

## 2021 Cycling Canada Athlete Agreement

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THIS AGREEMENT as of \_\_\_\_\_  
*Month day year*

BETWEEN:

\_\_\_\_\_, residing at:  
*Name of athlete*

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL

\_\_\_\_\_  
(the "Athlete")

AND:

**Cycling Canada**, a registered Canadian amateur athletic association  
having its registered office at:

ADDRESS

203-2197 Riverside Dr.

Ottawa, ON, K1H 7X3

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

Designated contact: \_\_\_\_\_  
*designated contact name and title*

Designated contact e-mail: \_\_\_\_\_  
*designated contact e-mail address*

## **2021 Cycling Canada Athlete Agreement**

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### **Background Information**

- A. Cycling Canada (the NSO) is recognized by the Union Cycliste Internationale ("UCI"), Canadian Olympic Committee ("COC"), Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of cycling.
- 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 cycling 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 **January 1, 2021**, to **December 31, 2021**.
- 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:
  - a. Anti-doping Rule Violation Policy;
  - b. Cycling Canada Code of Conduct;
  - c. Discrimination & Harassment Policy;

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- d. Equity & Access Policy;
- e. Appeals Policy;
- f. Safe Sport Policy
- g. Cycling Canada Sponsorship Guidelines
- h. National Team Uniform and Equipment Guidelines
- i. Cycling Canada Critical Incident Protocol

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, providing appropriate consultation with athlete representatives. 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

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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 in Canada, and excludes weekends and public holidays recognized by Cycling Canada;

**"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;

**"Equipment"** refers only to equipment provided by the NSO to programs. The NSO does not provide all training and competition equipment.

**"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;

**"IF"** means the International Federation, which is the UCI;

**"IOC"** means the International Olympic Committee;

**"IPC"** means the International Paralympic Committee;

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**"IPP"** means the Athlete's Individual Performance Plan agreed upon with the NSO coach. This plan sets out the athletes performance targets for the season and is used from time to time to monitor progression.

**"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 Games. This term is not limited to athletes receiving AAP;

**"Marketing Rights"** means promotional and advertising rights to photographs, video or film images, or other likenesses or images of the Athlete, Athlete's image, voice, name, personality, likeness and fame gained in cycling 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, but not affiliated or attached to any NSO partner promotion, activation or activity;

**"NSO Sanctioned Activities"** means all NSO training camps, competitions, fitness testing, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;

**"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:

- the physical or mental health of an individual;

- any health service provided to an individual; or

- 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 the collection and management of Personal Information within the NSO. This person must have the necessary credentials to manage personal medical information. The NSO may designate more than one Privacy Officer to accommodate the needs of different programs;

"**SDRCC**" means the Sport Dispute Resolution Center of Canada;

"**Team Uniform and Equipment**" means uniform and equipment provided by the NSO or through an NSO Sponsor;

"**WADA**" means the World Anti-Doping Agency.

"**YTP**" means the Athlete's Yearly Training Plan.

## OBLIGATIONS

### Team Selection & Eligibility

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 cycling 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, or at such time that information becomes available about that event;
  - c. publish team selection and eligibility criteria for all Major Games National Teams at least 12 months before the selection of a Major Games National Team;
  - d. communicate the team selection and eligibility criteria by posting it online 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;
  - e. post its policies, rules and regulations publicly;
  - f. not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway or without consultation with the Athletes' Council;
  - 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;

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- 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 eligible 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 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. holds a current and valid UCI cycling licence that indicates their nationality as Canadian, purchased through a provincial/territorial association or, if they do not reside in Canada, through their country of residence;
- c. will make best efforts to be aware of and comply with policies, rules and regulations of the NSO, which may change from time to time and are posted online and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication;
- d. will make best efforts to be aware of and comply with all NSO or other applicable eligibility requirements; and
- e. 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**

### **7. The NSO will:**

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- a. provide Team Competition Uniform and, where applicable, Equipment for National Team events or designate such items to be provided by an NSO Sponsor;
  - b. 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;
  - c. accommodate athlete requests to add personal sponsor logos at the Athlete's cost to the Team Uniform where allowed by the UCI regulations and production timelines and in accordance with Cycling Canada's Sponsorship and Uniform and Equipment guidelines.
8. The Athlete will:
- a. wear and/or use the Team Uniform and Equipment according to the National Team Uniform and Equipment Guidelines while attending competitions as a member of the National Team, unless otherwise agreed upon by Athlete and NSO;
  - b. 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**

9. The NSO will:
- a. develop, in collaboration with the Athlete and the Athlete's coaches, a schedule of training programs and competitions (YTP) tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team (IPP) while ensuring alignment with any professional team obligations;
  - b. manage the YTP and monitor the IPP;
  - c. not unreasonably withhold its approval by designated person of proposals by the Athlete to make changes to the YTP; and
  - d. provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, evaluation feedback, anticipated financial costs and assessments, and proposed changes to competition and training plans as soon as the circumstances permit.
10. The Athlete will:



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- a. consult with the National Team coaches to develop the YTP and IPP, and present to the NSO for the NSO's approval, proposed changes to the YTP, if any, as soon as circumstances permit;
  - b. not unreasonably withhold his or her approval of proposals by the NSO to make changes to the YTP;
  - c. demonstrate commitment to the YTP and IPP and provide the National Team coaches with training files and other data necessary to monitor the IPP; 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 training files and data 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**

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**

#### **14. The NSO will:**

- a. assign a 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 two (2) business 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. All formal communications will be done via e-mail;
- e. respond to 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 two (2) business day timeframe; and
- f. notify the Athlete forthwith by e-mail if there are any changes made to the NSO's policies or agreements that affect them, and post all new or updated NSO policies, agreements, or general updates on the Cycling Canada website.

#### **15. The Athlete will:**

- a. provide the NSO with an up-to-date e-mail address that accepts file attachments;
- b. in addition, provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose. Nevertheless, all formal communication will be done via e-mail;
- 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 two (2) business days. If the Athlete does not provide notice of receipt after two (2) business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

### **Medical and Injury**

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. the NSO will make every effort to contact the Athlete's emergency contacts 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; and
- c. should this not be possible, a designated staff member on the National Team project will consult with National Team doctors and reserves the right to make healthcare decisions that they believe to be in the best interests of the Athlete on the Athlete's behalf.

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 estimate of when 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**

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, sport science practitioner 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 as required by the NSO, CCES, and/or Sport Canada, as applicable;
- c. participate, if asked by the NSO to do so, in doping control and/or education programs exclusively when they have been developed 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, support staff or person who the Athlete knows is under sanction by the NSO, the IF 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**

20. The NSO will:

- a. provide an estimate of the fees 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. Fees may take the form of program fees (equal payments paid on a regular schedule) or project fees (fees for a specific camp or competition). Fee estimates based on historical costs will be included in program selection documents;
- b. inform the Athlete as soon as possible after the NSO has knowledge of any changes to the fees, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.
- c. reimburse additional expenses incurred by the athlete on as agreed by the NSO within 30 days of receiving an expense report with supporting documentation, or as circumstances require.

21. The Athlete will:

- a. review any fee estimates provided to them as soon as possible after it is received;
- b. pay the invoiced program fees within 30 days of being provided an invoice by the NSO, except as set out in paragraph 20(c) or as the circumstances require; and
- c. pay the invoiced project fees prior to the beginning of the respective project. Failure to do so may result in removal from the project;
- d. reimburse additional expenses incurred by the NSO on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as circumstances require.

### **Imagery, Sponsorship & Intellectual Property**

22. The Athlete:

- a. consents to the NSO using, reproducing and distributing without charge the Athlete's name, photograph, image, voice, likeness or other identifiable attribute which can be linked to the Athlete to promote the NSO and its programs. The Athlete Imagery may be used in any advertisement, promotion, marketing activity, document, merchandise, or at any event controlled by the NSO. This consent will remain in effect for the duration of the Term and for a period of two years thereafter. The Athlete may at any time raise reasonable concerns about such image use by a sponsor if it creates a conflict with the athlete's personal ethics, beliefs or values;

- b. consents to all licensee's or sponsors of the NSO using, without charge, on a nation-wide basis, in any format or media, the Athlete's Imagery within the context of a Team Setting (Team is defined as three or more athletes) to promote their partnership with the NSO. Any individual use of the Athlete's Imagery must be prior approved by Athlete and Agent if applicable. The Athlete's approval will not be unreasonably withheld or delayed;
- c. agrees to support and protect the NSO and its sponsors against third parties who are not official sponsors from seeking to be associated with the NSO;
- d. agrees to assist the NSO and its sponsors by attending 2-4 mutually agreed upon appearances, with reasonable notice, for promotions at competitions, school visits and/or other public appearances. The NSO will cover the cost of any reasonable travel and accommodation incurred by the Athlete in attending such events.

### **Athlete Personal Sponsors**

23. The NSO recognizes the Athlete's right to have, seek, or obtain personal sponsorship contracts, endorsements and business relationships. When engaged in any activities of the National Team, including, but not limited to, competition, competition-day warm-ups, opening and closing ceremonies, receiving awards and award ceremonies, the Athlete:
- a. agrees not to endorse or promote the products, goods or services of a sponsor, supplier or supporter of the Athlete (also known as the Athlete's "Personal Sponsors") unless they receive written consent from the NSO;
  - b. agrees not to endorse or promote the products, goods or services of a sponsor, supplier or supporter of the Athlete on behalf of the NSO. Athletes may not associate the National Team with these products, goods or services unless they receive written consent from the NSO;
  - c. agrees not to endorse or promote the products, goods or services of a sponsor, supplier or supporter of the Athlete if the Athlete's Personal Sponsor is a direct competitor to one of the NSO'S National sponsors as listed in appendix to this Agreement;
  - d. agrees to to inform the NSO of any personal contracts or sponsorship ventures that may come into conflict with Cycling Canada's National Sponsors;
  - e. warrants that they will not grant to any person or entity during the term of this Agreement an exclusive license to use the Athlete's Imagery, which

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would conflict with the Athlete's responsibilities and obligations as described in this Agreement;

- f. accepts that certain restrictions may be imposed by the NSO and/or other relevant organizations if the Athlete is selected to compete at certain events (such as the Olympic or Paralympic Games). The Athlete agrees to inform all of their personal sponsors and any personal coaches of the limitations imposed in relation to such events;

24. The NSO will communicate with the Athlete or their representative when receiving requests about a sponsorship for a particular athlete, including the name of the potential sponsor, the contact person of the sponsor as well as the particular product and/or service to be endorsed, and in these circumstances the NSO does not have the right to negotiate a contract on behalf of the Athlete.

### **Media**

25. The Athlete:

- a. acknowledges and agrees that the NSO may organize for the Athlete to appear or provide content for the media, including appearances in public, on radio or television, in news (in written or oral format) that the NSO considers appropriate, provided that the NSO gives the Athlete reasonable notice and that such arrangements do not interfere with the training/competition schedule or prior personal obligations;
- b. agrees to act responsibly at all times when using any social media platforms and be aware of the NSO and sponsors expectations when posting personal content. The Athlete must not post, comment or share derogatory or defamatory information;
- c. agrees to make themselves available for any media arranged by the NSO in accordance with clause A, and to answer questions, make comments and/or participate in media activities at the NSO'S reasonable request;
- d. agrees to punctually attend media events arranged by the NSO when reasonably requested to do so. The Athlete also agrees to respond to any requests within 48 hours either in person, by email or phone;
- e. agrees to attend one media training session per year if required by the NSO;
- f. agrees that the letter and spirit of the Code of Conduct applies to any media or social media or public statements made by the Athlete, including statements regarding the NSO or its partners. The Athlete also agrees to not publicly challenge the operation of the NSO's high performance programs or team selections but this agreement shall in no way limit the

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Athlete's rights under the appeal process with regards to high performance programs or team selection or any rights of complaint under the NSO's Complaint and Discipline policy.

### **Athlete Assistance Program (AAP)**

26. The NSO will:

- a. publish criteria for the selection of athletes to the AAP by April 30 each year; and
- b. nominate all eligible athletes for AAP within the funding limitations imposed by Sport Canada, and ensure those Athletes approved for carding receive all the benefits to which they are entitled under the AAP.

27. 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;
- 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.

28. 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.

### **Dispute Resolution Method**

29. 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



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arbitration through the SDRCC. The details of this procedure will be published by the NSO.

30. 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 may terminate this agreement per sections 36 and 37, or file a complaint through the appeals process.

31. 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**

32. 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 the address noted above or delivery by e-mail to the designated contact.

33. 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 the address noted above or by delivery by e-mail to the athlete's email noted above.

### **Insurance**

34. The NSO will provide the Athlete with insurance coverage for third-party liability and excess medical expenses during national team projects that meets IF requirements.

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35. The Athlete and NSO acknowledge that the Athlete is eligible to purchase group insurance coverage under the Canadian Athlete Insurance Program (CAIP).

### **Assumption of Risk**

36. 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").
37. The NSO will reduce the Assumed Risk through effective risk management and critical incident protocols.

### **Termination**

38. The Athlete:

- a. may terminate this Agreement at any time by providing written notice of termination to the NSO.

39. The NSO:

- a. may terminate this Agreement, subject to section 40 by providing written notice, prior to its scheduled expiry if the Athlete:
  - i. has breached the terms of this agreement and, after being notified of such, has not remedied the breach within the timelines specified in the notification;
  - ii. 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:
    - 1. the limitation period for an appeal has passed or the Athlete has appealed and the appeal has been decided; and
    - 2. the sanction against the Athlete was not reduced;
  - iii. has been convicted of a violent criminal offense; or
  - iv. has become ineligible to represent the NSO.

40. 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**

## **2021 Cycling Canada Athlete Agreement**

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

### **General Provisions**

42. 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. This will take place towards the end of the calendar year;
43. 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.
44. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
45. The Athlete and NSO confirm that they are aware of their respective rights to obtain independent legal advice before signing this Agreement, and have signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

## 2021 Cycling Canada Athlete Agreement

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IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

For Cycling Canada:

In the presence of:

\_\_\_\_\_  
*Signature of NSO Representative*

\_\_\_\_\_  
*Signature of NSO Witness*

\_\_\_\_\_  
*Name of NSO Representative*

\_\_\_\_\_  
*Name of NSO Witness*

For the Athlete:

In the presence of:

\_\_\_\_\_  
*Signature of Athlete*

\_\_\_\_\_  
*Signature of Athlete Witness*

\_\_\_\_\_  
*Name of Athlete*

\_\_\_\_\_  
*Name of Athlete Witness*

If the athlete is a Minor (18 years old or younger):

\_\_\_\_\_  
*Signature of Athlete's Parent or Legal Guardian*

\_\_\_\_\_  
*Name of Athlete's Legal Parent or Guardian*

## 2021 Cycling Canada Athlete Agreement

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### APPENDIX A: Cycling Canada National Sponsors and Suppliers

*As of Jan. 1, 2021*

Company	Category	Level	Exclusivity
Global Relay	Information Technology/Cloud Storage	Tier 1 Partner	Exclusive for all disciplines
Lexus	Automotive/Mobility	Tier 1 Partner	Exclusive for all disciplines
AFEX	Global Payments/Foreign Exchange	Tier 1 Partner	Exclusive for all disciplines
Louis Garneau	Cycling Apparel	Tier 2 Partner	Exclusive for all disciplines
Argon 18	Road/Track Bikes	Tier 2 Partner	Exclusive for Track Cycling only
Wahoo	Smart Trainers & Bike Computers	Tier 2 Partner	Federation exclusive, non-exclusive for athletes
7-Eleven	Convenience Store	Tier 3 Partner	Supplier rights (non-exclusive)
4iiii	Power Meter/Power Measurement	Supplier (exclusive)	Federation exclusive, non-exclusive for athletes
Tissot	Traditional & Connected Watch	Supplier (exclusive)	Federation exclusive, non-exclusive for athletes
Thule	Bike Rack	Supplier (non-exclusive)	Non-exclusive
Rack Attack	Bike Rack Retailer	Supplier (non-exclusive)	Non-exclusive
Zenkai	Casual Clothing	Supplier (non-exclusive)	Non-exclusive
Today's Plan	Online Training Platform	Supplier (non-exclusive)	Non-exclusive
Thought Technology	Biofeedback	Supplier (non-exclusive)	Non-exclusive
Barista	Coffee	Supplier (non-exclusive)	Non-exclusive
CLIF	Nutrition – Energy Bars/Gels/Blocks	Supplier (non-exclusive)	Non-exclusive
Digirit	Chainrings (Track & BMX)	Supplier (non-exclusive)	Non-exclusive

#### Notes:

- Partner “Tiers” are based on the financial value of their contribution to CC
- Suppliers provide a certain quantity of free product either to CC or directly to the athletes
- “Exclusive” does not mean that other brands cannot be used, but it means care must be taken to avoid displaying or mentioning competing brands or logos.

## 2021 Cycling Canada Athlete Agreement

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### APPENDIX B: Cycling Canada Key Contacts

#### Management and Operations

Role	Name	Sport	Email	Cell Phone
CEO	Matt Jeffries	All sports	matthew.jeffries@cyclingcanada.ca	403-619-0691
High Performance Director	Kris Westwood	All sports	kris.westwood@cyclingcanada.ca	613-447-2849
Managers and Coordinators	Jessika Grand Bois	Road/Track	jessika.grandbois@cyclingcanada.ca	819-820-5377
	Jen Eaton	Track	jen.eaton@cyclingcanada.ca	647-531-7113
	Emily O'Connor	Para-Cycling	emily.oconnor@cyclingcanada.ca	613-572-0711
	Jennifer Mahoney	BMX/MTB/CX	jennifer.mahoney@cyclingcanada.ca	613-299-3953
	Angela Bowser	All programs	angela.bowser@cyclingcanada.ca	902-818-8741
National Coaches	Phil Abbott	Para-cycling NG west	phil.abbott@cyclingcanada.ca	403-921-4109
	Jeff Ain	MTB NG	jeff.ain@cyclingcanada.ca	778-966-1920
	Laura Brown	Track NG	laura.brown@cyclingcanada.ca	778-227-7162
	Brendon Cameron	Track head coach	brendon.cameron@cyclingcanada.ca	+64 21 439 436
	Franck Durivaux	Track sprint	franck.durivaux@cyclingcanada.ca	289-442-5952
	Jono Hailstone	Track MTE	jono.hailstone@cyclingcanada.ca	905-6911023
	Adam Muys	BMX	adam.muys@cyclingcanada.ca	778-839-2453
	Guillaume Plourde	Para-cycling NG east	guillaume.plourde@cyclingcanada.ca	819-342-6092
	Dan Proulx	MTB head coach	dan.proulx@cyclingcanada.ca	250-661-3155
	Matthew Shallcrass	Track WTE	mattshallcrass@gmail.com	+64 274 300 701
	Sebastien Travers	Para-cycling head coach	sebastien.travers@cyclingcanada.ca	514-208-5341
	Jenny Trew	NG lead	jenny.trew@cyclingcanada.ca	613-558-3202
	Richard Wooles	Road development	richard.wooles@cyclingcanada.ca	778-554-4057
Media Liaison	Karine Bedard	All programs	karine.bedard@cyclingcanada.ca	WhatsApp: 1-438-884-8771

## 2021 Cycling Canada Athlete Agreement

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### Medical and Paramedical

Team Doctors	Bruce Davidson	MTB	drmoose_ca@yahoo.com	604-571-7472
	Wade Elliott	Road/Track	esmmd@sympatico.ca	905-928-4307
	Andre Lui	BMX	drandrelui@gmail.com	604-655-8402
	Philippe Gariépy	Para-cycling	philippe_gariepy@yahoo.ca	450-534-1854
Sport Psychiatrist	Carla Edwards	All programs	cedwards@synergysportmentalhealth.ca	
Psychologists	Sharlene Hoar	MTB; All programs (lead)	sdhoar@gmail.com	403-634-8088
	Val Hadd	Para-cycling	valhadd@gmail.com	514-292-6676
	Fiona Meikle	Track	Fiona.Meikle@cyclingcanada.ca	289-228-7616
Therapists	Tara Lazarski	MTB; All programs (lead)	tara.lazarski@cyclingcanada.ca	778-928-7316
	Jenn Turner	BMX	drjennturner@gmail.com	778-773-8432
	Philippe Maheu	Para Cycling	phil_maheu@hotmail.com	613-795-2484
	Aly Hodgins	Track	ahodgins@csiontario.ca	647-389-5595