



ORIENTEERING
C A N A D A

**Canadian Orienteering Federation
ATHLETE AGREEMENT**

**For all:
High Performance Program (HPP) Athletes
& 2010 WOC Athletes who are not part of the HPP**

AGREEMENT made this _____ day of the month of _____ 20__

BETWEEN:

NAME _____

(hereinafter referred to as the "Athlete"), currently residing at _____

AND

CANADIAN ORIENTEERING FEDERATION, having its national office at Calgary, Alberta (hereinafter referred to as the "COF")

WHEREAS the COF is recognized by the International Orienteering Federation (hereinafter referred to as the "IOF") as the sole National governing organization for the sport of Orienteering in Canada;

WHEREAS the IOF requires that the COF certify the eligibility of the Athlete to compete as a member in good standing;

AND WHEREAS the COF and the IOF requires that the Athlete be aware of and abide by all policies pertaining to the use of drugs and doping in the sport;

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

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

NOW THEREFORE the parties agree to the following:

1. COF OBLIGATIONS

The COF shall

- (a) organise the High Performance Program (HPP) and publish the HPP handbook prior to the end of 2009.
- (b) organise, select, register and operate teams of Athletes and team officials which will represent Canada at the World Orienteering Championships (WOC), Junior World Orienteering Championships (JWOC), World

University Orienteering Championships (WUOC) and various World Cup races. This will be done in a just and fair manner;

- (c) publish selection criteria for the WOC and JWOC teams before the end of 2009, and at least 2 months prior to the selection for the WUOC and World Cups;
- (d) provide the Athlete selected to be a member of the HPP and any additional WOC athletes who are not members of the HPP the opportunity to purchase the uniform;
- (e) provide a hearing and appeal procedure that is in conformity with the generally accepted principles of natural justice and due process and includes access to an independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with COF;
- (f) notify the Athlete immediately in writing of any changes to the National / Junior National Team rules, regulations and procedures;
- (g) administer the High Performance Program Fund. All fundraising done on behalf of the High Performance Program (HPP) (the junior national and senior national teams) is to be forwarded to the COF for allocation by the HPP committee.
- (h) redraft Athlete agreements as needed to reflect current realities;
- (i) allow for an Athlete's Representative, elected every three years by the Athletes, starting in November 2008, to sit as an ex-officio member of the COF Board of Directors;

2. ATHLETE OBLIGATIONS

The Athlete shall:

- (a) be a fully registered member in good standing of COF (this means the Athlete must register and pay all club / association registration fees on a yearly basis);
- (b) commit to training consistently and well with the goal of an excellent personal performance at the WOC, the JWOC, WUOC or World Cup event(s);
- (c) notify the COF immediately, in writing of any injury or other legitimate reason that will prevent the Athlete from competing at the 2010 WOC, JWOC, WUOC or World Cup event. Provide as much notice as possible so that there is the opportunity for alternates to make the necessary arrangements to compete;
- (d) understand that after committing to a position on any of the WOC, JWOC, WUOC or World Cups teams, the Athlete is liable for costs incurred by the COF for the Athlete's registration and other arrangements made by the COF, even if the Athlete is unable to attend the event.
- (e) provide the COF with current contact information so that the Athlete can be reached throughout the year;
- (f) pay all COF invoices in a timely manner and respond to requests from the COF in a timely manner;
- (g) avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation for a competition of any Athlete;
- (h) abide by the COF Rules and Code of Conduct (section 3 below);
- (i) avoid the use of banned drugs in contravention of the rules of the International Orienteering Federation, Sport Canada, Canadian Centre for Ethics in Sport and the COF;
- (j) dress in the National Team uniform when participating in designated National / Junior National Team activities; the National Team uniform shall not be sold, loaned, traded or otherwise mishandled or defaced without the permission of COF. The Athlete must have the mandatory team gear from when the uniform is delivered until November 30th of that year. If the Athlete wants to trade part of their uniform away, it must be a non-mandatory item or a duplicate item that the Athlete has purchased. The National Team uniform may be loaned to members of the current year's National/Junior National Team if required;
- (k) dress in the National Team uniform or any other official clothing during official training and model events and competition days of any IOF sanctioned competitions and the Canadian Orienteering Championships; club uniforms may be worn for all other competition and training including non-championship and relay events during the COC week (see Section 4);
- (l) refrain from wearing the uniforms of any other national team when participating in any designated activities, including IOF sanctioned events, the Canadian Orienteering Championships, official marketing activities and media appearances on behalf of COF;

- (m) make a solid effort to attend and compete at the Canadian Orienteering Championships (we would like you to prioritize the COCs on your competition list and attend if your schedule and finances permit);
- (n) take an active role in communication projects regarding the national team i.e. team photos, COF Newsletter, team thank-you letters, press conferences, national team blog; such activities may be reasonably requested by the COF, where the scheduling does not unreasonably interfere with the Athlete's training, competition, employment and education;
- (o) actively participate in fundraising efforts for the High Performance Program Fund. An Athlete may choose to fundraise for him/herself. Money raised during fundraising efforts that are billed as fundraisers for the HPP, the COF or the national teams, must be forwarded to the COF;
- (p) ensure that the COF is party to all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete; this excludes any personal endorsement for the Athlete as individual with no connection to the sport of orienteering or the National Orienteering Team;
- (q) utilize the hearing and appeal procedure referred to in paragraph 1 (e) for the remedy of complaints and issues especially where the situation involves the conduct or performance of COF volunteers or staff or coaches;
- (r) provide regular feedback to the Athletes' Representative on issues facing the National Team;
- (s) attend race banquets and award ceremonies where possible;
- (t) be responsible for providing personal travel health insurance.

3. ATHLETE CODE OF CONDUCT

As representatives of Canada and the COF, the HPP Athletes (and members of the WOC team who are not HPP Athletes) are expected to conduct themselves in a dignified and responsible manner at all times, maintaining respect and consideration towards the public, the coaches, other athletes, media personnel, officials and volunteers/staff involved with orienteering. This includes but is not limited to respecting the COF and IOF competition rules.

The following behavior is unacceptable:

- a. Any action or conduct that would, at the discretion of the designated individual who is directly responsible for the team (usually the team leader), unreasonably disrupt or interfere with a competition or training camp, or is detrimental to the reputation or image of the HPP, National Team or the COF.
- b. Any illegal activities, including committing an act that is considered an offense under any law in the jurisdiction in which the act took place (including underage drinking & impaired driving).
- c. Breaking curfew regulations as defined by the Team Leader directly responsible for the team.
- d. The willful abuse of property owned, rented, borrowed or leased by the COF including vehicles, motel/hotel rooms and team equipment.

Infractions of the Athlete Code of Conduct will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the conduct complained of. Sanctions can include, but are not limited to the following: loss of eligibility to participate in COF sanctioned activities on an interim or permanent basis; loss of any further financial support for training and competition from the COF; the requirement to pay compensation for any damaged property, loss of "membership in good standing", loss of membership in the HPP.

Enforcement of the Code of Conduct will be the responsibility of the COF designated individual who is directly responsible for a specific team. Prior to the imposition of any disciplinary sanction, the designated individual will meet with, hear and consider the Athlete's version of events. In a case where there is a conflict between an Athlete and the COF designated individual regarding the interpretation of this policy and/or the disciplinary sanction imposed, the Athlete has recourse as outlined in paragraph 1 (e).

4. ENDORSEMENT, SPONSORSHIP AND MARKETING POLICY

The Endorsement, Sponsorship and Marketing Policy is in place to ultimately help the HPP. The intention is to provide some exposure at high profile events for our potential sponsors and thereby increase the ability of the COF and the High Performance Committee to obtain sponsors. Wearing the National Team uniform at the Canadian Orienteering Championships is also seen as a chance to raise the profile of the National Team amongst the general Canadian orienteering population. We hope this will increase support for the HPP from masters runners and inspire junior runners. Athletes still have the opportunity to wear their club uniforms at all other events including relay and non-championship events at the COC. In addition, athletes have space for personal sponsors on their National Team uniforms. Details are provided below.

Personal Attributes

This refers to the specific image, name, photograph, description or other identifiable property of the Athlete. When the individual's attribute has no identification whatsoever (including uniform and team clothing) with the COF or its teams, program or events the attribute belongs exclusively to the Athlete.

When an Athlete is acting as an individual, the COF accepts and acknowledges it has no rights to market his/her individual properties without the consent of the Athlete.

Athlete Attributes

When an individual's attribute, whether appearing individually or as part of a group, can be identified by uniform, clothing, equipment or activity as part of the National Team, the promotion of the property is a shared responsibility between the Athlete and the COF.

The Athlete cannot enter into a sponsorship, endorsement or advertising agreement and use attributes that can be identified as team properties without prior consultation with the COF President or his/her designate. Consent will not be unreasonably withheld and the association will not normally require a fee for use of its property. Athletes are required to wear National Team clothing during all public relations activities where attributes are linked to the national team and the COF.

In return the COF may use an Athlete's attribute in marketing/promoting team or program properties. COF will request the Athlete's permission to use the selected attribute. The expectation is that permission will not be unreasonably withheld and that if after one week, no response has been received, the COF will assume permission has been granted.

Team Attributes

Team attributes occur when two or more National Team Athletes occur as a group, whether by image, name, likeness or other identifiable attribute and are used to promote the COF, National Team and sponsored events. This may include two or more Athletes in one competitive shot, or a composite of 2 or more Athletes. Use of team attributes may extend to partners of the association when they choose to advertise their sponsorship or support of the sport and/or National Team activities. Under these circumstances the sponsor must receive permission from COF prior to such advertising taking place.

Third Party Use

When a sponsor, media or third party requests use of an Athlete's image for commercial use the following process will be followed:

1. Image use details such as volume of distribution and nature of use will be gathered.
2. Details will be passed on to the Athlete via email. Athlete is expected to respond.
3. If no response is received after three days another Athlete's likeness will be offered to the third party.
4. In the case of the Athlete withholding approval, the reason for withholding approval shall be provided in writing to the COF.

Athlete Personal Endorsement Process

1. The COF recognizes the Athlete's right to enter into personal endorsement agreements, subject to the terms and conditions set forth in this process.
2. A personal endorsement agreement is defined as a commercial agreement between an Athlete and a corporation or individual supporter.
3. The following steps must be followed for each agreement made by the Athlete:
 - a. written consent of the COF is required prior to negotiations with a potential sponsor. The Athlete must disclose in writing the name of the potential sponsor as well as the particular product and/or service to be endorsed. The COF's consent shall be withheld if the contemplated product and/or service to be endorsed by the Athlete conflicts directly or indirectly with any of the COF's sponsorship agreements or is deemed inappropriate i.e. tobacco or alcohol. The Athlete does not require consent from the COF if the sponsorship involves compasses or shoes, but the Athlete is still required to notify the COF if sponsorship is attained.
 - b. The COF is to respond to the written notice within 10 days. If consent is withheld, the Athlete is to cease all dealings with the potential sponsor and the COF agrees to provide reasons in writing for the decision.

Elements of personal endorsement agreement must include the following:

- **Term**- all personal sponsorships should be developed for one season with an option to renew. State the term of the contract and that the Athlete will give the Sponsor first right of refusal for subsequent years.
- **Clothing**-Mention that the Athlete will obtain his/her uniform from the COF and that the Athlete must wear National Team Clothing as outlined in the clothing policy.
- **Conflict of interest**- Include a statement regarding conflict of interest with the COF suppliers and that if the COF brings on a company that conflicts with yours your contract will terminate following the current season.
- **Disclosure**-All personal endorsement agreements shall comply in all respects with all applicable rules established by IOF and the COF in the competition rules.
- All agreements should not interfere with the Athletes training or competition schedule and National Team obligations or appearances.
- The Athlete is fully responsible for servicing and implementing the contract.

COF Obligations associated with Athlete Personal Endorsements

1. The COF shall provide as a benefit to National Team Athletes the opportunity to utilize space on the uniform. The COF will designate where that space will be on the uniform. Technical specifications about the size form and the number of commercial markings on clothing are decided by the IOF.
2. All personal sponsor commercial marks added to the uniform will be at the Athlete's cost.
3. National Team Athletes are also provided with promotional space in their Athlete information on the COF website for their personal sponsors. This space will be provided to non-conflicting sponsors only.

5. DEFAULT OF AGREEMENT

Where one of the parties of this agreement is of the opinion that the other party has failed to conform with its obligation under the agreement it shall forthwith:

- (a) notify the alleged offending party in writing of the alleged default,
- (b) where applicable, indicate in the notice to the party the steps to be taken to remedy the situation,
- (c) where applicable, indicate in the notice a reasonable period of time within which such steps as set out herein shall be taken.

Where the complainant party who has given notice referred to in paragraph 4 (a) is of the opinion that the other party has not remedied the situation, it shall file a complaint through the hearing and appeal procedure referred to in paragraph 1 (e).

**APPENDIX A
ATHLETE CONTACT INFORMATION
PROOF OF CANADIAN CITIZENSHIP
EMERGENCY CONTACT INFORMATION**

NAME _____

ADDRESS _____

POSTAL CODE _____

HOME PHONE # (____) _____

CELL PHONE # (____) _____

EMAIL _____

IF YOUR CURRENT ADDRESS IS TEMPORARY, PLEASE PROVIDE A PERMANENT ADDRESS AS WELL
(Including postal code and phone number)

WHICH CANADIAN ORIENTEERING CLUB ARE YOU A MEMBER OF? _____

DATE OF BIRTH(year/month/day) _____

CANADIAN PASSPORT # _____

PASSPORT EXPIRATION DATE _____

IN CASE OF EMERGENCY PLEASE CONTACT:

NAME _____

PHONE NUMBER _____

ALTERNATE PHONE NUMBER _____