



SHOOTING FEDERATION OF CANADA ATHLETE AGREEMENT

AGREEMENT made this 1st day of November 2018

BETWEEN: Name _____
of the City/Town of _____
in the Province/Territory of _____
(hereinafter referred to as “the Athlete”)

OF THE FIRST PART

AND: The SHOOTING FEDERATION OF CANADA, having its National Office at the RA Centre, House of Sport, 2451 Riverside Drive, Ottawa K1H 7X7, CANADA (hereinafter referred to as “the SFC”)

OF THE SECOND PART

AGREEMENT

WHEREAS:

- the Athlete wishes to be an active competitor in SFC sanctioned events and programs with his or her rights and obligations clearly defined;
- the Athlete is a citizen of Canada as verified by a Canadian Citizenship document or is in the process of attaining Canadian Citizenship, and is an amateur eligible to represent Canada according to the regulations of the International Shooting Sport Federation;
- the SFC is recognized by the International Shooting Sport Federation, Sport Canada, the Canadian Olympic Committee, the Canadian Paralympic Committee and the Commonwealth Games Association of Canada as the sole National Federation governing the sport of target shooting in Canada;
- the SFC recognizes the need to clarify the relationship between the SFC and the Athlete by establishing their respective rights and obligations;
- the Sport Canada Athlete Assistance Program, (the “AAP”) requires these rights and obligations to be stated in a written agreement to be signed by the SFC and the Athlete who applies for assistance under the AAP;
- the International Shooting Sport Federation requires that the SFC certify the eligibility of the Athlete to compete as a member in good standing.

NOW THEREFORE the parties agree to the following:

1. **SFC OBLIGATIONS**

THE SFC SHALL:

Team Selection

- 1.1 Organize, select and operate teams of athletes, coaches and other necessary support staff to represent Canada in the sport of target shooting throughout the world and assist with competition expenses according to the terms and conditions established by the SFC High Performance Committee (HPC), the Canadian Olympic Committee (COC), the Canadian Paralympic Committee (CPC) and the Commonwealth Games Association of Canada (CGC) as applicable;
- 1.2 As and when possible, publish selection criteria for all High Performance Teams at least three (3) months before the selection for any particular team and at least eight (8) months before the selection of major games teams (e.g. Olympic, Paralympic, Commonwealth, Pan American and World Championship Teams);
- 1.3 Conduct selection of members to the High Performance Program (HPP) in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness;
- 1.4 As and when possible, give the Athletes a minimum period of thirty (30) days to review all of its contracts that Athletes are to sign from time to time.

Communication

- 1.5 Communicate with athletes both orally and in writing in the official Canadian language of their choice (French or English);
- 1.6 Provide High Performance Program information (training and competition) to the Athlete via the SFC website, email or by regular mail.

Athlete Assistance Program (AAP)

- 1.7 The criteria for the selection of athletes to the AAP will be published, at minimum, nine (9) months prior to the start of the AAP's eligibility cycle for the SFC;
- 1.8 Nominate eligible Athletes for the AAP, and thereafter ensure those athletes accepted by Sport Canada receive all the benefits to which they are entitled under the AAP.

Athlete Representation

- 1.9 Provide one representative elected by the athletes to sit as a member of the High Performance Committee with vote. In addition to this, to have the Athlete Representative sit on the Board of Directors with vote and the Executive Committee as a non-voting member. The SFC recognizes the importance of athlete participation in its decision making processes.

High Performance

- 1.10 Organize programs and provide funding for Athlete development (training camps, competitions or to offset costs of Integrated Sport Team (IST) specialists and personal coaches) and the provision of coaching expertise in the sport of target shooting in accordance with the budget of the SFC;
- 1.11 As and when possible, provide the Athlete selected to be a member of the High Performance Program with certain items of team insignia, uniform or supplies, without charge on occasion and

endeavour to make special arrangements with suppliers for the purchase of equipment and clothing for or by team members;

- 1.12 Provide a review and monitoring of the Athlete's Annual Training Program.

Medical Information

- 1.13 Respect the confidentiality of medical information supplied by the Athlete to the HPC/SFC. This information will not be shared to outside parties without the consent of the Athlete, unless required to do so by law or in accordance with the SFC's policies;
- 1.14 Assist the athlete in obtaining quality sport science and sport medicine care and advice in accordance with the SFC's budget and policies.

Dispute Resolution

- 1.15 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 process with respect to any dispute the athlete may have with the NSO; publish the details of this procedure in a prominent manner; and provide details to any person requesting this information by or on behalf of the athlete;

An action or decision of a Coach, Team Manager, or other SFC official, including but not limited to disciplinary measures, may be protested in writing to the SFC High Performance Committee giving the reasons and information pertinent to the protest according to the "Policy for Appeal of SFC decisions" document posted to the SFC Website;

Any protest or appeal shall be emailed, mailed or faxed to the Federation address in Ottawa, Ontario. The postmark date or, in the case of a fax, received date, shall govern.

2. ATHLETE'S OBLIGATIONS

THE ATHLETE SHALL:

General and Communications

- 2.1 Pay the 2018 High Performance Team Fee, National Team Trials fee (\$25) and SFC full membership fee on or by **December 15, 2018** as follows:

National Team	=	\$100
Development Team	=	\$250
Identified Team	=	\$200
Junior Program	=	\$150

- 2.2 Ensure the SFC has current contact information including an address, phone number, and functioning email address. All changes to any of the above will be communicated to the SFC within 7 days of them becoming effective;
- 2.3 Provide written consent to the SFC if at the age of majority and the athlete wishes to communicate through a third party (parent/coach). **Please refer to Annex B;**
- 2.4 Read all information supplied by the HPC/SFC;
- 2.5 Respond to communications and requests by the deadline set by the SFC/HPC;

- 2.6 Understand that it is their personal responsibility to check the SFC website or any other electronic application for updates, news, notices and announcements;
- 2.7 Upon achieving a 5th attempt qualifying score, email the “Qualifying Score Designation & Results Form” to the SFC Technical Director at sverdier@sfc-ftc.ca with a link to the results of the match. Failure to include the results or failure to email the form will nullify the competition. The form must be sent to the SFC office a minimum of 1 month **PRIOR** to the event. The Athlete understands that the SFC staff will not research or look for results. (High Performance Team Trials and the Canadian National Championships do not require the submission of information.)
- 2.8 Utilize the hearing and appeal procedure referred to in paragraph 1.15 for the remedy of complaints and issues;
- 2.9 At all times support the long-term objective of the SFC/HPC Olympic/Paralympic qualification strategy. Furthermore, while the SFC acknowledges athletes’ rights as well as the human rights and freedoms embodied in the Canadian Charter of Rights and Freedoms, the SFC requests of its athletes that no adverse criticism of Sport Canada and/or the Shooting Federation of Canada is made publicly and that any complaints are forwarded in a confidential manner to the SFC Technical Director and/or the Vice President High Performance and/or the Athlete Representative to the High Performance Committee;
- 2.10 Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada when asked to do so. Such activities will be organized by the SFC and, unless supplementary compensation is arranged, do not normally involve more than two working days per athlete per year;

Participate on a voluntary basis, in SFC approved functions in the athlete’s local region to support the SFC High Performance Program and promote the shooting sports to members of the public. Such promotion may include participation in sporting events, assisting or manning of information booths at public events and information sessions at public venues such as schools and sports arenas.

Athlete Assistance Program

- 2.11 Actively participate in all AAP evaluation activities. Athletes will cooperate fully in any evaluation of the 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.

Training/Competition

- 2.12 Abide by team leadership directives and instructions issued by the National Coaches or other representatives of the Federation concerning Athlete selection and programs; and for international team selection, administration, and operation;
- 2.13 Follow the training and competitive program mutually agreed upon in writing by the Team Coach, Manager or high performance designate, the Athlete’s personal coach and the Athlete;

Provide an annual training plan including performance objectives and participate in regular monitoring meetings as scheduled/deemed necessary by the National Coach.

- N.B. If a member of the High Performance Program fails to report as required, the High Performance Committee may take disciplinary action. Athletes who are carded through the Athlete Assistance Program and do not comply with stipulations pertaining to the AAP (i.e. item 2.11) may, as per Sport Canada conditions, have their carding status removed.
- 2.14 The Athlete shall avoid living in an environment that is not conducive to high performance achievements or taking any deliberate action that involves significant risks for the Athlete's ability to perform or limits the athlete's performance;
- 2.15 Subject to paragraph 2.13, participate in scheduled training camps, seminars, or competitions included in the agreed upon training and competition program;
- 2.16 Pay all fees and costs associated with SFC organized training, World Cup, World Championships and other designated events participation within 30 days of receipt of billing. Failure to make payment will result in suspension of the athlete from the High Performance Program;
- 2.17 Maintain a daily/monthly Training Diary;
- 2.18 Provide the name and contact information of any personal coach who works directly with the athlete to the National Coach of their discipline. The Athlete understands that only Canadian NCCP Certified coaches will be recognized by the SFC/HPC. No accreditation to ISSF World Cups or Major Games will be allocated to a Personal Coach;
- 2.19 Take responsibility for the actions of any personal coach brought to an event, and understand that, should an issue arise with that personal coach, the athlete could face sanctioning and/or suspension;
- 2.20 Notify the SFC in writing, of any injury or other legitimate reason that would prevent the Athlete from participating in an upcoming event 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 the SFC within three weeks of the event;
- 2.21 Be considered for selection to teams representing Canada: in international shooting competitions or multiple discipline international competitions, according to qualifying standards that may be set for each competition by the SFC, COC, CPC and CGC; and when selected, follow instructions or directives given by Team officials or coaches;
- 2.22 While training, competing or traveling with the SFC, be responsible for the purchase of insurance to meet individual needs, and ensure an adequate level of personal accident and travel insurance is maintained to cover the above activities, destinations and time requirements of participation;
- 2.23 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;
- 2.24 Be committed to training programs and competition participation in order to achieve High Performance Program objectives;

2.25 During or at Team training camps, activities and competitions, commit to zero alcohol consumption.

Anti-doping

2.26 Complete the CCES on-line anti-doping, True Sport Clean 101 and Sport Canada - Athlete Assistance Program modules at the beginning of each new carding cycle annually and at times thereafter as required by Sport Canada. (See Annex A, Canadian Anti-Doping Program – Athlete Contract.)

2.27 Review and sign Canadian Anti-Doping Program Athlete Agreement found as Annex A;

2.28 Participate as may be requested by the SFC in any Doping Control/Education Program as formulated by the SFC in cooperation with Sport Canada and the Canadian Centre for Ethics in Sport (CCES);

2.29 Contact the Canadian Centre for Ethics in Sport (CCES) prior to taking any prescription or non-prescription (i.e. over-the-counter) drugs to ensure that the medication does not appear on the banned or prohibited substance list;

2.30 Avoid engaging in all competitions where federal sport policy and the policies of the SFC have determined that such participation is not permitted.

Dress Code

2.31 Obtain and wear the specified SFC Team uniform and other official clothing while traveling or participating in National Championships and international competitions or as directed on any other occasion when identified as a member of the Canadian High Performance Program.

Discipline

2.32 The Shooting Federation of Canada, through the High Performance Committee and/or Executive Committee, will investigate reported violation(s) of this Agreement. If the investigation determines that a violation has occurred, the SFC/Executive could impose the following penalties dependent on the severity of the violation.

- A. verbal warning
- B. written warning
- C. suspension from current competition or team activity
- D. removal from team and being sent home
- E. suspension of all or any portion of Shooting Federation of Canada funding
- F. suspension from designated High Performance teams and/or competitions for one year
- G. suspension from designated High Performance teams and/or competitions indefinitely

The exception to this is any violation that is criminal in nature. Such violations will be investigated by the appropriate authority and if guilt is confirmed, suspension from the SFC High Performance Program will be indefinite in nature.

3. **DEFAULT OF AGREEMENT**

3.1 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, it shall forthwith:

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

3.2 On AAP related matters, the athlete may direct such notice to Susan Verdier, Technical Director, who may act on behalf of the athlete and indicate to the SFC the steps to take to remedy the situation

3.3 Where the party that has given the notice referred to in paragraph 3.1 (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 1.15

4. **DURATION OF AGREEMENT**

4.1 This agreement comes into force on **November 1st, 2018** and terminates on **October 31st, 2019**.

WITNESS

DATE

SHOOTING FEDERATION
OF CANADA

WITNESS

DATE

ATHLETE

Parent/Guardian Name
(if athlete is a minor)

DATE

Parent/Guardian Signature
(if athlete is a minor)

THIS DOCUMENT TO BE ELECTRONICALLY SIGNED

ANNEX A

AGE OF MAJORITY CONSENT FORM

I, _____, being of the age of majority give permission for the following person/s to speak for me in matters pertaining to my tenure in the Shooting Federation of Canada's High Performance Program. I understand that I am solely responsible for the actions of those to whom I have given permission, and am aware that it is my responsibility to attain the correct information regarding issues related to my membership in the Program:

1. _____

2. _____

3. _____

WITNESS

DATE

SHOOTING FEDERATION
OF CANADA

WITNESS

DATE

ATHLETE

THIS DOCUMENT TO BE ELECTRONICALLY SIGNED