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**Sport Canada**

# **Athlete Assistance Program**

**Policies and Procedures**

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Ce document est aussi disponible en français.

In this text, use of the masculine is generic and applies to both men and women.

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## Introduction

The purpose of this document is to present the policies and procedures of Sport Canada's Athlete Assistance Program (AAP). The target audiences for this document are the athletes, coaches and sport administrators who currently access or wish to access the program.

Sport Canada reserves the right to review and revise these policies and procedures.

Sport Canada hopes that provincial/territorial government agencies and provincial/territorial sport organizations will develop similar programs to assist athletes ranked just below those receiving AAP funding. Such support would provide an integrated pathway for the development of Canadian high-performance athletes.

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# Section 1 Program Overview

## 1.1 Program Description

The Athlete Assistance Program (AAP) is a federal government grant program that provides direct financial assistance to Canadian high-performance athletes and is one of three Sport Canada programs designed to assist in the development of high-performance sport. In particular, the AAP complements Sport Canada's Sport Support Program, which provides support to National Sport Organizations (NSOs) and Canadian Sport Centres for activities such as National Team training and competition, coach salaries and the provision of sport science and sport medicine services.

The AAP contributes toward improved Canadian performances at major international sporting events such as the Olympic/Paralympic Games and World Championships.

The AAP recognizes the commitment that athletes make to the National Team training and competitive programs provided by their NSO and seeks to relieve some of the financial pressures associated with preparing for, and participating in international sport. The AAP financial assistance provides support to athletes in the form of a living and training allowance, plus tuition and supplementary AAP support. The living and training allowance is intended to offset some, but not all, of the living and training expenses athletes incur as a result of their involvement in high-performance sport, while tuition support is intended to help athletes obtain a post-secondary level education. The AAP is the only Sport Canada program that provides direct financial support to athletes.

Eligible Athletes who are approved for funding and are financially supported through the AAP are referred to as *carded athletes*. AAP support is also known as *carding*.

Over 1,900 athletes in more than 90 sport disciplines are approved for AAP support each year.

AAP funding may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the AAP.

## 1.2 The AAP Carding Process

NSOs, athletes and Sport Canada are all involved in the AAP carding process. Their respective responsibilities are described in Section 3 ([NSO, Athlete and Sport Canada Responsibilities](#)). The table below summarizes the steps involved in the AAP carding process and refers you to the sections describing each part of the process in more detail.

Sport Canada approves eligible NSOs for funding	<a href="#">Minimum Eligibility Requirements for NSOs</a>
Sport Canada allocates cards to eligible NSOs	<a href="#">Allocating Cards to Eligible NSOs</a>
NSOs develop AAP-compliant, sport-specific carding criteria that athletes must meet to be nominated for AAP support	<a href="#">Carding Criteria</a>
NSOs nominate or re-nominate Eligible Athletes for AAP support according to the sport-specific carding criteria	<a href="#">Minimum Eligibility Requirements for Athletes</a> <a href="#">Application for and Approval of Cards</a>
Sport Canada reviews and approves nominations based on the NSO's published, AAP-compliant, sport-specific carding criteria and AAP policies	<a href="#">Application for and Approval of Cards</a>
Athletes complete the AAP application form provided by their NSO, as provided by Sport Canada, and sign an Athlete/NSO Agreement	<a href="#">Application for and Approval of Cards Athlete/NSO Agreement</a>
Eligible Athletes approved for carding receive benefits during the period of time for which they are approved	<a href="#">Financial Benefits</a> <a href="#">Illness, Injury or Pregnancy</a>
AAP funding may be withdrawn as a result of 1) voluntary withdrawal from the AAP, or 2) withdrawal of carded status	<a href="#">Voluntary Withdrawal from the AAP</a> <a href="#">Withdrawal of Carded Status</a> <a href="#">Policy on Anti-doping and AAP Support</a>
Athletes may appeal a Sport Canada AAP Decision (as defined under <a href="#">Section 13</a> ).	<a href="#">Appeals Policy</a>



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## Section 2 Eligibility for AAP Support

### 2.1 Principles of Eligibility for AAP Support

The Athlete Assistance Program (AAP) financial support is limited to athletes in sports whose high-performance (HP) programs are financially supported by Sport Canada following successful completion of the Sport Funding and Accountability Framework (SFAF) process.

In Olympic/Paralympic sports supported by Sport Canada, only events that are on the program of the upcoming Olympic/Paralympic Games are eligible for AAP support.

### 2.2 Eligibility Requirements for NSOs

Only NSOs that comply with the SFAF Eligibility Elements and receive financial contributions for their national team program from Sport Canada's Sport Support Program may apply for eligibility under the Athlete Assistance Program.

**NOTE: The above is subject to change pending the completion and approval of the Sport Canada – Sport Funding Framework.**

The NSO must also meet the following requirements to the satisfaction of the AAP in order to be deemed eligible for AAP support:

- The sport discipline must have a World Championship or equivalent championship sanctioned by the sport's international federation that is held at least every other year;
- The NSO must have a clearly articulated national team program based on year-round training principles that include appropriate training and competitive opportunities, both domestic and international, for each of the proposed carded athletes;
- The NSO must develop and publish AAP-compliant, sport specific carding criteria for the purpose of AAP nominations;
- The NSO must ensure that each athlete who is eligible and has been nominated for AAP support has an individualized annual training program based on year-round training principles that include significant daily training activities and appropriate competition opportunities;
- The NSO must have a plan in place that will allow for the formal monitoring of each carded athlete's training and competitive program and progress made. At a minimum, this would require monthly contact with each carded athlete. The NSO must designate a national coach or a person with appropriate qualifications and leadership status (e.g., High Performance Director) to perform this monitoring task;
- The NSO must conduct a formal process for selecting athletes to national teams. Selection rules and procedures must be published and made known to all concerned, along with procedures for appealing decisions. These appeal procedures must include access to independent dispute resolution through the Sport Dispute Resolution Centre of Canada (SDRCC);
- The NSO must have in place an Athlete/NSO Agreement that is consistent with the information found in [Section 7](#) of this document. Each carded athlete must sign this agreement;

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- No new sport disciplines will be added to AAP eligibility in the middle of a “quota” cycle, except in the following circumstances;
    - New Olympic and Paralympic sports whose national team program is targeted by “Own The Podium” (OTP) will be eligible for AAP card quotas as determined by Sport Canada. The maximum card quota will be based on the number of athletes required to compete in their Olympic/Paralympic events. This does not apply to sports for which OTP targets individual athletes only.

## 2.3 Athlete Eligibility Requirements

- The athlete’s NSO must meet the minimum requirements listed in Sub-[Section 2.2](#);
- The athlete must be a **Canadian citizen** or **permanent resident of Canada** at the beginning of the carding cycle for which the athlete is being nominated. Permanent residents must live in Canada for the full year preceding the carding cycle for which the athlete is being considered for AAP support;
- Under the eligibility requirements of the sport’s International Federation (IF) as it pertains to citizenship or residency status, the athlete must be eligible to represent Canada at major international competitions, including World Championships, at the beginning of the carding cycle for which the athlete is being nominated;
- The athlete must participate in national team preparatory and annual training programs during the time period in which they are qualifying for AAP support;
- The athlete must be available to represent Canada in major international competitions, including World Championships, Olympic Games and Paralympic Games;
- For athletes in Olympic or Paralympic sports who have been permanent residents of Canada for three years or more, continued eligibility to receive AAP support is contingent on the athlete becoming eligible to represent Canada at the Olympic or Paralympic Games;
- The athlete must meet the published NSO-approved, AAP-compliant sport-specific carding criteria;

**Note:** It is recommended that the above information be included in the NSO carding criteria.

## 2.4 Ineligible Athletes

Athletes **ineligible to be nominated** for AAP support include:

- Athletes who do not meet the published NSO-approved and AAP-compliant carding criteria;
- Athletes who do not meet the eligibility requirements set out in [Sub-Section 2.3](#) above;
- Athletes who have been ruled ineligible to participate in sport for two years or more as a result of an anti-doping rule violation and who have not, in the case of pre-2004 violations, subsequently been reinstated;
- Athletes who are serving an anti-doping rule violation sanction of less than two years of sport ineligibility at the start of the carding cycle;
- Athletes who meet the carding criteria while competing as members of another country’s national team; and
- Athletes who have made a false application and have been declared ineligible for AAP benefits by Sport Canada.

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Athletes in Olympic/Paralympic sports are eligible to be nominated for AAP support based on their participation and training for events that are on the Olympic/Paralympic program. Athletes in Olympic/Paralympic sports competing in World Championship events that are not on the Olympic/Paralympic program are not eligible for carding based strictly on performances in those events. Results achieved at World Championships in Olympic/Paralympic Games years will not be used for awarding Senior International cards ([SR1](#)), or for awarding Supplementary Excellence Assistance.

## **2.5 Other Eligibility Considerations**

### **2.5.1 Athletes Living Outside of Canada**

Athletes living outside of Canada are not normally eligible for AAP support. Any exceptions to this requirement must be approved by Sport Canada. An athlete leaving Canada should be fully aware that an exception will be made only through special submissions to Sport Canada by their NSO. Athletes living outside of Canada for athletic or academic purposes must demonstrate to the satisfaction of Sport Canada that appropriate training programs are in place and are being monitored by their NSO. Athletes who have been living full-time outside of Canada for more than two successive years will not normally be considered eligible for AAP benefits. However, if these athletes are competing within the Canadian sport system and representing Canada at international competitions as a member of the NSO National Team, carding may be considered on a case-by-case basis.

### **2.5.2 Athletes Receiving Athletic Scholarships from Foreign Post-Secondary Educational Institutions**

Athletes who are attending any foreign post-secondary educational institution, including National Collegiate Athletic Association (NCAA) institutions, and are receiving an athletic scholarship in any sport, are *not eligible* to receive AAP support for the months in which they are attending the foreign post-secondary educational institution. These athletes may be nominated by the NSO for AAP support during the months they are involved in national team training and competition activities and not attending the foreign post-secondary institution. Athletes cannot defer tuition during the carding cycle during which they are receiving an athletic scholarship from a foreign post-secondary institution.

### **2.5.3 Non-Carded Athletes Named to an Olympic or Paralympic Team**

Athletes who are not carded but who are named to the Canadian Olympic or Paralympic team by the Canadian Olympic Committee (COC) or Canadian Paralympic Committee (CPC) will be carded by Sport Canada at the senior national level ([SR](#)) for a period of four months prior to the beginning of the Olympic/Paralympic Games.

Such athlete funding may be approved before the COC/CPC names its Olympic/Paralympic Team if the following requirements are met:

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- The NSO demonstrates that the athlete has met all the requirements for participation in the upcoming Olympic/Paralympic Games including the:
    - International Federation (IF) eligibility criteria;
    - COC/CPC eligibility criteria; and
    - NSO team selection criteria.
  - The NSO confirms in writing that the athlete will be nominated for Olympic/Paralympic Team selection; and
  - The COC/CPC confirms in writing that, if nominated, the athlete meets all criteria for team selection and would, barring unforeseen circumstances, be named to the Olympic/Paralympic Team.

#### **2.5.4 Upgrades for Carded Athletes Named to Olympic and Paralympic Teams**

Athletes already carded at the Development ([D](#)) or first year senior ([C1](#)) level who are then named to the Canadian Olympic or Paralympic team by the COC or CPC will be upgraded to a senior national card by Sport Canada, effective the same month as the four-month card described in 2.5.3, and continuing to the end of that NSO's current AAP carding cycle.

#### **2.5.5 Athletes in Olympic and Paralympic Sports that do not meet NSO Eligibility Requirements**

Athletes who compete in an event on the program of the upcoming Olympic or Paralympic Games and whose sport does not meet the AAP eligibility requirements for NSOs are eligible to be nominated for carding for two consecutive years at the senior level (SR/C1) if they place in the Top16 and Top half of the field (absolute) at the Olympic or Paralympic Games or World Championships. The athlete may be carded under this provision for a maximum of four years.

Athletes who meet the Senior International level (SR1/SR2) requirements of Top 8 and Top half, at the World Championships or Olympic/Paralympic Games will be entitled to additional years under section 2.5.5

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## Section 3 NSO, Athlete and Sport Canada Responsibilities

When National Sport Organizations (NSOs) nominate Eligible Athletes (as defined in [section 6](#)) who then apply for Athlete Assistance Program (AAP) support, they agree to carry out certain responsibilities. Similarly, when Sport Canada approves nominations for AAP support, it agrees to undertake specific responsibilities. This section provides a detailed description of these responsibilities.

### 3.1 NSO Responsibilities

NSOs are responsible for nominating eligible athletes for AAP support. In making these annual nominations, the NSO agrees to:

- Maintain compliance with AAP eligibility requirements as outlined in [Sub-Section 2.2](#);
- Develop and submit carding criteria to Sport Canada for an AAP compliance review;
- Publish, in a timely [manner](#), for purposes of AAP nominations, the NSO-approved, AAP-compliant carding criteria;
- Schedule the annual review meeting with the appropriate AAP personnel;
- Prepare the annual AAP application package and provide all required documentation to AAP personnel in advance of the annual review meeting;
- Communicate to national team athletes and NSO members in a timely manner, the published NSO-approved AAP-compliant carding criteria that will be used to determine which athletes are eligible to be nominated for AAP support;
- Nominate only [Eligible Athletes](#) for AAP support;
- Communicate with athletes both orally and in writing in the official language of their choice (English or French);
- Produce and make available to each athlete, the NSO's set of documents related to National Team activities, in the official language of the athlete's choice. The documents provided must include *at least* the following:
  - NSO-approved, AAP-compliant carding criteria to be used for nominating Eligible Athletes for AAP support;
  - Description of the NSO's carding nomination procedure;
  - Criteria and procedures for selection to National Team competitive opportunities and training camps;
  - Discipline and appeals procedures; and
  - Recognition of the Government of Canada for the funding provided to athletes and NSOs through Sport Canada.
- Submit nominations of Eligible Athletes for carding to Sport Canada at least three weeks before the beginning of the NSO's carding cycle (see [Sub-Section 6.1](#));
- Provide each Eligible Athlete with all of the forms required for the AAP;
- Develop and provide each carded athlete with an Athlete/NSO Agreement that complies with AAP policies; (See [Section 7](#) for details);
- Develop discipline and appeal procedures based on due process that include access to independent dispute resolution services offered through the Sport Dispute Resolution Centre of Canada (SDRCC);

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- Review requests for supplemental support assistance and deferred tuition as required by Sport Canada in [Section 8](#);
  - Ensure that each carded athlete adheres to the NSO-approved competition and training plan throughout the carding cycle. At a minimum, this requires monthly contact with each athlete by the NSO ([see sub-section 2.2](#));
  - Inform a Sport Canada AAP staff member immediately if a carded athlete fails to honour his or her AAP commitments, retires or withdraws from the AAP;
  - Inform Sport Canada's AAP Manager of all assertions of anti-doping rule violations resulting from international testing upon notification from the testing body;
  - Provide Sport Canada with written confirmation that all carded athletes have signed their Athlete/NSO Agreement within two (2) months of the start of the NSO's carding cycle;
  - Comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in [Section 13](#) of this document;
  - Provide a voice for athletes and ensure that they are informed and able to provide input into matters affecting them, particularly in the areas of national team programming. This input may be achieved through a variety of means, but opportunities must be planned and announced, not determined on an ad hoc basis; and
  - Actively participate in all AAP program evaluation activities. NSOs and their staff will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. The NSO will also provide such data considered necessary for the proper conduct of the evaluation.

The NSO is responsible for facilitating the return to Sport Canada of any overpayment made to an athlete due to late notification of the athlete's retirement or withdrawal from the AAP. The NSO is also responsible for facilitating the return of any funding that was provided to an athlete as the result of a false application or fraudulent misrepresentation on the part of the athlete or the NSO.

### **3.2 Athlete Responsibilities**

Athletes applying for AAP support commit to the following responsibilities:

- Adherence to the competitive and training program and administrative requirements specified by their NSO throughout the cycle for which they are carded;
- Refund any financial assistance provided if their carding status changes or is withdrawn. Such refunds are payable to the "Receiver General for Canada". See [Sections 10](#) and [11](#) for more details;
- Respect and comply with the Canadian Anti-Doping Program of the Canadian Centre for Ethics in Sport;
- Complete the CCES True Clean Sport 101 online anti-doping education course, including the Sport Canada module, at the beginning of each new carding cycle. Failure to do so will result in AAP payments being withheld until requirements are completed;
- Respect and abide by any other policy of the Government of Canada that may be developed from time to time related to sporting contacts with other countries;
- Participate in sport-related promotional activities on behalf of the Government of Canada. Sport Canada usually makes the request for participation, and the athlete's NSO generally makes the detailed arrangements. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year;

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- Communicate regularly with their NSO using the reporting mechanism specified in the NSO's athlete monitoring plan. Communication may occur directly or through the athlete's personal coach;
  - Notify the NSO of any injury that may prevent the athlete's participation in the National Team program;
  - Immediately notify Sport Canada, through their NSO, of any change of address (mailing or electronic). This is required to ensure timely receipt of AAP program information;
  - Initiate any nomination appeals directly with their NSO;
  - Comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in [Section 13](#);
  - Actively participate in all Sport Canada program evaluation activities including the Status of the Athlete Study. Athletes will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. Athletes will also provide such data as considered necessary for the proper conduct of the evaluation;
  - Provide true statements in their application and supporting documentation and validate these statements if requested to do so by Sport Canada;
  - Indicate whether they are current or former federal government employees. If so, athletes must confirm that they are in compliance with the Values and Ethics Code for the Public Service or the Conflict of Interest and Post-Employment Code for Public Office Holders.

### **3.3 Sport Canada Responsibilities**

In delivering the AAP, Sport Canada agrees to do the following:

- Communicate with NSOs and athletes both orally and in writing in the official language of their choice (English or French);
- Determine the card quotas for eligible NSOs and sport disciplines;
- Review each NSO-approved carding criteria for compliance with the AAP policies and procedures;
- Review all nominations of Eligible Athletes for AAP support made by the NSO;
- Approve nominations in accordance with AAP policies and the published NSO-approved, AAP-compliant carding criteria;
- Arrange payments in accordance with AAP policies and procedures;
- Provide each NSO with all necessary AAP materials (application forms, etc...);
- Provide carded athletes with AAP tuition vouchers upon request;
- Provide previously carded athletes with the deferred tuition application package upon request;
- Provide carded athletes with application forms for the following Supplementary AAP Support: Excellence Living and Training Allowance; Child Dependent Allowance; Training and Competition Allowance for Paralympic athletes with high support needs; Relocation Assistance, Child Care Assistance and Retirement Assistance.
- Provide a review procedure to athletes and NSOs on any Sport Canada AAP operational decisions identified in, and in accordance with [Section 13](#);
- Upon request, provide information to NSOs and athletes regarding the development of carding criteria, athlete agreements, appeal procedures, due process, athlete monitoring, and other areas concerning athlete assistance and related services.

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## Section 4 Allocation of Cards to Eligible NSOs

This section describes the policy and procedures Sport Canada follows to allocate cards to [eligible National Sport Organizations](#) (NSOs).

### 4.1 Policy

The Athlete Assistance Program (AAP) cards are allocated to the following types of sports:

- Olympic sports
- Paralympic sports
- Non-Olympic sports

The AAP has three kinds of cards:

- Senior International Cards (SR1 and SR2 Cards) (see [5.2.1](#))
- Senior National Cards (SR and C1 Cards) (see [5.2.2](#))
- Development Cards (D Cards) (see [5.3.1](#))

Card quotas are allocated to NSOs or their respective sport disciplines on the basis of a number of Senior Cards (International or National).

NSOs may nominate Eligible Athletes for senior or development cards according to their published NSO-approved, AAP-compliant carding criteria up to the maximum of the monetary value of the senior card quota.

### 4.2 Determination of Carding Quotas

The allocation of AAP cards is determined by an objective process and a [subjective process](#).

#### 4.2.1 Objective Process

The objective process used to allocate AAP cards to eligible NSOs takes the following into account:

- The team size of each sport or sport discipline set by Sport Canada to determine base points;
- The results of the Olympics/Paralympics and World Championships in the four-year period preceding the carding quota exercise to determine past-performance points;
- Results must be in the top-16 and the top half of the field; a maximum of three results per event are considered;
- Each athlete's best result will be used in the quota calculation each year. For example, if an athlete has a first place at the 2015 World Championships in one event and an eighth place result in another event, only the first place result will be used for the purpose of determining the sport quota.

Given Sport Canada's priority for sports that demonstrate podium potential at the Olympic and Paralympic Games, as well as the differences between team and individual sports, different approaches and mathematical factors are used within the objective quota process to determine the base and past-performance points.



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#### 4.2.2 Subjective Process

The subjective process takes into consideration factors that the objective process cannot adequately capture. The subjective process will allocate cards set aside by Sport Canada for this purpose. This will allow Sport Canada to review and assess sport performances periodically and re-allocate AAP resources to deserving sports as required.

Each eligible NSO is reviewed to determine whether it should receive more or fewer AAP cards than the objective process alone would suggest. In team sports, the men's and women's programs are considered separately. The review consists of an assessment that may include, but is not limited to, the following:

- Targeting AAP resources to those sports or sport disciplines that have been identified by Own the Podium (OTP) as having podium potential at the upcoming Olympic/Paralympic Games;
- The quality of national team programming based on an assessment of the training and competition programs, as well as the athlete monitoring process;
- Based on Sport Canada's experience during the annual AAP review process with each sport including the NSO's adherence to published AAP-compliant, sport-specific carding criteria, the NSO's track record in managing carding nominations and the NSO's general demonstrated adherence to its responsibilities under the AAP; and
- The degree to which the NSO's governance structure commits to high-performance sport excellence.

In determining the amount of AAP support for Olympic/Paralympic/non-Olympic sport disciplines, Sport Canada will consider the level of Sport Support Program funding to the sport discipline's National Team Program.

The allocation of cards through the subjective process may also be based on the recommendations of OTP and non-AAP Sport Canada staff.

Sport Canada makes the final decision on the allocation of cards via the subjective process.

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## Section 5 Carding Criteria

This section describes the criteria that athletes must meet in order to be eligible for nomination for Athlete Assistance Program (AAP) support at a given level.

### 5.1 General Policy

The AAP cards are awarded on the basis of published NSO-approved, AAP-compliant carding criteria.

Senior cards are awarded on the basis of either International or National Criteria.

Development cards are awarded on the basis of sport-specific criteria.

There are special considerations for team sports. See [Sub-Section 5.4](#) for details.

Carding cycles are normally twelve months long. Occasionally, factors such as the timing of major events may require that the carding cycle be shorter or longer than twelve months, in which case a NSO may negotiate a shorter or longer carding cycle with Sport Canada. Under such circumstances, athletes nominated for that NSO's full carding cycle would be carded for a corresponding period of more or fewer than twelve months.

Nominations of athletes for cards at any level and by any NSO will not be considered for a period that is fewer than four months.

### 5.2 Policies for Senior Cards

#### 5.2.1 International Criteria

International Criteria recognize and reward Canadian athletes for outstanding performance at World Championships or the Olympic/Paralympic Games. In Olympic and Paralympic sports, only results from events that are on the program of the upcoming Olympic/Paralympic Games will be considered for carding under the International Criteria.

Athletes who meet the International Criteria are eligible to be nominated by their NSO for two consecutive years; the first year card is referred to as SR1; the second, SR2. Eligibility for an SR2 card is contingent on the athlete maintaining a training and competitive program approved by the NSO, on being re-nominated by the NSO, on signing an Athlete/NSO Agreement and completing an AAP Application Form for that year.

Sport Canada establishes the performance standards for International Criteria used to determine eligibility to be nominated for senior cards. The following are the current standards for international criteria.

- Finish in the top eight, counting a maximum of three entries per country; and
- Finish in the top half of the field.

In Olympic/Paralympic years, new Senior Cards based on the international criteria will be awarded in Olympic/Paralympic sports only on the basis of results achieved in the Olympic/Paralympic Games. Results achieved at World Championships in Olympic/Paralympic Games years will not be used for awarding SR1 cards, or for awarding Supplementary Excellence Assistance.

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A NSO may adjust a criterion or include sport specific requirements to the senior international criteria specific to their sport in order to strengthen the criteria. Any additional requirements imposed by the NSO must be consistent with Sport Canada policies and be approved by Sport Canada.

**Note:** In cases where the Olympic/Paralympic or World Championship field is restricted by the sport's International Federation (IF), the International Olympic Committee (IOC), or the International Paralympic Committee (IPC) as a result of qualification processes or other types of entry restrictions, the requirement regarding the top half of the field may be waived by Sport Canada.

In team, crew, pair events, or relay type events, the performance must be achieved by Canadian athletes only. A performance that is the result of teaming up or pairing with athletes from other nations will not be considered for carding purposes.

#### **Can Senior Carding Based on International Criteria be Retroactive?**

An athlete may be carded at the Senior Card level for a two-year period retroactive to the beginning of the carding cycle in which the athlete is being nominated provided that:

- He or she achieves a Senior International card performance in a World Championship or Olympic/Paralympic Games within six months of the beginning of the carding cycle; and
- Both the NSO and Sport Canada agree at the annual AAP Review Meeting that athletes may be carded retroactively at the SR1/SR2 level and/or may be upgraded to SR1/SR2 based on the upcoming Worlds/Olympics/Paralympics.

#### **What if Athletes Compete in Relay Events or Team Type Events?**

In individual sports with team type or relay events, athletes who compete in the event may be awarded a Senior International Card (SR1/SR2) if they directly contributed to the top-8/top-half result.

### **5.2.2 National Criteria**

National Criteria identify athletes who have the potential to achieve [International Criteria](#). Senior cards based on National Criteria are normally awarded for one year and are referred to as SR Cards. Cards for athletes who meet the National Criteria for the first time are referred to as C1 Cards.

National Criteria for Senior Cards are established by each NSO, and are reviewed every year by Sport Canada to ensure that they meet AAP policy requirements. The criteria should, wherever possible, be based on objective results achieved in designated competitions. The competitions that may be used are domestic competitions (preferably National Championships), international competitions, or a combination of both. The competitions used for the National Criteria should be accessible to the majority of the best athletes in Canada and be consistent with the sport's national team training and competitive program. The criteria may include elements of the NSO's Podium Pathway and/or Gold Medal profiles or equivalent, where appropriate and applicable.

An athlete is normally expected to improve each year to maintain a Senior Card based on the national criteria. Therefore, the NSO's Senior Card national criteria must either include incremental performance criteria, or stipulate a maximum number of years an athlete will be supported at this card level. The maximum number of years will vary from sport to sport and is negotiated between Sport Canada and each NSO.

#### **What is the Funding Level for a C1 Card?**

C1 carded athletes are funded at the development card level in the first year they meet the National Criteria for a Senior Card, even if they have been previously carded at the development (D) level.

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If, however, the athlete has been previously carded at the SR1 or SR2 level, has been named to the national senior team, has competed in World Championships, or, in the case of team sports, World Championship (Cup) qualifiers, before meeting the National Criteria for the Senior Card for the first time, the athlete will be funded at the Senior Card (SR) level rather than at the Development Card level.

### **What if an Athlete does not Reach Senior Card Level Based on International Criteria Within the Prescribed Number of Years?**

An athlete is expected to improve each year to maintain a Senior Card based on National Criteria and to eventually achieve the International Criteria. If an athlete, having reached the maximum number of years for support based on National Criteria, is nominated as a Senior Card based on National Criteria, the athlete's year-to-year improvement, progression toward the International Criteria and future potential will be reviewed. On the basis of this review, Sport Canada will, in discussion with the NSO, exercise its discretion in determining whether an additional year of support as a Senior Card based on National Criteria is warranted.

## **5.3 Policies for Development Cards**

Development Cards are intended to support the developmental needs of younger athletes who clearly demonstrate the potential to achieve the Senior Card International Criteria but are not yet able to meet the Senior Card criteria. Development Cards are normally awarded for one year and are referred to as D Cards.

The financial support provided through Development Cards helps enhance conditions for younger athletes who have not had the same training, coaching, and competitive experience as older athletes and are not yet able to meet the Senior Card criteria. The allocation of Development Cards is intended to ensure that financial support is provided to the athletes with the greatest potential.

As program funding may not always be available to cover the cost of athletes holding Development Cards, athletes may be asked to contribute to program costs from their Development Card funding.

Normally, an athlete previously carded at the Senior Card level (C1, SR, SR1, SR2) for more than two years cannot be nominated for a Development Card. An exception may be made, at Sport Canada's sole discretion, for an athlete carded at the Senior Card level for more than two years. For example, an athlete carded as a Senior Card for two or more years while still competing at the Junior international level may be eligible for a development card.

### **5.3.1 Development Card Criteria**

Criteria for Development Cards are established by the NSO and are reviewed each year by Sport Canada for compliance with the AAP.

The criteria must be objective and clearly demonstrate that the athlete has high-performance potential. Normally, the NSO must establish a maximum number of years for which athletes can be carded at the development card level before achieving senior card status.

NSOs should consider using some or all of the following criteria areas in the development of their Development Card criteria:

- International and/or domestic results;
- Elements of the NSO Gold Medal profiles;
- Elements of the NSOs Podium Pathway profile;
- Full-time commitment to a NSO National Training Centre;

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- Elements of the sport-specific Long Term Athlete Development (LTAD) model;
  - Age may be used as a criterion, but the age level must not be established arbitrarily and the purpose of such a criterion should be clearly articulated. Further, the NSO must be able to demonstrate through statistical evidence and expert opinion that there is a clear link between the age criterion, the performance criteria, and the potential to achieve the international criteria for Senior Cards. The NSO must also be able to demonstrate that it has no alternative to the use of age to identify developing athletes.

## **5.4 Special Considerations for Team Sports**

Cards for team sports are available only to athletes required to be involved in competition and training programs under the auspices of the NSO for significant periods during the carding year. The level of support to each athlete will vary depending on their time involvement with the program.

### **5.4.1 General Requirements**

For athletes to be eligible to receive full funding at any carding level - 12 months of living and training allowance, and tuition support if applicable - a team sport must operate a National Team program of a minimum duration of sixty days.

Reduced support may be provided to athletes who participate in a National Team program for a minimum of thirty days, and who meet the requirements listed in [Sub-Section 2.2](#) regarding an individualized annual training program and formal monitoring and evaluation. The number of months provided to athletes under such circumstances will be determined at the sole discretion of Sport Canada but will not be fewer than four months in a carding cycle. National Team approved training and competitive days may be calculated on a per month basis however, the months in which an athlete receives payment does not specifically relate to the months that they were involved with the National Team program.

During the carding cycle, NSOs may add months for athletes initially nominated for fewer than twelve months if team selection opportunities lead to further training and competitive days for that athlete. Nominations for such additional months must be made according to the NSO's sport-specific carding criteria.

Athletes will be advised by their NSO when additional months are added to their file. Sport Canada will automatically deposit the funding at the applicable time within the carding cycle.

### **5.4.2 Athletes Competing on Professional Teams**

Athletes who are competing in the National Basketball Association (NBA), the National Hockey League (NHL), Major League Baseball (MLB) or 1<sup>st</sup> Division Soccer Leagues in Europe (men only), as determined by Sport Canada, are not eligible for AAP support. An athlete who has signed a contract in one of these leagues will be ineligible for AAP support effective the date the contract is signed through to the conclusion of the contract.

Athletes who are competing in professional leagues other than the NBA, the NHL, MLB or 1<sup>st</sup> Division Soccer Leagues (men only) in Europe may be considered for AAP support under the following circumstances:

- The NSO can demonstrate that each Eligible Athlete nominated for AAP support has an individualized annual training program that includes significant daily training activities and is based on year-round training principles; and

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- The NSO formally monitors and evaluates each athlete's training and competitive programs while they are participating in the professional league. The NSO must designate a national coach or a person with equivalent qualifications and status (e.g. High Performance Director) to perform these tasks.

### **5.4.3 The Senior National Team**

Both Senior and Development Cards can be assigned to athletes who are members of the Senior National Team. These cards are based on the team's performance and on the contribution of each athlete to that performance. Senior Cards based on International Criteria are awarded to Eligible Athletes who were members of National Teams that achieved the international performance criteria.

The level and number of months of an athlete's card will depend on their position on the depth chart and their time commitment to the National Team program.

In order to be eligible for full support - 12 months of Living and Training Allowance and Tuition if applicable - an athlete in a team sport should meet the following minimum standards:

- Participate for at least 60 days of formal training and/or competition as specified in the National Team program;
- Participate in a minimum of four hours of team practice or training daily;
- Participate as a member of the National Team program in a minimum of one tournament or four games of international competition during or following the 60 day training period.

Reduced support may be provided to athletes who participate in the National Team program for a minimum of thirty days and meet the requirements listed in [Sub-section 2.2](#) regarding an individualized annual training program and formal monitoring. This provision would normally be applied to athletes training and competing outside Canada. The level and duration of the support will be considered by Sport Canada on a case-by-case basis but will start at four months, which is the minimum length of time that a card would be considered.

In its carding criteria document, the NSO must explain how the depth chart is determined and how it will be applied to nominate athletes for carding. This explanation should describe how "role players" not among the top players in the team - but who fulfil a specific function on the team - will be placed on the depth chart.

### **5.4.4 Teams Below the Senior National Team**

AAP support to athletes on teams below the Senior National Team level may be provided to eligible NSOs on the basis of their card quotas and the following:

- The demonstrated ability of the NSO to deliver comprehensive and quality programming;
- The scope and intensity of the programs offered at the various levels of the high-performance system;
- The scope and intensity of the individual athlete training and competitive demands; and
- The ability of the NSO to supervise and monitor the day-to-day training of its athletes on an annual basis.

An athlete at the development card (D) level who makes the Senior National Team for a major event during the carding year, and who is eligible to be nominated for a Senior National Card the following year, will normally be carded and funded at the SR level for the next carding year rather than at the C1 level.

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In years when the programs for teams below the Senior National Team level are limited, carding support for athletes in these programs may not be available.

## 5.5 Establishing Carding Criteria

It is the NSO's responsibility to develop the carding criteria for National level Senior Cards and Development Cards, as well as the criteria that apply to injured athletes as described in [Section 9](#). Wherever possible, the carding criteria should be based on objective measures.

Opportunities to meet carding requirements should be consistent with a sport's national training or competitive program and should be accessible to the majority of the best Canadian athletes. Carding criteria should normally be linked to National Team selection criteria and the National Team depth chart for team sports.

The NSO may choose its suite of criteria from the following areas:

- Elements of the Podium Pathway;
- Elements of the Gold Medal profiles;
- International and/or domestic results;
- Full-time commitment to an NSO National Training Centre; and
- Elements of the sport specific LTAD model.

The development and approval of the NSO's carding criteria must include the following steps:

- The NSO Head Coach, High Performance Director, National Team Committee or appropriate body within the NSO develops the proposed carding criteria;
- The Athlete Representative and appropriate NSO decision-making body review the proposed criteria and make recommendations regarding the criteria;
- The Board of Directors or appropriate decision-making body reviews and approves the criteria for submission to Sport Canada;
- Sport Canada reviews the criteria to ensure that they comply with the AAP policies; and
- Under normal circumstances, NSOs distribute these criteria 8 to 10 months before the beginning of the sport's carding cycle. NSO-approved, AAP-compliant carding criteria should be published no later than the beginning of the competition cycle for the upcoming carding period.

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## Section 6 Application for and Approval of Cards

This section describes the overall procedure for obtaining Sport Canada approval of National Sport Organization (NSO) carding nominations of Eligible Athletes. It also describes in detail how to prepare an application package for Athlete Assistance Program (AAP) support.

“Eligible Athlete” means an athlete who has met all requirements of the AAP **and** the published NSO approved, AAP compliant carding criteria.

Only nominations of Eligible Athletes will be considered by Sport Canada for carding.

“Irregular Nominations” means a nomination of an athlete who has not met the requirements of the AAP **or** the published NSO approved, AAP compliant [carding criteria](#).

Irregular Nominations will not be considered by Sport Canada and will be returned to the NSO which will be responsible to communicate this to the affected athlete(s) along with the rationale.

The policy of returning to the NSO Irregular Nominations is guided by Sport Canada’s commitment to ensuring transparency and accountability in its allocation of funding support. The administrative process of returning an Irregular Nomination is not an AAP Decision under [Section 6](#) and cannot be appealed under [Section 13](#) of the AAP.

### 6.1 General procedures

- In applying its approved, AAP-compliant, published carding criteria, the NSO determines who is eligible to be nominated or [re-nominated](#) for AAP support at a given carding level;
- From that pool of Eligible Athletes, the NSO determines which athletes it will nominate for AAP support based on the NSO-approved and published AAP-compliant carding criteria;
- The NSO prepares an application package for review by Sport Canada. See [Sub-Section 6.4](#) for a description of the contents of the application package;
- Sport Canada reviews and may approve nominations of Eligible Athletes or return Irregular Nominations, based on the NSO-approved and published AAP-compliant carding criteria and the policies and procedures of the AAP;
- A NSO may take a returned Irregular Nomination and it may bring forth a new nomination at a later date or at the time of the review. In either case, the NSO will need to submit the nomination in writing including the rationale and supporting documentation for the nomination prior to it being approved. For example, a nomination for more months than an athlete is eligible to receive based on their planned adherence to the athlete responsibilities and to the minimum national team programming criteria as set out in section 5 of this document might be returned as an “Irregular Nomination”. The NSO needs to review that athlete’s eligibility and submit an eligible nomination. Alternatively, the NSO could provide another nomination in its place to use the quota space only if the NSO has an athlete who has met the criteria;
- With the exception of Irregular Nominations that are returned to the NSO, if Sport Canada does not approve an NSO carding nomination and there are valid reasons for an appeal pursuant to [Section 13](#) of this document, the Eligible Athlete or the NSO may request a review of this decision by following the appeal procedures in [Section 13](#);
- Sport Canada will confirm in writing, the approved list of athletes with the NSO following the review meeting. Sport Canada will then also inform, in writing, those Eligible Athletes whose nominations have been approved following the NSO’s review meeting. NSOs will



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be expected to communicate and respond to any questions from the athlete pertaining to the approved nomination.

- The NSO will provide an AAP application form and a direct deposit form to each Eligible Athlete whose nomination has been approved. A request by the NSO to complete and return an AAP application form is not confirmation that the athlete has been approved for carding if the form is provided prior to the nominations being approved;
- The Eligible Athlete fills in the AAP Application Form and the direct deposit form and submits them to the NSO which in turn submits them to Sport Canada;

**Notes:** 1. In order for carding status and funding to be granted and processed, Sport Canada must receive the completed AAP Application and direct deposit forms, confirmation that the athlete has signed the Athlete/NSO Agreement and that the athlete has completed the online anti-doping education courses within the carding cycle for which the AAP nomination has been approved.

2. In the case of underage athletes, (the age of majority is 18 OR 19 depending on the province of residence at the time of completing the application form) the AAP Application form must be signed by the athlete's parent or legal guardian.

## 6.2 Procedures for Athletes Not Being Re-nominated for Carding

Maintaining carded status depends on:

- The NSO re-nominating a carded athlete based on the athlete meeting the published NSO-approved AAP-compliant carding criteria;
- Sport Canada approving the re-nomination during the NSO's annual AAP Review Meeting.

If the NSO does not re-nominate a carded athlete for carding support for the new carding cycle, the NSO must:

- Advise the athlete in writing that they have not been re-nominated. The reason(s) for the decision must be included in the notice;
- Advise the athlete who is not being re-nominated about opportunities that are available, such as National Team program activities (camps, competitions, etc.) or AAP retirement support;
- Ensure that all athletes who are not nominated or re-nominated have access to an appeal process culminating with the right for the athlete to refer the issue to the Sport Dispute Resolution Centre of Canada (SDRCC);
- Notify Sport Canada, following the completion of the NSO appeal procedure, of the outcome of any appeal and make its recommendation to Sport Canada.

Following the annual AAP Review Meeting, Sport Canada will inform, in writing, those athletes who have not been re-carded.

## 6.3 Replacement carding

“Replacement” carding to fill vacant positions caused by retirement, departure from a National Team program, or de-carding during the carding cycle may be provided during the course of the carding year should there be a minimum of four months of carding support remaining in the NSO card quota allocation. The “replacement” athlete must have met the carding criteria and be ranked by the NSO as the next athlete to receive AAP support in the annual AAP review process.

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## 6.4 NSO Application Package and Review Meeting

It is the NSO's responsibility to prepare an application package and to submit this package to Sport Canada. To ensure that funding to carded athletes is not interrupted, the review meeting should be scheduled at least three weeks before the end of the NSO's carding cycle.

NSOs must send a copy of the entire application package to Sport Canada *no later than five working days* before the annual AAP Review Meeting. NSOs are encouraged to provide their application package to Sport Canada electronically.

### 6.4.1 Application Package for Individual Sports

The application package for individual sports must contain the following:

- Covering letter;
- List of Eligible Athletes being nominated for carding by carding level;
- Athlete rationale forms for each athlete recommended for carding (see [Appendix A](#));
- Names of athletes who were carded in the previous year and are not being re-nominated for carding by the NSO;
- Outline of the National Team's competition and training program;
- Annual individual training and competition plan from at least one senior and one development carded athlete. These documents must contain the detailed training activities for one micro-cycle in the pre-competition phase;
- Recommendations for changes to carding criteria;
- Recommendations for changes in carding-cycle dates (if applicable);
- Athlete/NSO Agreement;

### 6.4.2 Application Package for Team Sports

The application package for team sports must contain the following:

- Covering letter;
- List of Eligible Athletes being nominated for carding by carding level and the number of months for each athlete;
- Summary of the team's results;
- National Team depth chart, overall and by position, including the working documents or data used to develop the depth chart;
- Athlete rationale forms for each athlete recommended for carding (see [Appendix B](#));
- Names of athletes who were carded in the previous year and are not being re-nominated for carding by the NSO;
- Outline of the National Team's competition and training program, including the number of days for each activity in the program;
- Annual individual training and competition plan from at least one senior and one development carded athlete. These documents must contain the detailed training activities for one micro-cycle in the pre-competition phase;
- Recommendations for changes to carding criteria;
- Recommendations for changes in carding-cycle dates (if applicable);
- Athlete/NSO Agreement;

### 6.4.3 Details of Application Package

#### Covering Letter

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- Prepared by the NSO contact responsible for managing the NSO's carding criteria and process.
  - Indicates any changes from previous submissions (changes in carding criteria, requests for changes in carding-cycle dates, etc.).
  - Outlines any AAP issues that could be contentious in the upcoming year.

#### **Summary of Athletes' Results – Team Sports**

- Includes results of all Canadian athletes at World Championships (Senior, Junior, or Espoir) and major games whether or not the athletes are members of the National Team or nominees for carding.
- May include results of other major international events.

#### **Rationale Form for Each Athlete Nominated**

- See samples in Appendices [A](#) and [B](#).

#### **National Team Depth Chart - Team Sports**

- Provides a depth chart of the National Team by position that includes all athletes selected to the National Team and nominated for carding.
- Includes the data used to select the athletes and a ranking summary.

#### **List of Athletes Not Being Re-nominated for Carding**

- Lists all athletes who were carded in the previous year and are not being re-nominated for carding, as well as the reason(s) for these decisions (failure to meet the published NSO-approved, AAP-compliant carding criteria, retirement, etc...).

#### **Outline of the National Team's Competitive and Training Program**

- Includes a detailed outline of the National Team's competition and training program for the next year for each group.

#### **Individual Athlete Plans**

- Includes the annual individual training and competition plan from at least one Senior and one Development carded athlete. These documents must contain the detailed training activities for one micro-cycle in the pre-competition phase.
- Specifies how each athlete's training and competition program will be monitored.

#### **Changes to Carding Criteria**

- Includes all changes to carding criteria for the next carding cycle, along with the rationale for these changes.

#### **Recommendations for Changes in Carding-Cycle Dates – if applicable**

- Includes all recommendations for changes in the dates of the next carding cycle, along with the rationale for these changes.

#### **Athlete/NSO Agreement**

- Includes the current Athlete/NSO Agreement, including any changes in the Agreement as approved by the appropriate NSO committee and endorsed by the athletes' designated representative.

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## Section 7 Athlete/NSO Agreement

All athletes approved for Athlete Assistance Program (AAP) funding and their National Sport Organization (NSO) must sign an Athlete/NSO Agreement each carding cycle. This section describes the policies and procedures associated with this agreement.

### 7.1 Policy

The purpose of the Athlete/NSO agreement is to set out in writing, the rights, responsibilities and obligations of the athlete and the NSO.

The Agreement must clearly specify the following:

- Benefits available to the carded athlete through their NSO;
- The NSO's obligations;
- The athlete's obligations, including a commitment to follow an agreed-upon training and competitive program;
- Any other commitments to the NSO that the carded athlete is required to make (for instance; time, promotional activities or financial commitments);
- The Agreement's duration (not to exceed one carding cycle);
- Specific Sport Canada and Federal Government policies that NSOs and carded athlete must comply with, including the following:
  - The Canadian Anti-Doping Policy;
  - Completion of the AAP anti-doping education module(s) as requested and available on the Canadian Centre for Ethics in Sport web site;
  - The AAP policies and procedures (this document); and
  - The Federal government sport policy regarding competitions where participation is not permitted;
  - The Federal Government Official Languages Act.
- The hearing and appeal procedure that will be used in any dispute between the carded athlete and the NSO. This procedure must conform to natural justice and procedural fairness principles and include access to the Sport Dispute Resolution Centre of Canada (SDRCC);
- Details, if applicable, of the carded athlete's trust fund;
- The lead time for the publication of the NSO-approved, AAP-compliant carding criteria (i.e., how far ahead of the next carding cycle the selection criteria will be published);
- Respect and compliance with the Canadian Anti-Doping Program of the Canadian Centre for Ethics in Sport.

Where an athlete and the NSO cannot agree to the terms of their Athlete/NSO Agreement, an athlete's carding will not be withheld if the athlete agrees to all the terms required by Sport Canada. The athlete and the NSO may avail themselves of the mediation services of the SDRCC.

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The Athlete/NSO Agreement is not considered signed if any sections have been unilaterally deleted or altered in any way. Athletes for whom Sport Canada has not received confirmation of signing from the NSO may have their AAP payments withheld until the NSO confirms in writing that the agreement has been signed. The decision to withhold the AAP payments of athletes who have not signed their Athlete/NSO agreement will be made in consultation with the NSO, and the NSO will inform Sport Canada of the reasons why the agreement has not been signed.

All clauses in the Athlete/NSO Agreement must clearly define the athlete's expected conduct.

The Agreement must be in plain, understandable language. Basic rights such as freedom of speech and confidentiality of medical records must be respected.

## **IMPORTANT NOTICE TO ATHLETES AND NATIONAL SPORT ORGANIZATIONS**

Between 2015 and 2017, with financial support from Sport Canada, AthletesCAN facilitated a process where athlete and NSO leaders, together with marketing and legal experts (Athlete Agreement Working Group) created an Athlete/NSO Agreement Template upon which to build a fair and reasonable high-performance relationship. The model Athlete/NSO Agreement (Appendix [C](#)) is meant for use by athletes and NSOs as they come to a mutually beneficial, reciprocal agreement to foster the performance relationship.

The process also yielded a model Athlete/NSO Commercial Agreement designed to further develop the high-performance relationship and support both parties in their marketing and athletic objectives. Access to international events or the AAP or "carding" should not be suspended solely over a failure or delay in the NSO and Athlete coming to an agreement over mutual commercial obligations.

Separating the athlete / NSO commercial aspects from the performance relationships and including in separate agreements is strongly recommended by the AthletesCAN group of experts, athletes and NSO leaders as a foundation of a respectful, high-performance partnership.

Before signing the Athlete/NSO Agreement, carefully review it to ensure that all terms and conditions agreed upon have been incorporated, and that it is fully understood. To assist in this process, the model agreement is provided with annotations. Please raise any questions or concerns with the designated NSO Contact. For further support, please contact AthletesCAN.

Sport Canada requires that Carded Athletes and their NSO consign their commercial interests in a document separate from the Athlete/NSO Agreement required by AAP Policies. As a best practice, Sport Canada would invite non-carded athletes to do the same.

## **7.2 Procedures**

An Athlete/NSO agreement must be approved by the NSO and the athletes' representative.

The model agreement may be modified as required to accommodate specific situations. For example, individual athletes may need to modify or negotiate specific clauses to fit their situation.

To facilitate the development of fair and comprehensive Athlete/NSO Agreements, Sport Canada has developed the Model agreement which also includes specific clauses required by Sport Canada (see Appendix [C](#)). It should be noted that this model agreement goes beyond the Sport Canada requirements for the specific purposes of carding. Some items in the model agreement are not applicable to all sports, and some items important to specific sports may be missing.

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## Section 8 Financial Benefits

This section sets out the policies and procedures associated with Athlete Assistance Program (AAP) financial benefits.

### 8.1 Policy

Under the AAP, Eligible Athletes have access to the following benefits:

- Living and training allowance
- Tuition and deferred tuition support
- Supplementary AAP support

Eligible Athletes approved for carding by Sport Canada will have their AAP payments deposited directly into their Canadian bank account. Direct deposit instructions are included in the AAP application form.

### 8.2 Living and Training Allowance

Eligible Athletes approved for carding by Sport Canada will receive a monthly living and training allowance according to carding status. This allowance is usually paid in advance every two months.

Carding Status	Monthly Allowance
Senior Card (SR1, SR2, SR)	\$1,765
Senior Card Injury/Illness (SRI)	\$1,765
First Year Senior Card (C1)	\$1,060
Development Card (D)	\$1,060

### 8.3 Tuition Support

#### General Tuition Policies

Tuition support is intended to help carded athletes who meet high-performance training and competitive requirements obtain a post-secondary level education.

The maximum amount payable is \$5,500 per carding cycle up to a lifetime maximum

Note: The lifetime maximum was \$25,000, but starting in 2017, this amount was increased by \$500, and will continue to increase by \$500 each year until the lifetime maximum reaches \$27,500.

Tuition support comes in two forms:

1. **Tuition** for carded athletes.
2. **Deferred tuition support** for athletes who are no longer carded.

Tuition support is available for courses at Canadian Universities or Colleges that are publicly-supported. Other Canadian educational institutions may be considered for tuition support on a case-by-case basis and **must be pre-approved by the AAP Manager**.

Full-time or part-time degree, diploma, or certificate programs at eligible schools qualify for tuition support. Degree programs may be undergraduate, graduate, post-graduate or professional.

National Coaching Certification Program (NCCP) courses taken at a National Coaching Institute

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(NCI) or through another avenue qualify for tuition support. These courses may be taken on a full-time or part-time basis.

Courses that are recognized for credits toward apprenticeships in trades or professions and correspondence/on-line courses leading to a degree, diploma, or certificate, as determined by the AAP, may also qualify for tuition support.

AAP will cover a carded athlete's tuition fees up to a maximum of \$5,500 per carding cycle, for courses/semesters that either start or end within their carding cycle.

Under the deferred tuition policies, the AAP will cover tuition fees of athletes who are no longer carded up to a maximum of \$5,500 per fiscal year, for courses/semesters that either started, ended or were paid within the fiscal year (between April 1 and March 31)

The following ancillary fees are not supported by the AAP:

- Medical, health and dental plan
- Bus passes
- Parking
- Interest charges
- Late fees
- Taxes (GST, for example)
- Textbooks, materials, (e.g., computers)
- Donations
- Any other optional fees.

Athletes must claim tuition fees in the year they are attending school or within one year from the date of payment or completion of the course.

Athletes eligible for Tuition Support who are awarded financial support from a Canadian post-secondary institution remain eligible for Tuition Support if the award does not offset full tuition fees.

### **Schools Outside of Canada**

Carded athletes who are attending a post-secondary institution outside of Canada, including on-line courses, **are not eligible** for Tuition Support or to defer tuition credits during that carding cycle. In addition, tuition will not be paid to schools outside Canada.

### **Payment Procedures**

#### **Payment Procedures for Canadian Publicly Supported Educational Institutions**

Carded athletes who are attending a Canadian, publicly-supported educational institution may request a tuition voucher from the AAP. A tuition voucher will not be provided to a carded athlete attending a private educational institution.

The following procedures apply:

- Carded athletes request a tuition voucher from the AAP;
- The AAP may approve the tuition support based on AAP policies and procedures;
- The AAP completes the first part of the tuition voucher and then provides the tuition voucher to the eligible carded athlete;
- The carded athlete completes the second part of the tuition voucher and submits it to the eligible educational institution;
- The educational institution completes the tuition voucher and lists the courses being taken or attaches an official school registration form with a list of courses being taken;

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- The educational institution sends an invoice along with a copy of the completed tuition voucher and a breakdown of incidental costs to the AAP.
  - In order for the AAP to pay tuition support directly to the school, the school must have completed the application process for direct deposit of payments into the appropriate school bank account.

If it is not possible for AAP to pay Tuition Support directly to the carded athlete's educational institution, the carded athlete will be reimbursed directly. To be reimbursed, the carded athlete must send an official receipt of payment to the AAP. This may be an invoice stamped by the institution indicating payments made or a written receipt of payment on official educational institution letterhead. The receipt must include a breakdown of the fees paid.

Upon completion of the course/program, the carded athlete must provide proof of course completion (e.g., Official student transcript or official letter from the Canadian institution).

**NOTE:** Acquiring official transcripts is at the athlete's expense.

Upon receipt of proof of course completion, the AAP reimburses the carded athlete directly for the approved tuition request up to the maximum of \$5,500 per carding cycle.

## **Deferred Tuition Eligibility and Payment Procedures**

### **Eligibility**

Deferred tuition is available to assist athletes who were unable to pursue full-time post-secondary education while carded because of their involvement in high-performance sport.

Athletes must be eligible to attend a post-secondary educational institution during the year they are carded in order to accumulate deferred tuition.

Athletes who are attending post-secondary institutions outside of Canada are not eligible to accumulate deferred tuition during any carding cycle that they are attending school outside of Canada.

Athletes may defer a maximum of \$5,500 per carding cycle when carded, for a maximum of five carding cycles.

Note: The lifetime maximum was \$25,000, but starting in 2017, this amount was increased by \$500, and will continue to increase by \$500 each year until the lifetime maximum reaches \$27,500.

Athletes have five years from their last date of carding to use any accumulated deferred tuition.

### **Payment Procedures**

The AAP reimburses the athlete directly; it does not make deferred tuition payments to the Canadian educational institutions.

The following procedures apply:

- The athlete must contact the AAP in order to determine his/her eligibility;
- The AAP reviews the athlete's file and approves deferred tuition for which the athlete is eligible based on AAP policies and procedures;
- The AAP informs the athlete of the amount of deferred tuition available and the eligibility of the school;
- The athlete must submit a completed deferred tuition form (available from the AAP);



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- The athlete must submit an official receipt of payment to the AAP. This may take the form of an invoice stamped by the institution indicating payments made or a written receipt of payment on official institution letterhead. The receipt must include a breakdown of the fees paid;
  - Upon completion of the course/program the athlete must provide proof of course completion (e.g.: official student transcript or official letter from the Canadian institution).
  - Note: Acquiring official transcripts is at the athlete's expense;
  - Upon receipt of proof of course completion, the AAP reimburses the athlete directly for the approved deferred tuition request up to the maximum of \$5,500 per fiscal year (April 1 – March 31). **Note:** Athletes must claim tuition fees in the year they are attending school or within a period of one year from the date of payment or completion of the course.

## 8.4 Supplementary AAP Support

### Policy

Supplementary AAP Support is available to carded athletes in the following situations:

- Excellence Living and Training Allowance
- Child Dependent Allowance
- Training and Competition Allowance for Paralympic athletes with high support needs
- Relocation Assistance
- Child Care Assistance
- Retirement Assistance

Supplementary AAP Support requests for relocation, child care and retirement assistance must be reviewed by the NSO for accuracy and completeness.

Supplementary AAP Support is limited to a maximum of \$13,000 per carding cycle.

Supplementary AAP Support requests must be for the current carding year with the exception of Retirement Assistance, which must be requested within one year of the first day of their retirement.

### Excellence Living and Training Allowance

Athletes achieving a top 3 placing (medal must be awarded) at the most recent Olympic/Paralympic Games or World Championships in events on the program of the upcoming Olympic/Paralympic Games may be eligible for additional Living and Training Allowance. Only one medal result per Olympic/Paralympic Games or World Championship will be considered.

- The allowance will be paid a maximum of two successive carding cycles starting with the carding cycle immediately following the medal result at Olympic/Paralympics or World Championships; however, the carded athlete must apply and be approved for each carding cycle. The allowance will be paid only in the months during which the carded athlete is receiving a Living and Training Allowance;
- Eligible Carded athletes requesting the Excellence Living and Training Allowance will undergo an assessment of their yearly income. Total income will be calculated using the total income appearing on the Canada Revenue Agency's Notice of Assessment for the most recent taxation year plus AAP Living and Training Allowance support in the carding cycle for which the carded athlete is applying for supplementary AAP support.

- A maximum Excellence Living and Training allowance of \$500 per month (normally \$6,000 per carding cycle) is available for eligible carded athletes whose income from all sources is less than \$55,000 per year. A lesser amount is available to carded athletes with income from all sources of \$55,000 to \$59,999 per year.

Total income	Eligible Allowance amount
➤ \$60,000+	\$0
➤ \$59,000 to \$59,999	\$1,000
➤ \$58,000 to \$58,999	\$2,000
➤ \$57,000 to \$57,999	\$3,000
➤ \$56,000 to \$56,999	\$4,000
➤ \$55,000 to \$55,999	\$5,000
➤ Lower than \$55,000	\$6,000

- The Excellence Living and Training Allowance will be paid only in the months during which the carded athlete is receiving a Living and Training Allowance. Carded athletes in a NCAA program should verify with their institution if they can receive this additional support under NCAA rules;
- Carded athletes applying for the Excellence Living and Training Allowance must provide:
  - A copy of the Canada Revenue Agency’s Notice of Assessment for the most recent taxation year;
  - A completed Supplementary AAP Support application form, available through the AAP.

### **Child Dependent Allowance**

Assistance is available to carded athletes in Olympic/Paralympic sports in supporting their “child dependents”. To be eligible to apply for the Child Dependent Allowance, carded athletes must:

- Be supporting a child or child dependent(s) under the age of 18 during the carding cycle in which the carded athlete is receiving the benefits;
- Undergo an assessment of their yearly income. Total income will be calculated using the total income appearing on the Revenue Canada Notice of Assessment for the most recent taxation year plus AAP Living and Training Allowance support in the carding cycle for which the athlete is applying for Supplementary AAP Support.
- A maximum Child Dependent Allowance of \$500 per month (normally \$6,000 per carding cycle) is available for eligible carded athletes whose income from all sources is less than \$65,000 per year. A lesser amount is available for eligible carded athletes with income from all sources of \$65,000 to \$69,999 per year

Total income:	Eligible Allowance amount
➤ \$70,000+	\$0
➤ \$69,000 to \$69,999	\$1,000
➤ \$68,000 to \$68,999	\$2,000
➤ \$67,000 to \$67,999	\$3,000
➤ \$66,000 to \$66,999	\$4,000
➤ \$65,000 to \$65,999	\$5,000
➤ Lower than \$65,000	\$6,000

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- This allowance will be paid only in the months during which the carded athlete is receiving a Living and Training Allowance. Carded athletes in a NCAA program should verify with their institution if they can receive this additional support under NCAA rules.
  - Carded athletes applying for the Child Dependent Allowance must provide;
    - A copy of the Canada Revenue Agency’s Notice of Assessment for the most recent taxation year;
    - A completed Supplementary AAP Support application form, available through the AAP.

### **Training and Competition Allowance for Paralympic Athletes with High Support Needs**

Carded Paralympic athletes with high support needs, as defined by the International Paralympic Committee (IPC), competing in the classification groups identified below, who meet the below criteria may apply for Supplementary AAP Support:

- The carded Paralympic athlete has an international “Review” (R) or “Confirmed” (C) sport class status in one of the following IPC classifications. In these classes, the carded Paralympic athlete clearly requires one-on-one support to train and compete:
  - Alpine: B1, LW10
  - Archery: W1
  - Athletics: F11, T11, T 20, F20, T32, T33, F33, T51, T52, F51, F52, F53
  - Boccia: BC1, BC2, BC3 & BC4
  - Cross-Country Ski: B1, LW10
  - Cycling: B1, H1
  - Equestrian: Grade 1A, Grade 3 with Profile 36
  - Goalball: B1
  - Judo: B1
  - Rowing: B1
  - Rugby Para: .5, 1.0, 1.5, 2.0, 2.5, 3.0, 3.5
  - Soccer: (Football 5-a-side): B1
  - Sailing: Three person format B1, Two Person TP B, B1
  - Shooting: SH2B, SH2C
  - Swimming: S1, SB1, S2, SB2, S3, SB3, S11, SB11, SM1, SM2, SM3, SM11, S14, SB14
  - Table Tennis: TT1, TT2, TT11
  - Triathlon: PT5-B1
  - Tennis: Quad
- The carded Paralympic athlete’s classification must be confirmed at the start of the carding cycle in order to qualify for full support. Paralympic athletes whose classification is confirmed during the carding cycle may apply for reduced support.
- Carded Paralympic athletes with “guides” who are carded are not eligible for this Training and Competition Allowance.
- Carded Paralympic athletes requesting the Training and Competition Allowance for Paralympic athletes with high support needs will undergo an assessment of their yearly

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income. Total income will be calculated using the total income appearing on the Canada Revenue Agency's Notice of Assessment for the most recent taxation year plus AAP support for the year in question.

- A maximum Training and Competition Allowance for athletes with a disability of \$500 per month (normally \$6,000 per carding cycle), is available for carded Paralympic athletes whose income from all sources is less than \$65,000 per year. A lesser amount is available for carded Paralympic athletes with income from all sources of \$65,000 to \$69,999 per year.

Total income:	Eligible Allowance amount
➤ \$70,000+	\$0
➤ \$69,000 to \$69,999	\$1,000
➤ \$68,000 to \$68,999	\$2,000
➤ \$67,000 to \$67,999	\$3,000
➤ \$66,000 to \$66,999	\$4,000
➤ \$65,000 to \$65,999	\$5,000
➤ Lower than \$65,000	\$6,000

- This allowance will be paid only in the months during which the carded Paralympic athlete is receiving a Living and Training Allowance. Carded Paralympic athletes in a NCAA program should verify with their institution if they can receive this additional support under NCAA rules.
- Carded Paralympic athletes applying for the Training and Competition Allowance for athletes with a disability must provide:
  - a copy of the Canada Revenue Agency's Notice of Assessment for the most recent taxation year;
  - confirmation from the NSO of their permanent classification at the international level; and
  - a completed Supplementary AAP Support application form available through the AAP.

**Note: The NSO must advise the AAP of any change of athlete classification.**

### **Relocation Assistance**

When carded athletes move permanently to an NSO-designated National Team Training Centre to pursue their high-performance athletic career, the AAP may assist in offsetting some of the relocation costs. The AAP will support only two moves during a carded athlete's career, either from home to the training centre or from the training centre to the carded athlete's home, under the following conditions:

- The move must be confirmed by the NSO and must not be covered by support recommended by Own the Podium;
- Relocation Assistance is limited to one-half of actual transportation costs associated with relocation to a maximum of \$500 per move;
- The following expenses may be considered for reimbursement: transportation (flight, train, bus, car/truck rental, ferry), gas, food (meal(s) during travel time) and hotel room;
- Carded athletes applying for Relocation Assistance must provide original receipts for expenses associated with the relocation.

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## **Child Care Assistance**

Carded athletes in non-Olympic and non-Paralympic sports who require the services of a child care provider in order to attend approved training or competitions may apply for Child Care Assistance up to a maximum of \$1,000 per carding cycle under the following conditions:

- The NSO certifies that the carded athlete must be absent from home to attend approved training or competition;
- No member of the family or other ongoing daycare service (including nannies) is available to provide child care;
- Provide the original receipt for the child care services;

## **Retirement Assistance**

Athletes who have been carded for a minimum of three years at a Senior Card level (C1, SR, SR1, SR2 and SRI) may apply for a one-time maximum Retirement Assistance of \$5,000 to assist in their transition to retirement, within one year of the first day of their retirement. The three year minimum may be waived for carded athletes in a NSO-approved coach training program leading to certification.

Carded athletes applying for Retirement Assistance must provide:

- A letter outlining why they are in need of the transition to retirement support and include;
- A letter from their NSO confirming their retirement from National Team activities;
- A statement of their current income and expenses, as well as a forecast for the following year. These expenses must include rent, food and transportation expenses;
- The statement of income and expenses must be reviewed by the NSO as part of the request for supplementary AAP support;
- A copy of the Canada Revenue Agency's Notice of Assessment for the most recent taxation year.

## **Payment Procedures for Child Care, Relocation Assistance, and Retirement Assistance Supplementary AAP support**

The following procedures apply:

- Carded athletes send their Supplementary AAP Support request with required documentation to their NSO;
- The NSO reviews the request for completeness and accuracy and forwards it with the documentation to the AAP for approval;
- The AAP Manager reviews the request for assistance. All incomplete applications will be returned to the athlete;
- If approved, the AAP funds the athlete directly.

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## Section 9 Illness, Injury or Pregnancy

This section describes Athlete Assistance Program (AAP) policy and procedures for dealing with a carded athlete's illness, injury or pregnancy.

### 9.1 Policy

Each National Sport Organization (NSO) should have policy for handling illness, injury or pregnancy.

#### 9.1.1 Short-term Curtailment of Training and Competition for Health-Related Reasons

Health-related circumstances that limit a carded athlete's training and competition for four months or fewer are a matter strictly between the NSO and the athlete and do not fall under AAP policy. Carded athletes so affected will continue to receive AAP financial support.

#### 9.1.2 Long-term Curtailment of Training and Competition for Health-related Reasons

Carded athletes who are unable to maintain full training and competition commitments for longer than four months because of injury, illness or pregnancy will continue to receive 100 percent of the AAP financial support to which they would otherwise be entitled, provided the following conditions are met:

- The carded athlete undertakes in writing, to train or rehabilitate, or both, under the supervision of the NSO, or its designate, for the period of time for which the athlete is unable to fulfil the training and competition commitments included in the Athlete/NSO Agreement, and at a level that minimizes risk to the athlete's personal health and ensures optimal return to full training and competition at the earliest possible date;
- The carded athlete signifies in writing, their intention to return to full high-performance training and competition at the earliest date possible following the illness, injury or pregnancy;
- An injured or ill carded athlete provides a positive prognosis from a NSO team physician or equivalent for their return to training and competition at the carded-athlete level in their sport within 8 to 12 months.

#### 9.1.3 Failure to Meet Renewal Criteria for Health-related Reasons

A carded athlete who, at the end of the carding cycle has not achieved the standard required for the renewal of carding status because of strictly health related reasons, may be considered for re-nomination for the upcoming year provided the following conditions are met:

- The NSO's carding criteria includes a method to rank and nominate athletes who are injured, ill or pregnant;
- The carded athlete has fulfilled all reasonable training and rehabilitation requirements aimed at a speedy return to full high-performance training and competition during the period of their injury, illness or pregnancy, or is continuing a rehabilitation program approved by the NSO;
- In the view of the NSO, the carded athlete's failure to attain the applicable carding standards is strictly related to the injury, illness or pregnancy;

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- The NSO, based on its technical judgement and that of a NSO team physician or equivalent, indicates in writing the expectation that the carded athlete will achieve at least the minimum standards required for carding during the upcoming carding period;
  - The carded athlete has demonstrated and continues to demonstrate their long-term commitment to high-performance training and competition goals, as well as their intention to pursue full high-performance training and competition throughout the carding period for which they wish to be renewed despite not having met the carding criteria;
  - The NSO must provide evidence that the above requirements are being met in order to nominate athletes for carding based on the above provisions.

#### **9.1.4 Voluntary Withdrawal from Carded-Athlete Training and Competition for Health-related Reasons**

If a carded athlete wishes, for reasons related to injury, illness or pregnancy, to voluntarily withdraw temporarily or permanently from normal training and competition requirements, the procedures for [voluntary withdrawal](#) from the AAP apply (see [Section 10](#)). The athlete will no longer be eligible for monthly Living and Training Allowance but will be eligible, if qualified, for deferred tuition and/or Supplementary AAP Retirement Allowance.

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## Section 10 Voluntary Withdrawal from the AAP or Declining AAP Support

This section describes the policy and procedures associated with voluntary withdrawal from the Athlete Assistance Program (AAP) or declining AAP support.

### 10.1 Policy

#### 10.1.1 Voluntary Withdrawal from the AAP

Athletes may withdraw voluntarily from the AAP. This may involve retiring permanently, or temporarily relinquishing the commitments of carding.

Those wishing to withdraw voluntarily should express their wish to do so to their National Sport Organization (NSO).

Should a NSO fail to notify Sport Canada in a timely manner of a carded athlete's voluntary withdrawal and should this result in overpayment of AAP funds to that athlete, the NSO must facilitate the return of the overpaid funds to Sport Canada.

Carded athletes who retire permanently in mid-carding cycle will be entitled to two months of L/T allowance past the date of retirement within the carding cycle for transitional support\* to help them adjust to their post-athletic situation. This does not preclude the athlete from applying for or receiving Supplementary AAP Retirement Allowance, Deferred Tuition or Relocation Assistance. (see Sub-[Section 8.1](#)).

\*Such transitional support does not increase the total number of months of carding previously approved by the AAP, but allows athletes who retire mid-carding cycle to receive two of the remaining months left in their specific carding allocation if any remain at the time of retirement.

#### 10.1.2. Declining AAP Support

If approved for carding, Eligible Athletes, may decline AAP support. If an athlete declines AAP financial support, the AAP support will go to the next ranked athlete that meets the published NSO-approved, AAP-compliant carding criteria.

Declining AAP support means that the athlete receives no Living and Training Allowance, Tuition or Supplementary AAP Support, but continues to be eligible to receive services from Canadian Sport Centres/Institutes.

Declining AAP support for one year does not preclude the athlete from future funding, and the athlete retains the recognition as a "carded" athlete based on the level at which they qualify.

### 10.2 Procedures

#### 10.2.1 Voluntary Withdrawal from the AAP

When a NSO becomes aware or is informed that a carded athlete wishes to voluntarily withdraw from the AAP, it must advise the AAP **in writing** of the effective date of withdrawal.



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Before Sport Canada withdraws a carded athlete's AAP support because of that athlete's decision to voluntarily withdraw from the AAP:

- The NSO shall provide written confirmation to the AAP that the athlete concerned has voluntarily withdrawn from the AAP;
- The AAP Manager will notify the athlete that AAP support is being withdrawn following written notice from the NSO that the athlete has voluntarily withdrawn from the AAP. This letter includes any conditions that may apply, as well as information about future support available, such as Deferred Tuition;
- The athlete has 30 days from receipt of the letter to make representations to the NSO regarding why his or her carded status should not be withdrawn.

After this 30 day period is over and due consideration has been given to any representations made by or on behalf of the athlete, Sport Canada may withdraw the athlete's carded status or continue AAP support if it is determined that the athlete has not voluntarily withdrawn from the AAP.

Any allowances previously paid to the athlete beyond the two month period of transitional support must be refunded by the athlete to the Receiver General for Canada. It is the responsibility of the NSO to facilitate the return of these funds to Sport Canada.

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## Section 11 Withdrawal of Carded Status

This section describes the policy and procedures associated with withdrawal of carded status.

### 11.1 Policy

Carded Athletes may have their carded status withdrawn under the following conditions:

- Failure to meet training or competition commitments;
- Violation of the Athlete/NSO agreement;
- Failure to meet athlete responsibilities outlined in the AAP policies and procedures;
- Gross breach of discipline;
- Investigation for cause; and
- Violations of anti-doping rules.

In most cases, the NSO makes the recommendation that carded status be withdrawn; however, Sport Canada may also withdraw carded status without a recommendation from the NSO. These situations are noted in the following sections.

Policies on anti-doping and AAP funding are outlined in [Section 12](#).

### 11.2 Procedure

#### 11.2.1 Failure to Meet Training or Competition Commitments

Failure to meet agreed upon training or competition commitments may include:

- A decision by the carded athlete to live in an environment not conducive to high-performance achievement;
- Any deliberate action by the carded athlete that significantly risks or limits performance; or
- An inability to meet the training and competition obligations outlined in the carded athlete's annual training/competition plan or the Athlete/NSO Agreement for the particular carding cycle.

**Note:** Failure to achieve preset performance objectives does not in itself establish failure to meet agreed upon training or competition commitments.

**If a NSO wishes to recommend withdrawal of carded status** for an alleged failure to meet agreed upon training and competitive commitments, the NSO must first:

- Provide a verbal warning to the athlete, including the steps and timelines to remedy the situation and the consequences of a failure to heed the warning;
- Follow-up with a written warning to the athlete if the verbal warning is not heeded.

If the above steps are not successful in resolving the matter and the NSO still wishes to recommend withdrawal of carded status, the NSO must provide written notification to the AAP, with a copy to the athlete, recommending withdrawal of the athlete's carded status. This written notification must:

- Indicate the grounds on which the recommendation for withdrawal of carded status is being made;
- Indicate the steps already taken to address the issue (verbal warning followed by formal letter of warning);
- Notify the athlete of his or her right to contest the NSO's recommendation to withdraw carded status through the NSO's internal appeal process within the prescribed time.

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Following receipt of a written notification from a NSO recommending withdrawal of an athlete's carded status, the AAP will:

- Advise the athlete of the recommendation from the NSO;
- Enclose a copy of the recommendation in the letter to the athlete;
- Advise the athlete to contact the NSO if the athlete wishes to appeal the NSO's recommendation for the withdrawal of his or her carded status.

Once the period for initiating an appeal has expired and the athlete has not filed an appeal, the NSO must advise the AAP of the following in writing, with a copy to the athlete:

- The athlete has not appealed the recommendation to withdraw their carded status;
- Sport Canada may make a decision on the NSO's recommendation to withdraw the athlete's carded status.

**Pending the resolution of an appeal**, Sport Canada will continue to provide the athlete with AAP Living and Training Allowances for two months after the NSO's initial notification recommending withdrawal of the athlete's carded status.

If an appeal process continues for more than two months, the athlete may request that Sport Canada continue AAP support on a monthly basis until the appeal is resolved. Sport Canada will consider representations from the athlete to continue AAP support pending resolution of the appeal, based on the fact that:

- Withdrawal of support could cause financial hardship that would prevent the athlete from training; or
- There have been significant delays in the appeal process that were not caused by the athlete; or
- Any other matter that Sport Canada deems relevant to its determination.

Sport Canada may approve continued AAP funding subject to conditions.

The NSO must notify the AAP of the outcome of the appeal process and make a recommendation to Sport Canada that conforms to the final appeal decision. Sport Canada will then decide whether to accept or reject a NSO recommendation to withdraw carded status.

When Sport Canada considers the recommendation made by the NSO, it may:

- Accept its recommendation and withdraw carded status from the athlete for the remainder of the carding cycle. The effective date of withdrawal of carded status will be two months following the date of the original letter from the NSO recommending withdrawal of the athlete's carded status;
- Reject its recommendation altogether;
- Dismiss the recommendation but impose some lesser penalty; or
- Make additional recommendations to either party if it believes some useful purpose might be served by doing so.

If Sport Canada decides to withdraw the athlete's carded status, the AAP must notify the athlete of the decision and the reasons behind the decision.

**If Sport Canada wishes to withdraw** an athlete's carded status for allegedly failing to meet training or competition requirements without the NSO's recommendation, the steps listed below under [Investigations for Cause](#) will apply.

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### **11.2.2 Violation of the Athlete/NSO Agreement**

If an athlete allegedly violates any of the obligations specified in his or her Athlete/NSO Agreement, the NSO may recommend withdrawal of carded status. In such cases, the steps listed in [Failure to Meet Training or Competitive Commitments](#) will apply.

### **11.2.3 The Athlete's Failure to Meet Responsibilities Outlined in AAP Policies**

If Sport Canada wishes to withdraw an athlete's carded status because it has reason to believe the athlete has failed to meet responsibilities outlined in AAP policies, the steps listed in [Investigation for Cause](#) will apply.

### **11.2.4 Gross Breach of Discipline**

If the NSO wishes to recommend withdrawal of an athlete's carded status for an alleged gross breach of discipline, the steps listed in [Failure to Meet Training or Competitive Commitments](#) will apply.

If Sport Canada wishes to withdraw an athlete's carded status, without the NSO's recommendation, because it has reason to believe the athlete has committed a gross breach of discipline, the steps listed in [Investigation for Cause](#) will apply.

### **11.2.5 Investigation for Cause**

Investigation for cause may include, but is not limited to, making a false application to obtain AAP benefits for which the carded athlete would not otherwise have been eligible (for example, the AAP Living and Training Allowance, Tuition Support, or Supplementary AAP Support).

The following occurs in situations where Sport Canada wishes to pursue an investigation for cause:

- The AAP Manager asks the NSO to undertake an investigation with appropriate due process regarding the specific allegations against the athlete. A copy of this letter is also sent to the athlete;
- Sport Canada will continue to provide the athlete with AAP allowances for two months after the AAP Manager's letter requesting an investigation is sent to the NSO. Following this two-month period, AAP financial benefits may be withheld pending resolution of the matter;
- Following this two month period, Sport Canada will consider representations from the athlete to continue AAP support on a monthly basis until the matter is resolved, including the following:
  - withdrawal of support could cause financial hardship that would prevent an athlete from training;
  - there have been significant delays in the investigation not caused by the athlete; or
  - any other matter that Sport Canada deems relevant to its determination.

Sport Canada may approve continued support subject to conditions.

Following receipt of the NSO's report of its investigation, Sport Canada may:

- withdraw the athlete's carded status effective from the beginning of the carding cycle;
- withdraw the athlete's carded status for the remainder of the carding cycle only; or
- reinstate AAP support if it is determined that the allegations against the athlete are groundless and if support was withheld pending the investigation or appeal.

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If Sport Canada decides to withdraw carded status, the AAP Manager will notify the athlete of the allegations against them. The AAP Manager will also notify the athlete that they may make representations to Sport Canada stating the reasons why Sport Canada should not withdraw carded status. The athlete will also be advised that where there are valid reasons, a Sport Canada decision to withdraw carded status may be appealed by following the appeal procedures in [Section 13](#).

Sport Canada reserves the right to impose penalties for a false application above and beyond the immediate withdrawal of carded status. For example, Sport Canada may declare the athlete ineligible for AAP benefits for one full year from the time of the finding of a false application.

Athletes who have their carded status withdrawn because of a false application must refund any AAP benefits received. Furthermore, since NSOs endorse all AAP applications, NSOs are responsible for facilitating the refunding of AAP benefits by athletes in these circumstances.

### **11.2.6 Anti-Doping Rule Violations**

Athletes who are asserted to have committed an anti-doping rule violation by the Canadian Centre for Ethics in Sport (CCES), an International Federation, a Major Games Organization, the World Anti-Doping Agency or any other anti-doping organization, will have their carded status placed on hold pending resolution of the matter.

The AAP will advise the athlete of any such hold.

If it is determined that an athlete has committed and is sanctioned for an anti-doping rule violation, Sport Canada will withdraw that athlete's carded status from the date of the sport ineligibility.

**Note:** For more information on the anti-doping policy related to AAP funding, refer to [Section 12](#).

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## Section 12 Policy on Anti-doping and AAP Support

This section describes the anti-doping policy related to Athlete Assistance Program (AAP) funding.

### 12.1 Policy

Athletes must respect and comply with the [Canadian Policy Against Doping in Sport-2011](#), as amended from time to time, and the Canadian Anti-Doping Program (CADP) of the Canadian Centre for Ethics in Sport (CCES) as a condition of funding under the AAP.

Furthermore, athletes must complete the CCES on line anti-doping education modules at the beginning of their carding cycle, and at times thereafter as required by Sport Canada. Failure to do so will result in AAP payments being withheld until requirements are completed.

It is the responsibility of the CCES to inform Sport Canada of an adverse analytical finding under the CADP or any other assertions by CCES that an athlete has committed an anti-doping rule violation.

It is the responsibility of the NSO to inform Sport Canada of all adverse analytical findings resulting from international testing or any other assertions that an athlete has committed an anti-doping rule violation.

If an athlete is asserted to have committed an anti-doping rule violation by CCES, an International Federation, a Major Games Organization, the World Anti-Doping Agency or any other anti-doping organization, AAP benefits will be placed on hold pending the determination of an anti-doping rule violation or until such time as a final ruling is made on any subsequent appeal.

If it is determined that no anti-doping rule violation occurred and there is no subsequent appeal, the athlete's AAP benefits will be reinstated from the date of the suspension of AAP funding.

Any athlete who has been sanctioned for an anti-doping rule violation pursuant to or recognized under the CADP or its predecessors resulting in a period of sport ineligibility of **less than two years** is ineligible to receive any AAP support **while serving their sport ineligibility sanction, and is also** ineligible to be nominated for AAP support during this time.

Following the period of ineligibility for AAP support, the athlete must meet the published NSO-approved, AAP-compliant carding criteria for the carding cycle for which the athlete is applying for support including all other AAP eligibility requirements.

An athlete, who has been sanctioned for an anti-doping rule violation pursuant to or recognized under the CADP or its predecessors resulting in a **two year period of sport ineligibility or greater** and, where applicable, has not been reinstated, is **permanently ineligible** to receive any AAP support.

If an athlete's carding is withdrawn because of a finding that an anti-doping rule has been violated and the athlete is sanctioned with sport ineligibility, the athlete's carding cannot be allocated to another athlete during that carding cycle.

For more information on sanctions related to anti-doping, refer to [Sport Canada's Anti-Doping Sanctions](#).

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## Section 13 Appeals Policy

This section presents the appeals policy of the Athlete Assistance Program (AAP).

### Definitions

For the purposes of this section:

- *AAP Decision* means a Sport Canada decision made under Section 6 ([Application for and Approval of Cards](#)) or Section 11 ([Withdrawal of Carding Status](#));
- *Appeal* means a review of an AAP Decision requested by an athlete or a National Sport Organization (NSO). (If an athlete makes such a request, Sport Canada will so inform the NSO)

*Appeal* does not include an appeal of a National Sport Organization's AAP nomination/re-nomination decision or of a NSO's recommendation to withdraw carding. These NSO decisions may be appealed only through the NSO's review process, which includes an application to the Sport Dispute Resolution Centre of Canada.

*Appeal* does not include an appeal of the administrative process of returning *Irregular Nominations* to the NSO as described in Section 6 ([Application for and Approval of Cards](#)).

For greater certainty, *Appeal* does not include a review of a published NSO-approved, AAP-compliant carding criteria;

- *Panel* means the Sport Canada Senior Director of the Programs Division (who is the Chair of the panel), the Manager of High Performance Partnerships (High Performance and Major Games Division), and a Manager within the Programs Division, who together review Appeals of AAP Decisions;
- *Days* shall mean total days, including weekends or holidays.

### 13.1 Policy Statement

Sport Canada is committed to a dispute-resolution system that is based on clear, consistent, and effective internal procedures for resolving disputes within Sport Canada.

#### Timing of Appeal

An athlete or a NSO who wishes to appeal an AAP Decision shall have fifteen days from the communication of the decision for which the Appeal is being requested to initiate an appeal.

Any party wishing to initiate an appeal beyond the 15 day period must provide a written request stating the reasons for requesting an exemption from the requirement of the above paragraph. The decision to allow or not allow an appeal outside the 15 day period shall be at the sole discretion of the Sport Canada Senior Director of the Programs Division and cannot be appealed.

#### Requests for Appeal

Requests for an appeal of an AAP Decision, together with the reasons why the athlete or NSO is requesting an appeal, must be directed to the Manager of the AAP, who will refer the matter to the Panel for a decision.

The Panel will first assess if there are grounds for an appeal. An appeal may only be heard if there are sufficient grounds for appeal. Grounds for appeal include, but are not limited to:

- a) Insufficient authority or jurisdiction as set out in the governing documents;
- b) Procedural fairness;

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c) Legitimate expectation.

The Claimant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the above 'grounds for appeal' and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

If the appeal is denied on the basis of insufficient grounds the Claimant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.

### **Procedure for Documentary Appeal**

The appeal shall be held by way of documentary submissions. The Panel shall govern the appeal by such procedures as it deems appropriate, provided that the basic principles of fairness—the right to know the case to be met and the right to make a case in response—are respected:

- All parties are given a reasonable opportunity to provide written submissions to the Panel, to review the written submissions of the other parties, and to provide written rebuttal and argument; and
- The applicable principles and timelines set out above are respected.

### **Information that may be Considered**

As a general rule, the Panel will consider only information that was before the original decision maker, namely the following:

- Information provided by the NSO in its annual AAP submission;
- Published NSO-approved, AAP-compliant carding criteria; and
- Sport Canada Athlete Assistance Program Policies and Procedures (this document).

At its discretion, the Panel may consider new information that is material and that was not available at the time of the original decision.

### **Decision**

Within 30 days of concluding the Appeal, the Panel shall issue its written decision, with reasons. In making its decision, the Panel shall have no greater authority than that of the original decision-maker. The Panel may decide to void, vary or confirm the decision being appealed.

## **13.2 Recourse Against a Decision of the Panel**

An athlete or a NSO may seek recourse against a decision of the Panel only by applying for dispute resolution to the Sport Dispute Resolution Centre of Canada within 30 days of the communication of the decision that is being appealed.

The dispute resolution referred to in the previous paragraph will be conducted under the auspices of the SDRCC and pursuant to its Code of Procedure.

By applying for dispute resolution of a decision of the Panel before the SDRCC, the applicant agrees that all disputes regarding that decision shall be resolved through the SDRCC process and that he or she will not start any action or application for judicial review regarding any decision made by the Panel.

Notwithstanding any provisions of the SDRCC Code of Procedure, the decision being appealed may be set aside by the SDRCC arbitrator or by the SDRCC panel only if the athlete or NSO proves the following:



- 
- Sport Canada failed to act in accordance with the *Athlete Assistance Program Policies and Procedures*;
  - Sport Canada failed to observe a principle of natural justice or procedural fairness; or
  - The decision was based on an erroneous finding of fact made in a perverse or capricious manner or without regard for the material before it.

In cases where the decision being appealed is one taken by Sport Canada under Section 6 ([Application for and Approval of Cards](#)), the decision being appealed may be set aside only if the athlete or NSO proves that such breach in the decision-making process had a material impact on the athlete's ability to meet the established carding criteria.

The jurisdiction of the SDRCC arbitrator or SDRCC panel is limited to making a decision on the existence of an error and, where there is such a finding, to returning the matter with written reasons for the finding to Sport Canada for a proper decision.

Sport Canada will reconsider the matter in accordance with the principles established by the decision of the SDRCC arbitrator or SDRCC panel and render a new decision. This new Sport Canada decision shall be final and binding upon the parties.

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## **Appendix A: Athlete Rationale Form - Individual Sports**

Athlete's name:

National Team Level:

Card Level Nomination:

Rationale for carding (which criteria did the athlete met):

Personal coach:

Training location:

University/school (if applicable):

Fitness testing results (if required for carding support):

How will the athlete's training be monitored?

National Team Coach's comments on the athlete's performance in the previous year and on the athlete's objective for upcoming year:

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## **Appendix B: Athlete Rationale Form - Team Sports**

Athlete's name:

National Team Level:

Card Level Nomination:

Number of months:

Position & rank at position:

Overall rank on team:

Personal coach:

Training location:

Club/team name:

League:

Professional: Yes/No

University/school (if applicable):

International caps:

Fitness testing results (if required for carding support):

How will the athlete's training be monitored?

National Team Coach's comments on the athlete's performance in the previous year and on the athlete's objective for upcoming year:

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# **Appendix C: MODEL Athlete/National Sport Organization (NSO) Agreement**

## Annotated

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THIS AGREEMENT as of [ month ] [ day ], [ year ]  
BETWEEN:

[ NAME OF ATHLETE ], residing at:

ADDRESS

\_\_\_\_\_

(the "Athlete")

AND:

[ NAME OF NSO ], a registered Canadian amateur athletic association having its registered office at:

ADDRESS \_\_\_\_\_

\_\_\_\_\_

(the "National Sport Organization" or "NSO")

## BACKGROUND INFORMATION

- A. The NSO is recognized by the [Name of International Federation ("IF")], Canadian Olympic Committee ("COC"), Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of [sport].
- 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 [sport] and wishes to compete for Canada as a member of the NSO'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 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 [Month day, year] to [Month day, year].
2. The Athlete is a member of the National Team for the duration of this Agreement.

## **RELATED POLICIES AND AGREEMENTS**

3. The parties agree that the policies and agreements listed in this section 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 Anti-Doping Policy;
- (b) NSO Injury Status Policy;
- (c) NSO Code of Conduct;
- (d) NSO Discrimination and Harassment Policy;
- (e) NSO Equipment Information;
- (f) NSO Fee Schedule;
- (g) NSO Governance Policies;
- (h) NSO Insurance Policies;
- (i) NSO Notice of Appeal;
- (j) NSO Relocation Policy;
- (k) NSO Social Media Policy;
- (l) NSO Trust Policy;
- (m) NSO Appeals Policy;

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.

## 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 9am to 5pm 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 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 acronym”** means the **[IF name]**, which is the International governing body for the sport of [sport];

**“IF”** means the International Federation, which is the **[IF name]**;

**“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 internationale du sport universitaire (FISU). This term is not limited to athletes receiving AAP; [NOTE: This type of separate team identifier could be included for other events such as world cups, tours, etc. under a different name.]

**“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 **[specific sport]** 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 a Canadian team for an international competition (may include World Cups, international opens, or other particularly meaningful events). 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 [Int’l Federation] marks or NSO/IF 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.

**“Privacy Officer”** means the person responsible for privacy within the NSO;

**“Progress Report Form”** or other name] means the document provided to the Athlete by the NSO to track the status of progress of the Athlete’s yearly training plan on a [monthly] basis;

**“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 competition. Competition-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 [name of NSO 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 and as an appendix to this Agreement. 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 [sport] throughout the world;
- (b) publish team selection and eligibility criteria for all National Teams at least three months before the selection of a particular National Team;
- (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 [posting it online at: [NSO website DIRECT link] and publish this link in the usual communications of the NSO (for example, by e-mail, press release and social media) in accordance with this Agreement; [NOTE: As best practice we recommend including these types of documents in the appendix as well as posting them on the NSO website and distributing via usual NSO communications.]
- (e) post its policies, rules and regulations at: [NSO policy website DIRECT link];
- (f) not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway;
- (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 this Agreement;
- (h) 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;
- (i) notify athletes individually of selection or non-selection to NSO teams 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.

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: [NSO policy website DIRECT link], and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication;
- (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.

## 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, Sport Canada requires carded athletes and recommends for non-carded athletes, 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 Team Uniform and Equipment for National Team events or designate such items to be provided by an NSO Sponsor;
- (b) seek feedback from the Athlete Representatives and/or Athletes' Council and the Athlete regarding the Team Uniform and Equipment, including material and design at least two (2) weeks before such items are ordered by the NSO or NSO Sponsor;
- (c) implement the Team Uniform and Equipment feedback, subject to criteria appropriate in the circumstances including level of consensus among athletes, cost, available options and timelines; and
- (d) pay for and modify Team Uniform and Equipment 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:

- (e) wear and/or use the Team Uniform and Equipment [define expectations either here or within a separate Dress Code appendix];
- (f) provide feedback to the NSO regarding the Team Uniform and Equipment, including material and design at least one (1) week before such items are ordered by the NSO or NSO Sponsor; and
- (g) communicate any required modifications to the Designated Contact before or when the NSO seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by the NSO.

## 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 and competition 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 a recommendation by the NSO to Sport Canada to withdraw AAP support which could result in the loss of carding status.

Additionally, this section outlines what happens if the Athlete is required to move to a National Training Centre, otherwise known as centralizing. This includes, but is not limited to, the NSO providing funding and assistance for the relocation. The Athlete should consider what costs the NSO will cover before signing this agreement. For carded Athletes, note that Sport Canada currently pays 50% of costs, up to a maximum of \$500 for an athlete relocating permanently to a single sport national training centre, therefore in the case of carded Athletes, the contribution by Sport Canada through AAP should also be outlined.

Based on what is included in this section, before signing the agreement, the Athlete should consider how long they may have to relocate for, and how many months of notice the NSO should give them before they are required to do so. [NOTE: As best practice, it is recommended that three (3) months' notice be given to relocate. This may vary depending on the circumstances.]

The Athlete must relocate if required by an NSO policy, such as a team selection or eligibility policy. However, if for some reason the Athlete cannot do so, they should provide written reasons to the NSO. The NSO is not required to accept these reasons, but may have certain exceptions to their relocation requirements which could be helpful to the Athlete. The Athlete should also contact his or her Athlete Representative(s) and/or AthletesCAN in a situation such as this.

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 and Competition 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.]
- (b) manage the Agreed Upon Training Plan;
- (c) not unreasonably withhold its approval by designated person, (i.e. Ntl Coach, HPD) 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 Form or other name] as soon as the circumstances permit. [NOTE: If you do not already have a Progress Report Form (or a document like it) to provide to your athletes, it is best practice is to develop and implement one into regular practice. These are some items to consider including in your Progress Report Form: physical and psychological well-being status, overall training and competition progress, sport specific tactical and technical skill status, nutritional status, fitness status, comprehensive injury status, level of support, etc.]

10. The Athlete will:

- (a) consult with the [National Team coaches / HPD / Designated Contact] 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 and provide the [National Team coaches / HPD / Designated Contact] with a completed [Progress Report Form or other name] provided to the Athlete by the NSO; 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.

11. If the Athlete has AAP status and fails to submit the Regular Training Reports as and when required, the NSO may, per Sport Canada policy, make a recommendation to Sport Canada to have the Athlete’s AAP status withdrawn with reasons and appropriate 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.

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. 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 contains important information as it relates to related policies and agreements. There is then an obligation on the Athlete 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 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 [HPD, Athlete Services Manager, etc. – provide name and contact details] 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 seven (7) 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, and post all new or updated NSO policies, agreements, or general updates on [name of usual communication method, e.g. e-mail, press release, social media].

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
- (d) provide notice of receipt by e-mail or electronic signature of notice from NSO within seven (7) business days. If the Athlete does not provide notice of receipt 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.

16. 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.

17. 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.

18. 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, no unreasonable violations of the Athlete's rights to privacy and a just and fair process; 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.

19. The Athlete will:

- (a) comply with the anti-doping rules of the IF, IOC, IPC, CCES and NSO (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) 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;
- (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. This funding is different for each NSO, depending on their budget, objectives and other factors. 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.

20. The NSO will:

- (a) provide an estimated Fee Schedule (Appendix X) 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 Fee Schedule, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.

21. 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 (b) 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**

22. 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.

23. 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.

## **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 carded 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 NSO recommends to Sport Canada that an Athlete’s funding be 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: <https://athletescan.com/en/athlete-zone/programs/sport-solution>

24. The NSO will:

- (a) publish criteria for the selection of athletes to the AAP by [DATE (should be 8 months before the start of the AAP eligibility cycle, as per AAP policy)]; and
- (b) 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.

25. 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: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.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 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.

26. 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 Procedures manual available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>

## **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 below, 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>

27. The NSO will provide a hearing and appeal procedure with respect to any dispute between the Athlete and the NSO that conforms with the 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 [NSO Appeals Policy] found at [link or Appendix].
28. 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 [NSO Appeals Policy].

29. 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.

- 30. 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 [Physical Address] or delivery by e-mail to [NSO e-mail].
- 31. 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.

- 32. The NSO will provide the Athlete with the option of enrolment in insurance.
- 33. The Athlete and NSO acknowledge that the Athlete is eligible to purchase group insurance coverage under the [AthletesCAN / NSO] benefits plan by contacting [CONTACT] before [DATE].

## ASSUMPTION OF RISK

- 34. 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").

35. The NSO will reduce the Assumed Risk through risk management, including the implementation of a [NSO Risk Management Policy] and a risk registry.

## **TERMINATION**

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

36. 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.

37. The NSO:

- (a) may terminate this Agreement, subject to section 38 by providing written notice, prior to its scheduled expiry if the Athlete:
  - i. 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:
    - a. the limitation period for an appeal has passed or the Athlete has appealed and the appeal has been decided; and
    - b. the sanction against the Athlete was not reduced;
    - c. has been convicted of a violent criminal offense; or
    - d. has become ineligible to represent the NSO.

38. 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**

39. This Agreement will be governed and construed in accordance with the laws of [PROVINCE OF THE NSO] and the laws of Canada applicable therein.

## **GENERAL PROVISIONS**

40. 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;

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 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 [NSO]  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
NSO  
[Jane Doe] – Authorized Representative

Signed by [ATHLETE NAME]  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
[ATHLETE NAME]