



QUEST FOR GOLD

Ontario Athlete Assistance Program (OAAP)

Swim Ontario - Athlete Agreement

In order to be eligible for athlete assistance from the Province of Ontario each nominated athlete must:

Return a signed copy of this Agreement – including proof of Ontario residency (photocopy of a Health Card or Driver's License) - to Swim Ontario (Attention: Kelly Steeves) by October 15, 2008.

AGREEMENT made this _____ day of _____, 200__

BETWEEN

Swim Ontario, having its provincial office

At 1185 Eglinton Avenue, Toronto, Ontario, M3C 3C6 (hereinafter referred to as "SO")

AND

_____, residing at

_____ (hereinafter referred to as "the Athlete").

WHEREAS the Athlete wishes to be an active competitor in SO sanctioned events with his or her rights and obligations clearly defined;

WHEREAS SO is recognized by Swimming/Natation Canada and The Ministry of Health Promotion Ontario as the sole Provincial Federation governing the sport of Competitive Swimming in Ontario;

WHEREAS SO and the Athlete recognize the need to clarify the relationship between SO and the Athlete by establishing their respective rights and obligations;

AND WHEREAS the *Quest for Gold* – Ontario Athlete Assistance Program (hereinafter referred to as "the Ontario AAP") requires these rights and obligations to be stated in a written agreement to be signed by SO and the Athlete who applies for assistance under the Ontario AAP;

AND WHEREAS Swimming/Natation Canada requires that SO certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

SO's Obligations

1. SO shall:

- a. organize, select and operate teams of athletes, coaches and other necessary support staff (a Provincial Team) to represent Ontario in the sport of Competitive Swimming at Provincial, National and International competitions;
- b. publish criteria for the selection of athletes to the Ontario AAP before the selection process begins for the particular sport;
- c. nominate all athletes who wish to be nominated and meet Ontario AAP criteria;
- d. organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Ontario in the sport of Competitive Swimming in accordance with the budget of the SO;
- e. assist the Athlete in obtaining quality medical care and advice;
- f. regularly provide Provincial Team and OAAP information (training and competition) to the Athlete in the form of electronic (i.e.; TAS Bulletin, Swim Ontario website) correspondence;
- g. provide a formal review of the Athlete's annual training program;
- h. if possible, provide funding for the Athlete for training camps and competitions in accordance with the budget of the SO;
- i. provide and include in this Agreement a dispute mechanism and related procedures/process that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent arbitration process with respect to any dispute the carded athlete may have with SO related to or arising out of this Agreement.

Athlete's Obligations

2. The Athlete shall:

- a. recognize the responsibilities of the coaches in coaching-related decisions and follow the training and competitive program mutually agreed to by the following:
 - o the SO representative responsible for developing and monitoring Provincial Team training and competitive programs (the Technical Director or the Provincial Program Coordinator, for example);
 - o the Athlete's personal coach; and
 - o the Athlete;
- b. avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance;
- c. provide the Technical Director (or designate), by electronic correspondence with an annual training plan (ATP) – including Competition Schedule, Training, Testing and Monitoring Schedule and monthly updates of changes to the plan or any other appropriate information that SO may request;
- d. participate in one of the following mandatory competitions during the 2009 Long Course Season (July – August 2009); (**Swim Ontario Junior Provincial Championships, SNC Age Group Nationals, SNC Summer Nationals, SWAD Can-AM, Universiade 2009, North American Challenge Cup, Junior Pan American Swimming Championships, Canada Summer Games**);
- e. notify SO immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in a competition as listed in section d (above) of this Agreement and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to SO within three weeks of the injury;
- f. agree to compete for Ontario from one year from being enrolled in Program (from date of receipt of Minister's letter informing athlete of enrolment), dress in the Provincial Team uniform and other official clothing, if applicable, while traveling or participating as part of the Provincial Team;
- g. avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;

- h. avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation and the Canadian Policy on Doping in Sport;
- i. submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by SO, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- j. avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices;
- k. participate, if asked by SO to do so, in any Doping Control/Education Program developed by SO in co-operation with Sport Canada and the CCES;
- l. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
- m. participate in sport-related, non-commercial promotional activities on behalf of the Government of Ontario. SO usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year;
- n. adhere to and comply with SO's dispute mechanism procedure in the event of a dispute relating to or arising out of this Agreement;
- o. actively participate in all Ontario AAP evaluation activities. Athletes will cooperate fully in any evaluation of the Ontario AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation;
- p. spend the OAAP funding obtained only on the following items:
 - Normal living costs
 - Costs directly associated with training (e.g. coaching, facility fees, other athlete services)
 - Costs associated with attending training camps and competitions (e.g. entry fees, travel costs)
 - Sport specific equipment

- Tuition and education related expenses (e.g. books, fees)

3. Default of Agreement

- a. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, the following shall occur:
 - i. The one party shall notify the other party in writing of the particulars of the alleged default.
 - ii. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps.
 - iii. The parties agree that the giving of the above referred-to 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.
- b. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

<p>All minimum eligibility criteria for athletes within the <i>Quest for Gold</i> Program (OAAP) apply to this agreement.</p>
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4. Resolution of Disputes

Swim Ontario and the ATHLETE agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:

- a) In dealing with alleged breaches and disputes relating to this Agreement, time shall be of the essence.
- b) Information pertaining to alleged breaches or disputes relating to this Agreement shall be kept confidential, and such information shall only be disclosed to outside parties with the express permission of SO and the ATHLETE, unless such disclosure is required by law, is mandated by the

policies of SO or the Government of Ontario, or is required by virtue of a contractual commitment SO or the ATHLETE may have to another party or parties.

- c) Where the Technical Director, in consultation with the Chair of the Swimming Development Committee, is of the view that the ATHLETE is in breach of any of the provisions of this Agreement, the ATHLETE shall be notified immediately by e-mail with a copy by regular mail. The Chair of the Swimming Development Committee shall be copied on all correspondence pertaining to the alleged breach.
- d) In the event that the Technical Director and the Chair of the Swimming Development Committee cannot remedy the alleged breach within 14 days after the ATHLETE has been notified, the matter shall be referred to the President of Swim Ontario who shall, within 14 days, investigate and decide the dispute.
- e) In deciding the dispute, the President shall have the authority to stipulate specific performance to remedy the breach of the Agreement and/or to discipline the ATHLETE by applying any one or combination of the following disciplinary sanctions:
 - i. a written reprimand;
 - ii. removal of certain High Performance Program privileges;
 - iii. suspending the ATHLETE from further participation on the Provincial Teams Program, either for specified events or for a specified period of time;
 - iv. dismissing the ATHLETE from the Provincial Teams Program;
 - v. termination of this Agreement; and/or
 - vi. any other sanction that it considers appropriate in the circumstances.
- f) Where the ATHLETE is of the view that the Technical Director and the Chair of the Swimming Development Committee, or any other representative of SO is in breach of any of the provisions of this Agreement, the ATHLETE shall notify the PSO/MSO President who shall investigate and decide the dispute in a timely manner.
- g) Any decision made with respect to an alleged breach of this Agreement may be referred to SO's policies pertaining to the resolution of disputes, including the SO Appeals Policy.

Duration of Agreement

This AGREEMENT comes into force on the _____ day of _____, 200__, and terminates on the _____ day of _____, 200__.

Athlete Declaration

I hereby declare that in return for any financial assistance provided by the *Quest for Gold* – Ontario Athlete Assistance Program, I undertake to fulfil all commitments and responsibilities outlined in the booklet “OAAP Athlete Handbook” and my Swim Ontario – Athlete Agreement. I agree to refund any assistance provided to me, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

Athlete signature

Date

Parent signature (if athlete is under 18)

Date

Coach of Record signature

Date

SO representative signature

Date