

2023 Cycling Canada Athlete Agreement



THIS AGREEMENT as of _____
Month day year

BETWEEN:

Name of athlete: _____

residing at Address: _____

E-mail: _____

(the "Athlete")

AND:

Cycling Canada, a registered Canadian amateur athletic association having its
registered office at:
203-2197 Riverside Dr.
Ottawa, ON, K1H 7X3

Designated contact: [Discipline Lead Coach]
Designated contact e-mail: [Discipline Lead Coach e-mail]
Privacy Officer: Gabby Faoro, High Performance Coordinator
Privacy Officer e-mail: gabby.faoro@cyclingcanada.ca

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

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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 in Canada.
- B. The NSO strives to deliver a world-leading program and enter National Teams in competitions that achieve the best international results they 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 one of the NSO's National Teams.
- D. Execution of this Agreement means that both parties understand and agree to comply with 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 UCI, 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 (the "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, 2023**, to **December 31, 2023**, unless it is terminated earlier pursuant to Sections 38-40 below.
- 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. The NSO agrees to make the following policies available to the Athlete, either online or in hardcopy:
 - a. Anti-doping Rule Violation Policy;
 - b. Cycling Canada Code of Conduct and Ethics;
 - c. Eliminating Discrimination & Harassment Policy;
 - d. Equity & Access Policy;
 - e. Appeal Policy;

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- f. Safe Sport Policy;
- g. Whistleblower Policy;
- h. Conflict of Interest Policy;
- i. Universal Code of Conduct to Prevent and Address Maltreatment in Sport ("UCCMS")

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 or amended policies, providing appropriate consultation with athlete representatives. This Agreement references 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;

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"**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;

"**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;

"**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.

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"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

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designate more than one Privacy Officer to accommodate the needs of different programs;

"Prohibited Substance or Prohibited Method" means the substances and methods listed on the Prohibited List published by WADA, as updated and amended from time to time;

"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 eight 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, unless justified by exceptional circumstances where time constraints render such consultation impractical;
 - 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;

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- 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 Chief Sport Officer or Designated Contact;
 - b. holds a current and valid UCI cycling license 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 comply and make best efforts to be aware of 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. If requested by the NSO, sign a UCCMS Participant consent form and agree to be bound by and subject to any proceedings taken under the UCCMS, including, without limitation, accepting the jurisdiction of the Office of the Sport Integrity Commissioner/Abuse-Free Sport;
 - e. will make best efforts to be aware of and will comply with all NSO, IF or other applicable eligibility requirements; and
 - f. 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:
- a. provide Team Competition Uniform and, where applicable, Equipment for National Team events or designate such items to be provided by an NSO Sponsor;

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- 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 expressed in an Individual Performance Plan (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:
 - a. consult with the National Team Coach 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;

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- 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 Personal Information about the Athlete to third 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; or
- c. if respecting Section 16(b) is not possible, a designated staff member on the National Team project will consult with National Team doctors and reserves their 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.

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Anti-Doping

18. The NSO will:

- a. ensure that the Athlete receives communications from the UCI, WADA, IOC, IPC, CCES or other anti-doping organizations 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 organization for a doping-related offence, or who the Athlete is prohibited from associating with pursuant to the CADP, the UCI's anti-doping rules, or the anti-doping rules of any other anti-doping organization with authority over the Athlete.

19. The Athlete will:

- a. as applicable, comply with the anti-doping rules of the UCI, IOC, IPC, CCES and NSO (if any), including submitting to doping control when required by the NSO, UCI, 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 UCI or an anti-doping agency for a doping-related offence;
- f. not use, possess or administer Prohibited Substances or Prohibited Methods; and
- g. not traffick Prohibited Substances or Prohibited Methods to others directly or indirectly, nor encourage or condone their use, possession or administration 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

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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 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. agrees to contact the Athlete and obtain consent before reposting social media posts made by the Athlete to the NSO's own account unless the Athlete tags/mentions the NSO account or uses the hashtag #cyclingcanada in their post, which will be understood as implied consent on behalf of the Athlete for the NSO to reshare or reuse.
- c. agrees to include the original captions as written by the Athlete if a social media post authored by the Athlete is shared by the NSO unless consent

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to use the post without the original captions has been acquired from the Athlete, or if the shared post is a direct link to the original Athlete post.

- d. consents to all licensees 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;
- e. 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;
- f. 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 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 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

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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. Cycling Canada and the Athlete recognize that the Athlete is a role model and all forms of media should be used responsibly. As such:
- a. Cycling Canada may from time to time ask the Athlete to participate in media appearances on behalf of Cycling Canada or its partners. Any such request must be made with reasonable notice, and the Athlete will not be responsible for any costs related to the appearance. The Athlete is asked to make a reasonable effort to participate in such appearances if his or her schedule or personal obligations allow;
 - b. The Athlete agrees to follow the letter and the spirit of the Code of Conduct in any media appearances, social media or public statements in which the Athlete is identified as a representative of Cycling Canada, the National Team, or Cycling Canada's partners;
 - c. The Athlete agrees to avoid making public any disputes or conflicts with Cycling Canada without first making a reasonable effort to resolve them through Cycling Canada's internal dispute resolution processes;
 - d. Cycling Canada recognizes the Athlete's right to freedom of expression and this Agreement and Cycling Canada's policies are in no way intended to limit that right.

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 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.

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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 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. that 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 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 38 and 39 or the Athlete and the NSO may submit the matter to arbitration for resolution. The process for such arbitration shall follow the NSO's Discipline and Complaints Policy, adapted accordingly on the basis of the circumstances. Any decision to terminate this Agreement or any decision rendered pursuant to the Discipline and Complaints Policy shall be subject to appeal pursuant to the Appeal Policy.

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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.
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").

2023 Cycling Canada Athlete Agreement

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.
- 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 NSO, UCI, IOC or IPC sanctioned events.

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

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;

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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.

2023 Cycling Canada Athlete Agreement

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

2023 Cycling Canada Athlete Agreement

APPENDIX A: Cycling Canada Key Contacts

As of Jan. 1, 2023

Role	Name	Email	Cell Phone
EXECUTIVE			
Chief Executive Officer	Matt Jeffries	matthew.jeffries@cyclingcanada.ca	403-619-0691
HIGH PERFORMANCE SENIOR LEADERSHIP			
Chief Sport Officer	Scott Kelly	scott.kelly@cyclingcanada.ca	778-266-1500
<ul style="list-style-type: none">Oversees CC's High Performance programming			
Head Coach	Dan Proulx	dan.proulx@cyclingcanada.ca	250-661-3155
<ul style="list-style-type: none">Oversees National Team coaches and Canadian coaching development			
High Performance Operations Director	Emily O'Connor	emily.oconnor@cyclingcanada.ca	613-572-0711
<ul style="list-style-type: none">Oversees National Team operations, logistics and budgets			
High Performance Director	Kris Westwood	kris.westwood@cyclingcanada.ca	613-447-2849
<ul style="list-style-type: none">Oversees National Team performance services and national team policies			
NATIONAL TEAM COACHES			
National Team Coach (MTB Lead)	Catharine Pendrel	catharine.pendrel@cyclingcanada.ca	250-299-4495
National Team Coach (Track Sprint Lead)	Franck Durivieux	franck.durivieux@cyclingcanada.ca	289-442-5952
National Team Coach (Cyclo-cross Lead)	Rob Holmgren	rob.holmgren@cyclingcanada.ca	705-345-9637
National Team Coach (BMX Race Lead)	Adam Muys	adam.muys@cyclingcanada.ca	778-839-2453
National Team Coach (Para-cycling Lead)	Sebastien Travers	sebastien.travers@cyclingcanada.ca	514-208-5341
National Team Coach (Track Endurance Lead)	Jenny Trew	jenny.trew@cyclingcanada.ca	613-558-3202
National Team Coach (Road Lead)	Nigel Ellsay	nigel.ellsay@cyclingcanada.ca	250-218-5938
National Team Coach (Gravity Lead)	Chad Hendren	chad.hendren@cyclingcanada.ca	250-650-2669
National Team Coach (BMX Freestyle Lead)	Dave Thomas	dave.thomas@cyclingcanada.ca	647-225-1448
National Team Coach	Phil Abbott	phil.abbott@cyclingcanada.ca	403-921-4109
National Team Coach	Laura Brown	laura.brown@cyclingcanada.ca	778-227-7162
National Team Coach	Richard Wooles	richard.wooles@cyclingcanada.ca	778-554-4057
Development Coach	Tanya Dubnicoff	tanya.dubnicoff@cyclingcanada.ca	780-803-5552
HIGH PERFORMANCE OPERATIONS			
High Performance Project Manager	Jen Mahoney	jennifer.mahoney@cyclingcanada.ca	613-299-3953
High Performance Project Coordinator	Jen Eaton	jen.eaton@cyclingcanada.ca	647-531-7113
High Performance Project Coordinator	Haley Morey	haley.morey@cyclingcanada.ca	647-880-6861
High Performance Coordinator	Gabby Faoro	gabby.faoro@cyclingcanada.ca	902-209-1296
SPONSORS AND MEDIA			
Marketing & Events Director	Josh Peacock	josh.peacock@cyclingcanada.ca	613-858-3131
Communications Manager	Caroline Soble	caroline.soble@cyclingcanada.ca	613-601-8406
Communications Coordinator	Ariane Perron	ariane.perron@cyclingcanada.ca	819-210-3034
Marketing Coordinator	Simone Cseplo	simone.cseplo@cyclingcanada.ca	416-668-3244

The contact information for individual practitioners will be communicated as needed.