in this Agreement, athletes (and RCA) recognise that while we all push ourselves and each other to the limit, we all have a responsibility to act responsibly, safely and with due diligence.

31. The Athlete acknowledges that participation as a National Team member or within the National Team Program exposes the Athlete to certain risks and dangers associated with being a high performance athlete and with the sport of rowing. By signing this Agreement, the Athlete acknowledges and assumes such risks and dangers. With the exception of risks and dangers that arise from negligence or willful misconduct of RCA or anyone for whom RCA is responsible in law, the Athlete is otherwise not permitted to pursue compensation from RCA and its directors, officers, employees, contractors, volunteers, committee members and agents for any injury, physical or mental, that is suffered as a result of participating in National Team Program and National Team activities and/or the sport of rowing.

32. RCA maintains liability insurance of \$5,000,000.00 for injuries or impairment that are suffered outside the typical and usual requirements of being a high performance athlete, specifically in the sport of rowing. In a situation where an injury is suffered outside the scope of the reasonable activities or conduct associated with the sport of rowing, the Athlete undertakes to limit their claim to a maximum of the amount available under the policy of insurance maintained by RCA. Further information (including an Insurance Guide, policy coverage limits and forms) can be found on the RCA website at: <https://rowingcanada.org/members/>

33. RCA and the Athlete will reduce the Assumed Risk through risk management, including the implementation of various Risk Management strategies, policies or actions.

## **DURATION AND TERMINATION**

**GENERAL OVERVIEW:** This section outlines the circumstances in which this Agreement may be terminated by the Athlete and RCA.

34. The Term of this agreement will take effect on the date of signature by the Athlete and RCA (whichever is later) and will terminate on the earlier of June 30, 2024, or the Athlete ceasing to be a member of the National Training Program or National Team, provided that if the Athlete ceases to be a member of the National Training Program or National Team through written declaration of retirement, the term of this agreement will cease six months after such filing by the Athlete with the HPD (or designate).

35. Notwithstanding the foregoing, in the event that the Athlete remains a member of the National Training Program or National Team and has not signed a new Athlete Agreement prior to the expiry of the term this Agreement, the Athlete hereby agrees that the Terms of this Agreement will be extended, with such modifications as are reasonably necessary with respect to dates, until the earlier of the Athlete signing a new Athlete Agreement, or the Athlete ceasing to be a member of the National Training Program or National Team. Provided that in no event shall the Term of this agreement be extended for more than two years.

36. The Athlete:

(a) May terminate this Agreement at any time by providing written notice of termination to RCA;

(b) Understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the National Training Program or National Team, including, as applicable, payments under the AAP and the right to compete internationally representing Canada at IF, IOC, IPC or Pan Am Sport sanctioned events.

37. RCA may terminate this Agreement immediately, subject to Section 38, by providing written notice, prior to its scheduled expiry if the Athlete:

(a) has been found by the CCES, WADA or any other anti-doping organization to have committed an anti-doping rule violation and is subject to a period of ineligibility that extends beyond the scheduled expiry of this Agreement;

(b) has been found to have violated the UCCMS, or any policy of RCA, World Rowing or any other relevant sport organization and has been suspended for a period that extends beyond the scheduled expiry of this Agreement;

(c) Has been convicted of a criminal offense involving “harmful conduct”, as described in RCA’s Discipline and Complaints Policy; or

(d) Has become ineligible to represent RCA.

If the Athlete is subject to a period of Ineligibility for an anti-doping rule violation or a suspension for violating the UCCMS, a policy of RCA, World Rowing, or any other relevant sport organization that will expire prior to the expiry of the term of this Agreement, the effect of this Agreement will be suspended for the duration of the period of Ineligibility or period of suspension, as applicable.

Further, if an Athlete appeals any decision to impose a period of Ineligibility or suspension, the effect of this Agreement will be suspended pending the outcome of the appeal. If the Athlete becomes or will become eligible before the term of this Agreement expires, RCA may reinstate the effects of this Agreement.

38. Any decision by RCA to terminate this Agreement prior to its scheduled expiry or to not reinstate the effects of the Agreement once the Athlete becomes eligible following a period of Ineligibility or a suspension, may be appealed by the Athlete through RCA's Appeal Policy.

## **GOVERNING LAW**

39. This Agreement will be governed and construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein.

## **GENERAL PROVISIONS**

40. RCA 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.

41. 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.

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

43. The Athlete and RCA 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.

44. The Athlete confirms that they have obtained independent legal advice, or in the alternative, that they have voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

45. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and replaces all previous Agreements entered into between them.

46. This Agreement will enure to the benefit of, and will be binding upon, the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but will not be assignable by the Athlete.

47. This Agreement is available in French. Cette entente est disponible en français.

48. To facilitate an opportunity for independent advice in respect of future Athlete Agreements or carding nominations, RCA will make such documents available to the athletes three (3) weeks prior to the new competitive year or carding cycle (as applicable) with the understanding that the carding nomination list is subject to change during this time.

